

**AGREEMENT**  
*between*  
**American Airlines**   
*and the*  
**ASSOCIATION OF PROFESSIONAL  
FLIGHT ATTENDANTS**



**COLLECTIVE BARGAINING AGREEMENT**  
*September 12, 2024 thru September 11, 2029*

**NOTE: For all American Airlines Flight Attendants, please refer to the electronic version of the 2024 CBA for the latest updates or modifications occurring after September 12, 2024.**

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## **SECTION 1 - RECOGNITION AND SCOPE**

### **A. RECOGNITION**

In accordance with the American Airlines Flight Attendants' Certification Case Number R- 7401 made by the National Mediation Board on September 2, 2014, the Company hereby recognizes the Association of Professional Flight Attendants (APFA) 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.

### **B. SCOPE**

1. Only American Airlines employees shall be used as Flight Attendants in accordance with Definitions, Section 2.
2. Only regularly employed American Airlines Flight Attendants shall be entitled to bid and fly all operations outlined in Hours of Service, Section 11. As an exception, the Company may select Flight Attendants from the American Airlines System Seniority List to participate in FAA Proving Runs.
3. A Flight Attendant shall provide beverage and meal service as set forth in the Flight Attendant Manual and revisions thereto. Such service shall be rendered only in the cabin of the aircraft.

### **C. SUCCESSORSHIP**

1. The Company shall require any Successor, including, without limitation, any assignee or purchaser, any merged company or companies, transferee, administrator, receiver, executor and/or trustee to cause the Company (i.e., the airline entity that was acquired) to continue to be bound by all the terms of this Agreement as a condition of any transaction that results in a Successor, subject to applicable procedures under the Railway Labor Act. For the purposes of Paragraph C, a Successor shall be defined as an entity that acquires or controls all or substantially all of the assets or equity American Airlines Group or the Company through a single transaction or multi-step related transactions ("Successorship Transaction"). The Company shall provide the APFA with written notice of any Successorship Transaction no later than thirty (30) days prior to the closing of the transaction and such notice to be subject to any confidentiality restrictions that the Company in its discretion may impose on the APFA or legal requirements that may apply.
2. The Company shall give written notice of the existence of this Agreement, and a copy of this Agreement, to any proposed Successor before the Company and the proposed Successor enter into any arrangement or agreement with respect to a potential Successor transaction.

### **D. LABOR PROTECTIVE PROVISIONS**

1. In the event the Company is merged with another airline, the Flight Attendants covered hereunder shall, upon such merger of the airlines, be provided labor protective provisions no less favorable than the labor protective provisions specified by the Civil Aeronautics Board (CAB) in the Allegheny-Mohawk merger as specified in Section 1 (Introduction), Section 2 (Definitions), Section 4 (Displacement Allowance), Section 5 (Dismissal Allowance), Section 6 (Benefits), Section 7 (Lump Sum Payment in Lieu of Dismissal Allowances), Section 10 (Rearrangement of Forces in Anticipation of a Merger) and Section 12 (No Requirement for Employees to Accept Employment in a Different Craft or Class) of the Allegheny-Mohawk labor protective provisions. The moving expenses provided for in Section 8 of the Allegheny-Mohawk labor protective provisions, shall consist of the Moving Expenses provided in Section 5 of this Agreement. In lieu of Section 11 of the Allegheny-Mohawk labor protective provisions,

the provisions of Reduction in Force, Section 23, shall apply. If the Company is under Chapter 11 bankruptcy protection during the duration of this Agreement, the Association agrees that only Sections 3 and 13 of the Allegheny-Mohawk labor protective provisions will apply until one (1) year after the implementation of a confirmed plan of reorganization in such Chapter 11 case.

2. In addition to the protections specified in Paragraph D.1, in the event the Company is merged with another airline whose Flight Attendants are not represented by the APFA, the Flight Attendants covered hereunder shall, upon such merger of the airlines, be provided labor protective provisions no less favorable than the labor protective provisions as contained in Sections 3 and 13 of the Allegheny-Mohawk merger.

#### **E. PARTIAL TRANSACTIONS**

In addition to all other protections under this Agreement, if, within any twelve (12) month period while the Agreement remains in effect, American Airlines Group or the Company sells, transfers or disposes of assets which, net of asset purchases or acquisitions during the same twelve (12) month period, constitute twenty percent (20%) or more of the value of the assets of the Company or American Airlines Group (the closing of any such transaction(s) which alone or in the aggregate satisfy the aforesaid percentage being referred to as a "Triggering Event"), then:

1. In the event another air carrier (a "Transferee") purchases or acquires any aircraft of the Company or American Airlines Group as part of any transaction that constitutes a Triggering Event, the APFA shall determine, in its sole discretion, whether or not Flight Attendants from the American Airlines System Seniority List (the "Transferring Flight Attendants") shall transfer to the Transferee and which Flight Attendants shall transfer. The number of Transferring Flight Attendants shall be determined by calculating the average Flight Attendant staffing on a monthly basis over the prior twelve (12) months attributable to the aircraft transferred to the Transferee in connection with the Triggering Event; and
2. The Company and American Airlines Group shall require any Transferee to employ the Transferring Flight Attendants, with the integration of the Transferring Flight Attendants into the Transferee's seniority list to be governed by the APFA Merger Policy if both pre-transaction flight attendant groups are represented by the APFA and otherwise by Sections 3 and 13 of the Allegheny-Mohawk LPPs.

#### **F. FORCE MAJEURE AND BANKRUPTCY PROTECTION**

1. Paragraph E shall not apply to: (1) transactions made necessary by circumstances over which the Company has no control, as defined in Paragraph F.3; (2) the retirement of aged assets in the ordinary course of business; and, (3) financing transactions such as sale-leasebacks where the transferred assets continue to be used in the Company's operation.
2. If the Company is under Chapter 11 bankruptcy protection during the duration of this Agreement, the APFA agrees that the provisions of Paragraph E, as amended, will not apply until one (1) year after the implementation of a confirmed plan of reorganization in such Chapter 11 case.
3. The Company will be excused from compliance with the provisions of Paragraph E to the extent that a circumstance over which the Company does not have control is the cause of an asset reduction below the levels guaranteed in Paragraph E. The term "circumstance over which the Company does not have control" includes, without limitation: a natural disaster; labor dispute grounding of a substantial number of the Company's aircraft by government agency or by voluntary action by the Company for safety reasons in lieu thereof, which in either case could not be cured or avoided by the Company; reduction in flying operations because of suppliers being unable to provide sufficient critical materials for the Company's

operations; revocation of the Company's operating certificate(s); war emergency; or acts of terrorism.

4. Notwithstanding the provisions of Amendments to the Agreement, Section 39, and Duration, Section 40, the Labor Protective Provisions provided for in Paragraphs D and E, herein shall not be reduced, delayed or otherwise diminished by American Airlines Group, the Company, the APFA, nor any Successor to the Company or APFA, for a period of up to and including three (3) years after the date of any merger, acquisition, or partial transaction as described herein.

#### **G. SEVERABILITY**

Should any part or provision of the Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

#### **H. REMEDIES**

1. The Company specifically agrees to arbitrate any grievance filed by the APFA alleging violation of this Section on an expedited basis directly before the System Board of Adjustment sitting with a neutral member.
2. The dispute shall be heard expeditiously no later than thirty (30) days following the submission to the System Board and decided expeditiously not later than thirty (30) days after the closing of the hearing, unless the parties agree otherwise in writing.

## SECTION 2 - DEFINITIONS

- A. **“Active Flight Attendant”** is a Flight Attendant who is not on an unpaid leave and is on payroll for at least fifteen (15) days in a contractual month.
- B. **“Block-To-Block/Block Time/Block Hours”** for flying pay purposes means that period of time beginning when an aircraft first moves from the ramp blocks at the gate for the purpose of flight and ending when the aircraft comes to a stop at the gate for the purpose of loading or unloading passengers at either intermediate stops or final destination.
- C. **“Calendar Day”** shall mean the period from 0000-2359 hours.
- D. **“Call Out Pay/Report No Fly”** is pay that applies when a Flight Attendant reports to the airport for a specific flight assignment but does no flying as specified in Hours of Service, Section 11.D.3.
- E. **“Carry Over/Change Over”** is a replacement sequence that modifies an originally awarded or assigned sequence that reports in one month and releases in the following month and is placed on a Flight Attendant's schedule no later than the tenth (10<sup>th</sup>) day of the calendar month in which the trip originates.
- F. **“Charter”** means an off-line or on-line flight that is not a regularly scheduled flight.
- G. **“Credit Window”** is the difference (hours/minutes) between the monthly PBS awarded line value and the TTS Maximum. TTS/UBL sequence(s) drops, pick-ups and trades will increase or decrease the credit window.
- H. **“Credited Hours”** shall be those applied towards a Flight Attendant's monthly maximum flight time as set forth in Scheduling, Section 10, and shall include, but not be limited to regularly scheduled sequences, extra sections, charter trips, ferry flights, rescheduled flights, scenic flights, deadhead flights , vacation, sick leave credit, minimum duty period credit, Duty Rig, trip hour credit, Company or Union Business credit, salary continuance credit, jury duty credit, bereavement, training, and compensated publicity duty credit.
- I. **“Crew Base”** means the location designated by a certificate holder where a Flight Attendant normally begins and ends their duty periods, also known as the Flight Attendant's Home Base.
- J. **“Deadheading”** means time spent by a Flight Attendant, at Company request, in air or surface travel between two (2) points for the purpose of protecting a sequence or returning to their crew base, or otherwise positioning a Flight Attendant for Company business.
- K. **“Direct Conflict”** is when there is a “direct conflict” between two (2) trip sequences and the second trip sequence is scheduled to depart prior to the scheduled arrival of the first.
- L. **“Diversion”** as used in this Agreement means an unscheduled landing at an airport other than the airport at which the flight was scheduled to land and other than the airport of departure.
- M. **“Domestic Flight”** is defined as a Flight that operates within the contiguous forty-eight (48) states and Canada and Alaska.
- N. **“Double Up Sequences”** are two sequences within the same duty day with a minimum of thirty (30) minutes between release of the first sequence until report of the second sequence as defined in Section 10.D.12.c.
- O. **“Duty Period/On-Duty Time”** shall include all flight segments, ground time between flight segments, plus report time before scheduled departure of a flight and continue until fifteen (15)

minutes for Domestic and thirty (30) minutes for International after the arrival of such flight, or actual release time, whichever is later. The report and release time also applies to deadhead flight segments.

- P. **“Duty Rig”** is a guarantee for each on-duty period that will pay and credit one (1) hour for every two (2) hours of actual on-duty time prorated on a minute-by-minute basis of actual on-duty time.
- Q. **“Electronic Trade Board (ETB)”** is a real time, electronic method of picking up, dropping, and trading sequences between Flight Attendants on a first come/first served basis.
- R. **“Extended RAP”** as used in this Agreement occurs when, at the Reserve’s option, they request to extend the end of their RAP. Extensions are approved through Crew Scheduling.
- S. **“Flex Days”** are scheduled days off in a Reserve line on which a Reserve can be assigned a trip in accordance with Reserve Duty, Section 12.B.3.
- T. **“Flight Attendant”** as used in this Agreement shall include employees who are responsible for the performing or assisting in the performance of all en route passenger service and who have completed training as prescribed by the Federal Aviation Agency (FAA) and whose names appear on the current Flight Attendant System Seniority List.
- U. **“Foreign Language Speaker/Speaker”** means a Flight Attendant who is a designated Flight Attendant awarded or assigned to a flight requiring one or more foreign language qualified Flight Attendant(s), who has successfully passed a Company-approved proficiency test in the language used at the point of destination/origin. For example, on a PHL-FRA flight, the Speaker Flight Attendant would be German qualified.

As an exception, in the event a charter or scheduled segment with group bookings where the majority of customers have been identified as foreign speaking, the Company may require Speakers with a specific language qualification. (i.e., Spanish qualified Speakers may be utilized on a flight from CLT to LGW or from PIT to LAX transporting Spanish speaking passengers).

- V. **“Golden Days”** are scheduled days off in Reserve lines that may not be moved without the mutual consent of the Reserve and the Company.
- W. **“Home Base Rest”** means the period of time at a Flight Attendant’s crew base between two (2) sequences/assignments.
- X. **“Home Base Time (HBT)”** means the actual time of day in the crew base to which a Flight Attendant is assigned.
- Y. **“Injury on Duty (IOD)”** is an occupational illness or injury sustained while on duty, as described in Injury on Duty, Section 27.
- Z. **“International Flight”** An International flight is any flight operating or deadheading outside the forty-eight (48) contiguous United States with the exception of Canada, and Alaska. This exception does not apply if a flight originates outside the contiguous forty-eight (48) United States and proceeds non-stop to Canada or Alaska and vice versa.
- AA. **“Involuntary Assignment”** means an assignment to a Lineholder on an off day pursuant to the language specified in Scheduling, Section 10.I and the Priority of Trip Assignment language specified in Reserve Duty, Section 12.O.
- BB. **“Layover” or “Remain Over Night (RON)”** means the period of time between duty periods within a trip sequence.

CC. **“Lead Flight Attendant”** is the Flight Attendant who has been awarded or assigned the “Number 1” position on a trip sequence. In the event such Flight Attendant does not cover a flight or flights in their line of time, the position selection provisions of Scheduling, Section 10.S shall apply.

DD. **“Line of Flying”** shall mean a Line of Time or a Reserve’s scheduled days available for duty bid for and awarded by the Preferential Bid System (PBS).

EE. **“Line of Time”** shall mean a monthly unit of Flight Attendant flying containing a minimum of seventy (70) credit hours and a maximum of ninety (90) credit hours per bid period. The Company may flex the maximum line value by an annual amount of twenty-five (25) hours, but in no case more than five (5) hours during any given month. As an exception, a Flight Attendant may indicate a bid choice which may allow the bid award to exceed the bounds specified by bidding a High or Low bidding option. Lines constructed in accordance with this bid option shall be constructed to no less than forty (40) hours (Low Option) or no more than one hundred and ten hours (110) hours (High Option).

FF. **“Modified RAP”** is a RAP with a modified start time but the end time is the same as the originally published RAP.

GG. **“Month-Calendar/Contractual”** means the period from and including the first day of, to and including the last day of each calendar month of the year, except that the Company may create contractual months by making adjustments to a calendar month as follows:

1. A thirty-one (31) day month may be used to stabilize lines of time by utilizing one (1) day from the thirty-one (31) day month to increase the flight time for schedule purposes in the short month.
2. As an exception to Paragraph GG.1, the Company will be permitted to add or subtract a day or days to any bid month to stabilize the monthly schedule. This provision cannot be used to add or subtract a day from the calendar year.
3. The Company shall make the determination of adjusted months in advance of the calendar year in which such subtraction or addition will take place and must be published to the Flight Attendants prior to vacation bids.
4. Should there be any changes made in the definition and application of “month” for other flight crewmembers, the Company will meet and confer with the APFA regarding applying such changes to Flight Attendants on the same applicable date(s).

HH. **“Multiple Sequences”** means multiple sequences (terminating and beginning) in the same calendar day separated by legal crew base rest, plus forty-five (45) minutes as defined in Section 10.D.12.b.

II. **“On-Duty All-Nighter (ODAN)”** is a sequence consisting of a single duty period that includes all of the on-duty hours between 0100 and 0500 Home Base Time (HBT).

JJ. **“Open Time”** shall include, but not be limited to the following:

1. All known trip sequences not assigned to a Flight Attendant, including extra sections, Standby Reserve Duty (Reserves only), supplementary time, flights rescheduled as a result of cancellations, sequences made available after the monthly schedule is awarded, and time dropped through TTS;
2. Sequences vacated by lineholders (e.g., leaves of absence, sick leave, jury duty, some charters, publicity flights, Union Business, etc.).

KK. **“Over Water Operations”** means all Company certificated routes or charter operations on which the FAA regulations require over water equipment.

LL. **“Pay No Credit”** means a Flight Attendant is paid but not credited for the time. Such pay is above the minimum monthly guarantee and the time does not count for purposes of reserve calling out of time, monthly maximum or determining the number of credited hours in a month.

MM. **“Pay Purposes Only (PPO)”** is when a Flight Attendant who is off the entire bid period may bid in PBS to determine what they could have held for pay purposes only.

NN. **“Position”** is the area of responsibility in which a Flight Attendant works on an aircraft identified numerically (1, 2, 3, etc.).

OO. **“Positive Space Travel”** authorization shall mean that when a Flight Attendant is on a deadhead flight for the purpose of covering a flying assignment they shall receive a seat on the flight even if the flight is oversold and shall not be removed from the flight because the flight is oversold or weight restricted. If a Flight Attendant is on an unscheduled deadhead returning on their last segment of the sequence, the Flight Attendant will be booked on the next scheduled flight for which seats are available on either American Airlines or on a carrier whose inventory is controlled by the Company.

PP. **“Preferential Bidding System (PBS)”** as used in this Agreement means an electronic system used to create Lineholder and Reserve lines of flying.

QQ. **“Recurrent Training/Continuous Qualification Training (CQ)”** is annual FAA required Recurrent Training.

RR. **“Red Flagging Open Time”** is a sequence flagged by Crew Schedule that will be paid a premium rate of one hundred and fifty percent (150%) but credited at one hundred percent (100%).

SS. **“Relocation Days”** is up to five (5) consecutive calendar days free from all duty for the purpose of relocating for a Flight Attendant awarded a vacancy transfer as specified in Section 22.D.7.

TT. **“Reschedule”** shall mean any and all deviations from a Flight Attendant’s awarded sequence, as originally published, except as specified in Scheduling, Section 10.J.1.e.

UU. **“Reserve Open Time Assignment/Award (ROTA)”** is the system that awards and assigns sequences, standbys, and RAPs for future operations.

VV. **“Reserve Open Time Assignment/Award Daily (ROTD)”** is the system that awards aggressive Reserve bids and assigns sequences and standbys during day-of operations.

WW. **“Satellite Operation/Base”** as used in this Agreement means an airport served by the Company and attached to but outside the metropolitan area of a crew base station. Trip sequences allocated to satellite operations must originate and terminate at the satellite base.

XX. **“Staffing”** is the number of bid positions and the total number of Flight Attendants who will be assigned to flights based on aircraft type, level of service, variable manning, and Federal Aviation Regulations (FARs).

YY. **“Standby”** is a Reserve who has been awarded or assigned Standby duty in uniform at the airport without a specific flight assignment for the purpose of covering a sequence in order to prevent a delay. A Standby may also be utilized for the purpose of deplaning, boarding or remaining with through passengers on the aircraft.

ZZ. **“System Irregular Operations (IROPS)”** means irregular operations which must be declared by

the Director of Crew Scheduling or their designee. Such declaration must be on a system-wide basis simultaneously for Flight Attendants and Pilots. System Irregular Operations will not be declared for staffing needs.

- AAA. **“Trip Rig” or “Sequence Rig”** is a pay and credit guarantee for each trip sequence of one (1) hour for each three (3) hours and thirty (30) minutes prorated to pay the difference when the actual flight time is less than the time so credited.
- BBB. **“Trip”, “Trip Sequence” or “Sequence”** means a series of flight segments that fall between report time and release at the crew base.
- CCC. **“Trip Hours/Time Away From Base (TAFB)”** means all time which is accrued from the time a Flight Attendant is required to report and check-in one (1) hour (Domestic/NIPD) / one (1) hour and fifteen (15) minutes (IPD) before scheduled departure at the airport of their crew base or actual reporting time, whichever is later, prior to proposed flight departure until the time a Flight is released a minimum of fifteen (15) minutes (Domestic) / thirty (30) minutes (NIPD/IPD) after actual arrival at their crew base for a minimum required rest period. These times shall also apply to deadheading (by air or surface).
- DDD. **“Trip Trade System (TTS)”** is a seniority based, automated daily bidding system that allows Flight Attendants to adjust their monthly schedule.
- EEE. **“Turn”** means a single duty period sequence which begins and ends at a Flight Attendant’s crew base.
- FFF. **“Union”** as used in this Agreement shall mean the Association of Professional Flight Attendants-APFA.
- GGG. **“Unsuccessful Bidder’s List (UBL)”** is a list of Lineholders who elect to be passed to Daily Scheduling because their bid was not awarded in TTS. The Unsuccessful Bidder’s List shall be used by Crew Scheduling for the processing of open time after TTS awards are completed. A Flight Attendant may elect to be removed from the Unsuccessful Bidder’s List.
- HHH. **“VEX Days (Vacation Extension)”** is a preplanned absence placed before or after at least seven (7) consecutive vacation days in PBS.

### **SECTION 3 - COMPENSATION**

A. Effective the first day of the bid month following Date of Ratification, a Flight Attendant on the payroll as a Flight Attendant shall be paid hourly rates as follows for all credited hours:

Years of Service	Effective Date				
	10/1/2024	10/1/2025 (2.75%)	10/1/2026 (3.0%)	10/1/2027 (3.0%)	10/1/2028 (3.5%)
1st Year	\$35.82	\$36.81	\$37.91	\$39.05	\$40.42
2nd Year	\$37.97	\$39.01	\$40.18	\$41.39	\$42.84
3rd Year	\$40.40	\$41.51	\$42.76	\$44.04	\$45.58
4th Year	\$43.03	\$44.21	\$45.54	\$46.91	\$48.55
5th Year	\$47.39	\$48.69	\$50.15	\$51.65	\$53.46
6th Year	\$53.67	\$55.15	\$56.80	\$58.50	\$60.55
7th Year	\$59.21	\$60.84	\$62.67	\$64.55	\$66.81
8th Year	\$61.11	\$62.79	\$64.67	\$66.61	\$68.94
9th Year	\$62.80	\$64.53	\$66.47	\$68.46	\$70.86
10th Year	\$65.15	\$66.94	\$68.95	\$71.02	\$73.51
11th Year	\$66.94	\$68.78	\$70.84	\$72.97	\$75.52
12th Year	\$70.12	\$72.05	\$74.21	\$76.44	\$79.12
13th Year	\$82.24	\$84.50	\$87.04	\$89.65	\$92.79

### **B. MINIMUM MONTHLY GUARANTEES**

1. Each Lineholder shall receive a seventy-one (71) hour guarantee at their hourly rate.
2. A Lineholder who voluntarily gives up a sequence(s) through the provisions of the Electronic Trade Board (ETB) or the Trip Trade System (TTS) to reduce their credited hours below seventy-one (71) hours shall have their applicable guarantee reduced accordingly.
3. Each Reserve shall receive a seventy-five (75) hour guarantee at their hourly rate. A Reserve who is in active status for less than one (1) full month shall have their minimum guarantee prorated as follows:

Total available Reserve days X 3:56 (31-day month) or 4:10 (30-day month).

4. A Flight Attendant who is in active service for less than one (1) full month shall have their minimum guarantee prorated as follows:

(Minimum Guarantee) ÷ (total number of days in the bid month) x the number of days on active status = Prorated Guarantee.

Reserve:  $75 \div 30\text{-day month} = 2.50$        $75 \div 31\text{-day month} = 2.42$   
Lineholder:  $71 \div 30\text{-day month} = 2.37$        $71 \div 31\text{-day month} = 2.29$

### C. PURSER, LEAD, AND GALLEY POSITION PREMIUM PAY

Aircraft Type	DOMESTIC			INTERNATIONAL		
	Lead	Purser	Galley	NIPD Lead	IPD Purser/Lead	Galley
B737-800/900	\$3.25			\$3.25		
A319/A320	\$3.25			\$3.25		
A321	\$3.25			\$3.25		
A321T	\$4.75	\$5.75*	\$1.00***			
A321XLR	\$3.25		\$1.00	\$3.75	\$5.75	\$2.00**
B777	\$3.25	\$5.75*	\$1.00**	\$6.50	\$7.50	\$2.00**
B787	\$3.25		\$1.00	\$6.50	\$7.50	\$2.00**

NOTE: Rates shown are per hour.

All Purser positions require a Purser qualification.

\*3-class Transcon only (if non-qualified Purser, premium rate is same as Purser rate).

\*\* One (1) Galley position per class of service, i.e., three (3) class of service – three (3) Galley positions, two (2) class of service – two (2) Galley positions

\*\*\*A321T will pay two (2) galley positions on three (3) class of service as provided in the September 22, 2020 Letter of Agreement (Side Letter L-3).

### D. BOARDING PAY

1. A Flight Attendant shall receive boarding pay for each flight segment actually boarded. The following provisions shall apply:
  - a. If a Flight Attendant boards a flight and all passengers deplane, the Flight Attendant shall receive the boarding pay for each boarding.
  - b. If a flight is boarded and the flight subsequently cancels, the Flight Attendant shall receive boarding pay for the boarding.
  - c. A Flight Attendant shall not receive boarding pay if they board a flight while on standby unless the Flight Attendant actually works the flight segments.
2. Boarding pay will be based on the scheduled boarding times in Sections 11, 14 and 18, and shall be paid for all minutes of the established boarding time for the flight segment. As an exception, Boarding Pay in Paragraph D, will not apply to boarding as described in Section 18.E.
3. Boarding pay will be paid as pay no credit and shall be equal to one half the Flight Attendant's rate of pay as specified in Section 3.A.

### E. HOLDING TIME

1. A Flight Attendant may be required to remain on duty with passengers on the aircraft at originating, intermediate, and terminating stations. Such required time on duty shall be considered "holding time" and shall not be considered as flight time for the purpose of flight time limitations.
2. At originating and intermediate stations when the ground time exceeds the scheduled ground

time by thirty (30) minutes, a Flight Attendant shall receive seven dollars (\$7.00) per hour or fraction thereof, for all time spent with passengers, excluding ground time.

3. At crew change stations when required to remain with passengers while waiting for replacements beyond forty-five (45) minutes, a Flight Attendant shall receive seven dollars (\$7.00) per hour or fraction thereof.

**Holding Time Examples:**

**Example 1)**

Originating flight/originating crew scheduled departure - 0700; actual departure - 0735. A :35 minute holding claim is applicable. The Flight Attendant would receive seven dollars (\$7.00) of ground holding pay.

**Example 2)**

Through flight/through crew (no posted delay). Scheduled arrival - 0630; actual arrival - 0700; scheduled departure - 0715; actual departure - 0730. No holding claim results from this example; however, if the actual departure time would have been 0746 then a :31 minute holding claim would have resulted.

**Example 3)**

Through flight/through crew (posted delay). Actual arrival - 0700; posted delay in departure time - 0720; actual departure - 0751. A :31 minute holding claim is applicable, i.e., holding pay is triggered :31 minutes after the posted departure. The Flight Attendant would receive seven dollars (\$7.00) ground-holding pay.

**Example 4)**

Through flight/crew change (assuming late arrival of inbound flight). Holding claim triggered :31 minutes after the posted departure. The Flight Attendant would receive seven dollars (\$7.00) of ground-holding pay.

**Example 5)**

Originating flight/originating crew scheduled departure – 0700; actual departure – 0805. A 1:05 minute holding claim is applicable. The Flight Attendant would receive two (2) hours of ground holding pay. The Flight Attendant would receive fourteen dollars (\$14.00) of ground-holding pay.

**F. UNDERSTAFFING PAY**

Should a flight be dispatched with fewer than the number of Flight Attendants required by the staffing parameters in Scheduling, Section 10, each Flight Attendant working the flight will be compensated at the rate of ten dollars and fifty cents (\$10.50) per credited hour, prorated to the nearest minute. In addition, the Flight Attendants operating these flights/sequences may use expedited service procedures.

**G. INTERNATIONAL PAY**

1. A Flight Attendant on an International Premium Destination (IPD) sequence will receive International Pay for all operating or deadheading segments scheduled in such sequence.

2. A Flight Attendant will be paid three dollars (\$3.00) for each hour or fraction thereof flown, prorated to the nearest minute, on Non-International Premium Destination (NIPD) flights.
3. A Flight Attendant will be paid three dollars and seventy-five cents (\$3.75) for each hour or fraction thereof flown, prorated to the nearest minute, on IPD sequences.

#### **H. JURY DUTY PAY**

1. If a Jury Duty summons is submitted to the Company before the PBS awards are final, a planned absence will be added for the day the Flight Attendant must appear/call in for jury duty and the following day. The Flight Attendant will receive a daily credit at the rate of four (4) hours and fifteen (15) minutes pay and credit per day.
2. If a jury duty summons is submitted to the Company after PBS awards are final and such jury duty assignment conflicts with a scheduled sequence, training day or day of availability, the Flight Attendant will be paid at the daily rate for the day scheduled to appear/call in for jury duty and the following day.
3. If the Flight Attendant is required to remain on call or is required to report for jury duty and the Flight Attendant is on duty or has a sequence conflict, the Flight Attendant will be paid the daily credit for each day of the jury duty obligation. If a Flight Attendant is required to report for jury duty, the Flight Attendant shall be eligible for pay protection at the daily rate for the following day (assuming the sequence operated on such date) but not thereafter.
4. A Lineholder who is serving on jury duty for a full month will be paid to their applicable monthly maximum. A Reserve serving on jury duty for a full month will be paid on the basis of sequences missed as described above. In no case would such Reserve be paid and credited less than their applicable monthly guarantee, and in no case more than their applicable monthly maximum.
5. If, through any combination of a Flight Attendant's scheduled duty with the Company and jury duty, the Flight Attendant is not provided with at least one (1) calendar day off in seven (7), such Flight Attendant shall have the right to move their scheduled day(s) off as necessary to provide the required minimum one (1) day off.

#### **I. DRUG TESTING**

A Flight Attendant will be paid fifteen dollars (\$15.00) for each random drug or alcohol test they are required to undergo after their release from duty. There will be no credit associated with the test or the payment.

#### **J. FOREIGN LANGUAGE SPEAKER PREMIUM PAY**

1. A Speaker will be paid at two dollars (\$2.00) per hour, prorated to the nearest minute, in addition to any other pay and applicable premiums, for all credit hours on any flight segment requiring the Flight Attendant's language skills. The Speaker premium will apply to all hours on deadhead flights.
2. International premium of three dollars (\$3.00) or three dollars and seventy-five cents (\$3.75) per hour, as applicable, in addition to the Speaker premium of two dollars (\$2.00) per hour, shall apply to International segments for which the Flight Attendant's language skills are required.
3. A Speaker, qualified in the language specified for the required Speaker positions on a flight segment, who is on the flight but not filling a required Speaker position, will be paid two dollars

(\$2.00) per hour, prorated to the nearest minute, in addition to any other pay and applicable premiums, for all credit hours on any segment matching the Flight Attendant's language skills.

## K. HOLIDAY / INCENTIVE DAY PAY

In addition to all other compensation, a Flight Attendant working on a sequence or serving Reserve Standby duty, which touches a Holiday Day(s) or Incentive Day shall be paid as follows:

1. **Holiday Day(s):** The days below shall be designated as Holiday Day(s). Any flying performed on a designated Holiday Day(s) including a Reschedule (Rescheduled flying performed on a Holiday Day(s) for a sequence which did not originally touch the Holiday Day(s)), shall pay a premium of one hundred percent (100%) over the Flight Attendant's base hourly rate (Holiday Day(s) premium is paid above guarantee for Reserves) for hours flown (based on the greater of scheduled or actual hours flown). If either the departure time of the flight (based on local station time) or the arrival time of the flight (based on local station time) touches or was scheduled to touch the actual holiday, Holiday Day pay would apply for the entire flight segment flown.
  - a. Wednesday before Thanksgiving Day
  - b. Thanksgiving Day
  - c. Sunday following Thanksgiving Day
  - d. Monday following Thanksgiving Day
  - e. December 24/Christmas Eve
  - f. December 25/Christmas Day
  - g. December 26/the day following Christmas Day
  - h. December 31/New Year's Eve
  - i. January 1/New Year's Day
2. **Incentive Day(s):** The Company may designate a day(s) as an "Incentive Day". Any flying performed on an Incentive Day(s), including Reschedule(s) (Rescheduled flying performed on the Incentive Day for a sequence which did not originally touch the Incentive Day) shall pay a premium of either fifty percent (50%) or one hundred percent (100%), as determined by the Company, over the Flight Attendant's base hourly rate for hours flown (based on the greater of scheduled or actual hours flown) on the Incentive Day (Incentive premium is paid above guarantee for reserves). If either the departure time of the flight (based on local station time) or the arrival time of the flight (based on local station time) touches or was scheduled to touch the actual Incentive Day, Incentive Day pay would apply for the entire flight segment flown.
3. For any Holiday Day(s) or Incentive Day(s) flight(s) that overlap a Red Flag sequence, the Holiday Day pay or Incentive Day pay for the flight(s) will be added to the Red Flag pay (e.g., Red Flag is designated as fifty percent (50%) premium for the sequence, and the Holiday Day pay or Incentive Day pay, as applicable, will pay in addition to the Red Flag pay for hours flown on the Incentive Day or Holiday Day).
4. Holiday Day(s) and Incentive Day percentage increases shall not apply to JCBA Premiums, e.g., Lead, Galley, International, Speaker, etc.
5. Airport Standby:
  - a. A Reserve who serves Airport Standby on a Holiday or Incentive Day and is assigned flying that departs on a non-Holiday or non-Incentive Day will be eligible for Holiday or Incentive Day premium on the standby shift only.

- b. A Reserve who serves Airport Standby on a Holiday or Incentive Day and is assigned flying that departs on the holiday or incentive day will be eligible for the Holiday or Incentive Day premium on the flight time only.
- c. A Reserve who serves Airport Standby on a Holiday or Incentive Day and does not fly will be eligible for the Holiday or Incentive Day premium for the standby shift.

6. A Flight Attendant who has a report, no fly event will be eligible for the premium pay associated with Incentive Day(s) or Holiday Day(s).

7. All segments flown as part of a scheduled ODAN that is completed in a single duty period and touches a designated Holiday or Incentive Day will be eligible for the additional pay in Paragraph 1 or 2 above.

#### **L. PREMIUMS FOR PAID TIME OFF**

Flight Attendants who are on sick leave, bereavement leave, settling days or jury duty are not entitled to Purser, Lead, Galley, Speaker, CRAF or International premiums. Flight Attendants will receive each applicable Purser, Lead, Galley, Speaker, CRAF and International pay premium for vacation hours only if the credit hours in the Flight Attendant's primary line or PBS award, as applicable, are inclusive of one hundred percent (100%) of any single premium(s), e.g., 100% Speaker, 100% Lead, etc.

#### **M. ATC HOLD/ACTUAL "OUT" TIME (CODE 59)**

##### **1. Pay and Credit for Delayed Engine Start**

When the Captain elects to delay starting engines due to quoted takeoff delays, flight time, at the option of the Captain, will be considered to begin at the time the aircraft would normally have departed. Such delay time is not included in block hour limitations as defined in Hours of Service, Section 11; however, it shall apply for pay and credit purposes and monthly credited time. Pay and credit under this provision shall not run concurrently with the holding time compensation as provided in Paragraph E.

##### **2. Actual "Out" Time (Code 59)**

In the following delay situations, flight time pay and credit for affected Flight Attendants will begin prior to the actual out time based on the time established by the Captain as provided herein, and the affected Flight Attendants will receive the greater of the scheduled block-to-block time or the delay time plus actual block time. In addition, such delay time will not be included in the block hour calculations as provided in Hours of Service, Section 11, nor will flight time pay and credit as defined below, run concurrently with any holding time or ground time compensations as provided in Paragraph E.

- a. In the event of a delay at the gate awaiting pushback, powerback or taxi out due to airport congestion caused by other aircraft or vehicular traffic, flight time pay and credit will begin at the time the aircraft was ready for immediate departure in all respects except for clearance from ramp or ground control, as determined by the Captain.
- b. In the event of a delay at the gate caused by the de-icing of the aircraft performed at the gate, flight time pay and credit will begin at the time the aircraft was ready for immediate departure in all respects except for clearance from ramp or ground control, as determined by the Captain.

- c. In the event maintenance is performed on the aircraft after departure from the gate but prior to take-off, and thereafter take-off is performed without returning to the gate, flight time pay and credit will begin from the original time of departure from the gate, including the time spent while having maintenance performed. In addition, in the event the aircraft taxis or is towed from the gate to have maintenance performed and thereafter performs a take-off without returning to a gate, flight time pay and credit will begin from the original time of taxi or tow from the gate, including the time spent while having maintenance performed.
- d. In the event of a delay at the gate awaiting pushback, powerback or taxi out due to congestion with deicing operations off the gate, flight time pay and credit will begin at the time the aircraft was ready for immediate departure in all respects except for clearance from ramp or ground control, as determined by the Captain.

#### **N. DIVERSION PAY**

When a flight is diverted and the aircraft is not blocked in at a gate, and/or passenger egress is prohibited, each Flight Attendant shall receive full flight time pay and credit for all such time on board. Such flight time will not be included in the block hour calculation as provided in Hours of Service, Section 11, nor will flight time pay and credit run concurrently with any holding time or ground time compensation as provided in Paragraph E.

#### **O. MONTHLY METHOD OF PAY**

- 1. Flight Attendants shall be paid semi-monthly (twenty-four (24) pay checks per year) on the fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) of each month except as specified in Paragraph O.3.
- 2. A Flight Attendants' pay on the thirtieth (30<sup>th</sup>) of the month shall be equal to thirty-seven and one-half (37.5) hours (one-half of Reserve Guarantee). The balance of pay due will be paid on the fifteenth (15<sup>th</sup>) of the following month.
- 3. If the thirtieth (30<sup>th</sup>) pay date falls on a weekend or a banking holiday, the pay date will become the preceding business day. If the fifteenth (15<sup>th</sup>) falls on a weekend or banking holiday, the pay date will become the following business day.
- 4. Provided the Company continues to distribute Flight Attendant paychecks, pay advices and payroll summaries via the U.S. Mail, a reasonable effort will be made to place such documents into the mail system within three (3) days prior to the applicable pay date. Upon an employee's request, a stop payment will be placed for any check not received by the third business day following the pay date. A replacement check will be issued within forty-eight (48) hours of a stop payment request.
- 5. A Flight Attendant may, upon completion of the proper forms provided by the Company, elect to receive their pay through direct deposit to the financial institution of the Flight Attendant's choice (subject to such financial institution being capable of receiving direct deposit).
- 6. The Company reserves the right to mandate electronic pay stubs, pay summaries, direct deposit, and W-2s in those states which allow any or all options. Should pay stubs and summaries be issued electronically, the Company will provide twelve (12) months of history provided the system allows for the retention of data for twelve (12) months.
- 7. The Company shall make payroll deductions consistent with the applicable law and the provisions of Paragraph Q.

## **P. PAY DISCREPANCIES**

1. When there is a shortage equivalent to two (2) hours of pay or less in a Flight Attendant's paycheck, such amount shall be added to their next check once the matter is resolved.
2. When there is a shortage equivalent to more than two (2) hours of pay but not exceeding five (5) hours of pay, such amount shall be deposited to the Flight Attendant's payroll payment method on file with the Company within five (5) days following resolution of the matter.
3. When there is a shortage exceeding five (5) hours of pay in a Flight Attendant's paycheck, and once such matter has been resolved, such amount shall be deposited to the Flight Attendant's payroll payment method on file with the Company within one (1) day following resolution of the matter, except where the shortage is due to the Flight Attendant's negligence or mistake.
4. Paragraph P.3 shall not apply to payroll irregularities of a system or crew base nature involving multiple employees; however, in such circumstances, the Company will make every reasonable effort to expedite the necessary corrective action.

## **Q. OVERPAYMENTS**

1. If a Flight Attendant is overpaid, their options shall be one of the following:
  - a. A new check shall be written immediately, or as soon as practicable, unless the Flight Attendant already cashed the paycheck.
  - b. Reimburse the Company the total amount that the Flight Attendant was overpaid.
  - c. Reimburse the Company through payroll deductions equally over two (2) months for overpayments less than or equal to two hundred and fifty dollars (\$250.00) and over four (4) months for overpayments greater than two hundred and fifty dollars (\$250.00).
2. Upon request of the Flight Attendant, the Company shall meet with them and review the payroll records substantiating the overpayment.

## **R. PROFIT SHARING**

1. The terms of profit sharing benefits for APFA represented employees (which replace and supersede any previous profit sharing provisions) shall be as set forth in this Section R.
2. APFA-represented employees will be eligible for annual profit sharing award payments if, for the year that the profit sharing award payment is attributable, (i) the employee received eligible earnings (under the meaning used by the current AAG profit sharing plan) from the Company for that profit sharing year and (ii) remained employed on the last day of that profit sharing year, or whose employment terminated during the profit sharing year by reason of the employee's retirement, involuntary furlough, disability, or death.
3. For each profit sharing year, the Company will calculate profit sharing award payments as follows:
  - a. An amount equal to ten percent (10%) of the dollar amount of American Airlines Group Inc.'s ("AAG") Pre-Tax Earnings up to \$2.5B for that year, and, an amount equal to twenty percent (20%) of the dollar amount of AAG's Pre-Tax Earnings above \$2.5B for that year will be attributed to a profit sharing pool ("Total Profit Sharing Pool").
  - b. A percentage of the Total Profit Sharing Pool will be allocated to the eligible APFA-represented employees by dividing the total eligible earnings of the APFA-represented

employees by the total eligible earnings of all participants in AAG's profit sharing program(s) ("APFA Profit Sharing Pool").

- c. The APFA Profit Sharing Pool will be divided by the amount of all the APFA-represented employees' eligible earnings, and the resulting quotient shall be the "payout percentage."
- d. The amount of the profit sharing award payment for each APFA-represented employee who is eligible for a profit sharing award for a profit sharing year shall be the product of the payout percentage multiplied by such eligible employee's eligible earnings from the Company for the applicable profit sharing year.

4. "AAG's Pre-Tax Earnings" means the earnings of AAG provided that such "earnings" are determined (i) before any applicable income tax expense, and (ii) by excluding all accruals under profit sharing plans and any other incentive compensation plan or agreement, and all extraordinary, unusual, one-time, restructuring, reorganization, integration, reduction in force, or other similar accounting adjustments as may be determined by the compensation committee of the Board of Directors in its discretion, after consultation with AAG's independent auditors; and provided, further, that AAG's Pre-Tax Earnings remain positive after accruals under profit sharing plans and all other incentive compensation plans or agreements are taken into account.
5. Profit sharing award payments shall be considered eligible compensation under the American Airlines, Inc. 401(K) plan and shall generally be made by March 15<sup>th</sup> of the subsequent calendar year or other such date as required by applicable law.
6. The Company retains discretion over all profit sharing related matters not specifically addressed in this Section.

#### **S. RED FLAG OPEN TIME**

Crew Scheduling may Red Flag a sequence/position in open time in accordance with Section 10.H. Red Flag sequences shall be paid at a premium rate of one hundred and fifty percent (150%) but credited at one hundred percent (100%).

## **SECTION 4 - EXPENSES**

### **A. PER DIEM**

1. A Flight Attendant shall be paid expenses for meals for each trip hour, prorated to the nearest minute, in accordance with the following rates:

Effective Date	Domestic	International
10/1/2024	\$2.85	\$3.40
10/1/2025	\$2.90	\$3.45
10/1/2026	\$2.95	\$3.50
10/1/2027	\$3.00	\$3.55
10/1/2028	\$3.05	\$3.60

2. International expenses shall apply to all service to and from International destinations.

Examples:

- CLT-PHL-BDA: The PHL-BDA segment would pay International expenses.
- MIA-GIG-MIA: All segments would pay International expenses.

3. A Flight Attendant assigned to training away from their crew base shall be paid expenses for meals at the above rates per hour for all hours away from the Flight Attendant's crew base including the check-in/check-out time for the deadhead to/from Recurrent training.
4. A Flight Attendant awarded or assigned to training at their crew base, shall be paid Per Diem for all actual hours in training, excluding Distance Learning.
5. Per Diem will not apply to Distance Learning.
6. A Flight Attendant, when away from their crew base at places other than regular system layover stations, shall be paid reasonable actual expenses for meals or the above rates for each trip hour, whichever is greater.
7. If a Flight Attendant is assigned a trip while on Reserve Standby, the Flight Attendant shall receive Per Diem from the commencement of Reserve Standby until the Flight Attendant is released in their crew base at the end of the assigned sequence.

### **B. SPECIAL**

1. A Flight Attendant assigned by the Company to duty away from their crew base on a temporary or special basis, such as recruitment or publicity/promotional assignments, shall be reimbursed for all reasonable actual expenses incurred, substantiated by receipts when required.
2. If such duty assignment is to exceed seven (7) nights, the Company will advance the Flight Attendant reasonable estimated expenses. Such a request must be made in writing to Inflight at least five (5) business days before the scheduled departure. If the Flight Attendant is given less than five (5) business days' notice of the assignment, the Flight Attendant may request an advance and shall receive the advance as soon as practicable. For an assignment of less than seven (7) days, the Company shall consider issuing the advance on a case by case basis.

### **C. CREW MEALS**

1. Crew meals will be provided when the flight time (block hours) is scheduled to exceed twelve (12) hours. Such crew meals on these flights will consist of the following:
  - a. Long-Range:  
Business Class Entrée/First Class Bulk Salad/Main Cabin Follow-On
  - b. Extended Long Range:  
Business Class Entrée/First Class Bulk Salad with Main Cabin tray set-up  
Main Cabin Entree with Main Cabin tray set-up

### **D. PARKING**

1. All Flight Attendants, local based and commuting, shall receive a Company paid parking permit at:
  - a. such Flight Attendant's base; or
  - b. American Airlines or its wholly owned carriers' station of the Flight Attendant's choice.
  - c. At base stations with multiple airports, stickers or permits may be issued for one (1) or all locations upon request. If insufficient permits are available to provide one (1) for each Flight Attendant desiring them, permits will be assigned in system seniority order at each issuance date.
2. To the extent that a Flight Attendant does not receive a permit as provided in Paragraph D.1, the Company will reimburse the Flight Attendant for parking expenses up to the amount of the cost of such permits at the Flight Attendant's base. For example, a Flight Attendant is based at DFW and desires a parking permit at SAN. Permits are not available at SAN. The Flight Attendant is entitled to be reimbursed for parking expenses up to an amount equal to the cost of parking permits at the Flight Attendant's base, which is DFW.
3. To the extent that a Flight Attendant desires to purchase a second parking permit, such purchase will be permitted. The Company will pay for the less expensive of the two (2) permits that the Flight Attendant receives. For example, a MIA based Flight Attendant has a DFW permit, but also desires a MIA parking permit. The Flight Attendant can obtain both permits, and the Company will pay for the less expensive of the two (2).
4. The Flight Attendant shall make the election to change their parking allowance upon changing crew bases or residence of record.
5. Claim Form Submittal

In accordance with Company policy, expense claims must be submitted within sixty (60) days of the occurrence.

## **SECTION 5 - MOVING EXPENSES**

### **A. QUALIFYING FOR EXPENSES**

The Company shall provide a paid move from a Flight Attendant's residence under the following circumstances:

1. Original vacancies upon opening of a new crew base or reestablished crew base, or new vacancies created within the first twelve (12) months after crew base opening.
2. Crew base closure.
3. Displacements from crew bases for any reason.
4. A Flight Attendant recalled to a crew base other than the crew base from which they were furloughed shall be paid moving expenses if the Flight Attendant accepts the first recall to which they are eligible.
5. If a Flight Attendant on a leave of absence, or any inactive status, would have otherwise been entitled to a paid move, the Flight Attendant will be entitled to such a paid move upon return to active status. Time on a leave of absence in excess of thirty (30) days will not be counted for purposes of the three (3) year time limit as specified in Paragraph E.1.

### **B. ALLOWABLE EXPENSES**

Moving expenses for Paragraph A shall be arranged and paid for by the Company in accordance with the following:

1. Reasonable actual moving expenses (not to exceed one hundred and ten percent (110%) of mover's estimate) for household and personal effects up to sixteen thousand (16,000) pounds excluding boats, boat trailers, camping and utility trailers that cannot be transported in the mover's van, lumber, cordwood and similarly unusual items.
2. Covered expenses will include the cost of packing, crating, unpacking, disconnection and reconnection of appliances (appliances will consist of the following: stove, microwave, convection oven, washer, dryer, refrigerator, television and antenna, computer equipment [excluding ISP], deep freeze and air conditioner]).
3. Movement of more than sixteen thousand (16,000) pounds will be considered on an individual basis.
4. Storage reimbursement up to thirty (30) days.
5. Insurance up to three dollars and fifty cents (\$3.50) per pound.
6. Expenses for vehicle moving shall be paid at twenty-five cents (\$0.25) per mile for one (1) or two (2) vehicles, provided they are registered in the name of the Flight Attendant, Flight Attendant's spouse, domestic partner and/or Flight Attendant's dependent(s), for a distance no greater than the shortest American Auto Association mileage between crew bases from which and to which the Flight Attendant is being transferred. Expenses will be provided as specified in Paragraph D.6. Such car(s) must be moved within one hundred and eighty (180) days of the move of household effects to be eligible for reimbursement under this provision. Verification of travel must be provided, using either dated gas or toll receipts. Reimbursement for parking and tolls will be provided if substantiated by receipts. If the distance between crew bases is

greater than one thousand and two hundred (1,200) miles, the Flight Attendant may elect to ship up to two (2) vehicles by car carrier. The total number of vehicles covered under either option shall not exceed two (2).

7. A Flight Attendant who resides in a single unit mobile home will receive, in lieu of the movement of household goods in Paragraphs B.1 and B.3, reasonable actual expenses including, but not limited to the cost of packing household goods within the unit and unblocking at the present location and blocking and unpacking household goods at the new location, and insurance for the transport of such mobile home. Such Flight Attendant will be eligible for all other expenses specified in this Section. The Company will pay for normal hook up of gas and/or electricity excluding any deposit requirements or rewiring of utility lines to the mobile home location. The Flight Attendant is responsible for road-worthy conditions, necessary road repairs and compliance with state and local laws.
8. In the event a Flight Attendant who qualifies for a paid move in accordance with this Section must break their lease, the Company shall reimburse the Flight Attendant for lease cancellation fees and for up to one (1) month's rent and the non-refundable security deposit provided the Flight Attendant does not renew the lease beyond the lease expiration date in effect on the effective date of the displacement. To obtain reimbursement, the Flight Attendant must attach the following documents to the relocation reimbursement form submitted to the Company:
  - a. Copy of the original lease;
  - b. Copy of the letter notifying the landlord of the intention to terminate the lease;
  - c. Written confirmation from the landlord outlining the fees collected for lease cancellation.
9. The Company will not reimburse penalties or expenses incurred as a result of the following: forfeiture of deposit for damages or other causes, failure to provide the landlord with written notice of intent to vacate, damage, repair, or vacating condition requirements.

#### **C. HOUSE FINDING FOR COMPANY PAID MOVES**

A Flight Attendant will be given passes in accordance with the Company's Relocation policy.

#### **D. SETTLING DAYS**

1. Upon request, the Company shall provide eligible Flight Attendants as set forth in Paragraph A.1-5 with up to five (5) consecutive calendar days free of all duty, the first three (3) days requested shall be paid and credited at the value of a duty period minimum day as specified in Hours of Service, Section 11, for the purpose of relocating. The three (3) paid and credited settling days will be designated as preplanned work days in PBS. The two (2) remaining unpaid and uncredited settling days, if requested, will be designated as preplanned reserve days in PBS and will reduce guarantee by the reserve daily rate. The three (3) paid and credited reserve days and the two (2) unpaid reserve days, if requested, will not count toward the reserve minimum days off in the bid period. A Flight Attendant claiming settling days will not be eligible for any premium pay.
2. For a Flight Attendant without a PBS award, the request for settling days pursuant to Paragraph D.1 must be made in advance to Crew Planning and the Company will honor the five (5) days requested by the Flight Attendant, provided adequate reserve coverage is available on such days.
3. Such settling days shall be subject to black-out dates for holidays and the day immediately preceding and following the holiday defined for the purpose of this Paragraph as New Year's

Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day.

4. In the event the Company is able to grant the settling days requested by the Flight Attendant, payment for such settling days will be in accordance with Paragraph D.1.
5. In the event the Company is unable to grant the specific settling days requested by the Flight Attendant, alternate settling days will be provided as close to the days initially requested by the Flight Attendant, and settling expenses as specified in Paragraph D.6 will be paid until such five (5) consecutive calendar days free from all duty are given.
6. Settling and en-route expenses will consist of reasonable actual expenses, when substantiated by receipts for a Flight Attendant and their family members incurred for meals, lodging and telephone calls. Extraordinary expenses will be allowed as circumstances indicate.

## **E. GENERAL**

The payment of moving expenses shall be subject to the following conditions:

1. The move must be completed within three (3) years of the effective date of the transfer. The date of the move will be the date the mover loads the household effects where the move originates.
2. The Flight Attendant's new residence (as defined in Paragraph H) must be located within two hundred (200) miles of the Flight Attendant's new crew base. If another employee group is allowed greater than two hundred (200) miles, the greater distance will be extended to Flight Attendants.
3. The distance between the Flight Attendant's old residence and the new residence must be the lesser of fifty (50) miles or fifty percent (50%) of the distance between the crew base from which and to which the Flight Attendant is being transferred.
4. When mutually agreeable, the above limitations may be extended due to unusual circumstances.
5. In the event a Flight Attendant becomes eligible for moving expenses under this Section more than one time prior to exercising their right to expenses for the first event triggering such eligibility, then such Flight Attendant may receive expenses for no more than one (1) move under this Section. When such Flight Attendant elects to move, the Flight Attendant shall notify the Company which of the displacement events for which they are eligible in accordance with Paragraph A shall be used for expense reimbursement under Paragraph E.

## **F. TRANSFERS**

A Flight Attendant transferring from one crew base to another at their own request or as a result of a priority return will bear their own expenses, except free available space on Company transportation facilities for the shipping of personal belongings shall be furnished to the extent permitted by law.

## **G. NEW HIRES**

1. The Company shall provide a Flight Attendant with five (5) consecutive calendar days free from duty, three (3) days of which shall be paid and credited at the value of a duty day period minimum day as specified in Hours of Service, Section 11, for the purpose of relocating.
2. Upon completion of initial Flight Attendant training and until five (5) consecutive settling days are completed, the Company shall provide Flight Attendants with the following:

- a. Acceptable hotel accommodations in accordance with Crew Accommodations, Section 6.
- b. Per Diem at the applicable rate provided in Expenses, Section 4. The foregoing Per Diem shall be offset by Per Diem paid while on duty.

3. Settling days and base indoctrination shall not be included as available days when calculating a new hire Flight Attendant's remaining monthly day(s) free from duty pursuant to Section 10.D.16.d.

#### **H. DEFINITIONS**

"Residence" shall mean residential property occupied by the Flight Attendant and will not apply to commercial property, vacation property, or unimproved property. Residential property for purposes of this Paragraph shall mean urban, suburban, or rural property that the Flight Attendant occupies as their residence. Any crops, livestock, implements, or commercial undertakings that may be associated or contained on such premises will not be subject to these provisions. Further, when a commercial enterprise is an integral part of the Flight Attendant's residence or the property on which it is situated, these provisions will not apply.

## **SECTION 6 - CREW ACCOMMODATIONS**

### **A. APFA HOTEL COMMITTEE**

1. A Hotel Transportation Committee, made up of representatives of the APFA and the Company, will be established and shall meet as needed to review and resolve all Flight Attendant feedback relating to lodging accommodations and transportation for Flight Attendants.
2. Guidelines for the selection of hotels and transportation shall include the safety and security of the transportation vehicles, rooms and hotel locations; the cleanliness and quietness of the accommodations, and the adequacy of the eating facilities. The following procedures will be used in the selection of hotel accommodations and associated transportation:
  - a. The APFA's National Hotel Chair, and/or their designee(s), will meet quarterly with the representatives of the Company, or more frequently, if needed, to review the suitability of hotel accommodations and associated transportation for Flight Attendants. The parties intend that the APFA's National Hotel Department representative(s) be given the opportunity to consult with and make recommendations to the Company on the selection and suitability of accommodations and associated transportation.
  - b. When changing or selecting accommodations, the Company will prepare a list of hotels being considered and provide such list to the APFA. If requested, the Company will also provide a list of all companies from whom bids were requested and all companies who submitted bids. Lists provided to the APFA will not include any details or pricing information. The APFA will have the opportunity to add facilities to the list of those being considered. The parties will jointly inspect the proposed facilities (including any added to the list by the APFA). The Company will provide the APFA with a minimum of fifteen (15) days' notice of any city or cities to be reviewed.
  - c. The Company will consider all recommendations of the APFA and then select the facility to be used from those that are mutually acceptable to the Company and the APFA. It is the intent of the parties that representatives of the Company and the APFA's National Hotel Department reach agreement on the selection of the hotel accommodations. If, however, there are no mutually acceptable facilities, the Company and the APFA National President, or their designee, will meet to attempt to agree on a facility. If the Company and the APFA National President, or their designee, cannot reach agreement, the Company will make the final determination.
  - d. If the Company receives a report from the APFA's National Hotel Department of a problem with a facility or associated transportation arrangement, the Company will promptly investigate the reported problem and respond to the APFA within fifteen (15) calendar days on the results of its investigation and the actions being taken to resolve the problems that are confirmed by the Company.
  - e. Subject to the limitations of Paragraph A.2.b, the Company and the APFA National Hotel Department will make available to each other all information reasonably calculated to assist in decisions regarding hotel accommodations, including but not limited to any reports received from Flight Attendants.
3. The Company will make every effort to avoid delays in room assignments at all hotels.
4. The APFA Hotel Committee Chairperson, or their designee, shall be released from duty to inspect any hotels contemplated under this Section. When the Company requests that an APFA Committee member conduct hotel inspections in lieu of sending a Company representative, any pay lost because of the release from duty shall be paid by the Company. Otherwise, the

APFA shall be responsible for the Hotel Committee member's flight pay loss. The Hotel Committee member shall be provided with positive space on-line transportation to conduct the hotel inspection. The Company shall provide positive space transportation for one (1) APFA Hotel Committee member for all hotel inspections. If on-line travel is not available to the destination, positive space on-line travel will be provided to a location that allows for a connection. If an on-line connection is not available, interline travel will be arranged in accordance with Company policy.

## B. LODGING

1. The Company shall provide a comfortable, safe and clean single occupancy hotel room to a Flight Attendant when:
  - a. a Flight Attendant has a scheduled or unscheduled layover;
  - b. scheduled ground time exceeds four (4) hours (block-to-block);
  - c. unscheduled ground time is projected to exceed four (4) hours (block-to-block);
  - d. on an "On-Duty All-Nighter (ODAN) sequence with ground time of four (4) hours or more, block-to-block, the room will be scheduled when the sequence is constructed.
2. A Flight Attendant on a sequence containing an ODAN duty sequence shall be provided overnight accommodations at an airport hotel if one exists and provided such property is consistent with the comparable properties used for short overnights. If an airport hotel is not available, the Company shall work with the APFA Hotel Committee to select a suitable hotel for such ODANs as close to the airport as possible.
3. In selecting hotels, the Company and the APFA Hotel Committee shall consider the following:
  - a. Hotels with twenty-four (24) hour restaurants or room service with discounted crew menus or twenty-four (24) hour transportation service to nearby restaurants;
  - b. Hotels with rooms for Flight Attendants as follows: on the second or higher floor, on the same floor, with queen or king-size beds, with doors that open to an indoor hallway and are removed from elevators, ice machines, and other noise sources, and have effective sound-proofing; are away from stairwells and emergency exit doors; with effective blackout curtains, self-controlled quiet heating and air conditioning systems and on non-smoking floors (individual crew members may request to be assigned to smoking rooms based on availability);
  - c. Availability of a separate crew sign-in sheet and crew rooms that will be immediately available upon arrival of the crew;
  - d. Hotels with unblocked telephones, free local calls, no charge for making toll-free calls and no long-distance access charges, free hairdryers, coffee-makers, irons, ironing-boards and refrigerators.
  - e. Free in-room high-speed or Wi-Fi internet access;
  - f. Safe and secure transportation for the crew members and their luggage;
  - g. Hotels with adequate guest security;
  - h. Hotels with exercise facilities;

- i. Responsiveness to concerns raised;
- j. Problems with current renovation or construction; and,
- k. Non-stop transportation to and from the airport.

4. In the event that regularly assigned lodging is not available or if the crew is diverted to other than the scheduled layover, the Company shall provide other like lodging. If the Company is not able to secure like lodging, the Flight Attendant will be allowed reasonable, actual expenses for other like lodging, substantiated by a receipt.

5. Compensation for Hotel Delays

- a. In the event of a schedule modification (reschedule, cancellation or other schedule change) which necessitates a hotel room, the Company will provide a hotel assignment. If the Company fails to notify the Flight Attendant of a hotel assignment within one (1) hour from the later of block-in at actual layover city or schedule modification in accordance with the timelines set forth in Section 10.J.3.d or 10.J.4.c, the Flight Attendant shall be paid at the rate of one hundred and fifty percent (150%) and credited at one hundred percent (100%) for the duty period preceding the layover. If the Company fails to notify the Flight Attendant of a hotel assignment within three (3) hours from the later of block-in at actual layover city or schedule modification in accordance with the timelines set forth in Section 10.J.3.d or 10.J.4.c, the Flight Attendant shall be paid at the rate of one hundred and fifty percent (150%) and credited at one hundred percent (100%) for the entire sequence instead of the duty period.
- b. A Flight Attendant who is eligible for the pay in the above Paragraph and subsequently secures a hotel room either on their own or through the Company will receive the pay specified above, as applicable, for either the entire duty period or the entire sequence but not both.

6. If APFA identifies issues with hotel assignments or transportation (e.g., incidents of unreasonable failures or delays in hotel provision or transportation), the APFA's National Hotel Chair may request to meet to discuss the concerns. If the parties determine a problem exists, the Company will develop a plan to address the issue(s).

7. If a hotel with an existing contract informs the Company it is planning or undergoing renovation or construction, the Company shall notify the APFA Hotel Committee. The APFA Hotel Committee and the Company will, upon request of the APFA, meet to determine the suitability of the hotel in situations where the construction/renovation interferes with crew rest or safety.

8. Flight Attendants will be offered the same hotel list as Pilots unless the APFA Hotel Committee objects to a particular hotel, in which case Paragraph B.3 will apply.

9. The Company agrees to meet with APFA within ninety (90) days of ratification to discuss the possible development of a hotel gainsharing program.

## C. TRANSPORTATION

- 1. The Company shall provide transportation at all layover stations.
- 2. At points other than the Flight Attendant's crew base, where the Company's scheduled or prearranged transportation is not available within twenty (20) minutes after such is requested by the Flight Attendant, the Flight Attendant will be authorized to take alternate transportation to the hotel. On overnights scheduled for less than ten (10) hours and thirty (30) minutes,

transportation shall be available within ten (10) minutes and the twenty (20) minute wait set forth above shall not apply.

- a. The expense for the transportation shall be paid by the hotel, or
- b. If the hotel refuses to pay for alternate transportation, the Flight Attendant shall pay for the transportation and be reimbursed by the Company or the Company may provide a cab voucher.
- c. Reimbursement shall be made on the paycheck containing the pay exceptions for the month following the submission of the expense. The Company may require receipts to be submitted from a Flight Attendant seeking reimbursement.
3. When authorized by Crew Scheduling, actual expenses for round-trip cab transportation within a ninety (90) minute radius of the airport will be allowed when substantiated by appropriate receipts when a Flight Attendant is called to duty, and agrees to report with less than two (2) hours' notice prior to the scheduled departure of a flight (or three (3) hours' notice for co-terminal). Exceptions will be considered on an individual basis. In lieu of cab transportation, the Company will reimburse reasonable expenses for short-term parking (i.e., daily parking if available; if not available, hourly parking).
4. At a crew base, a Flight Attendant will be allowed actual transportation charges substantiated by receipts if the flight on which they are assigned terminates between 2300 and 0600 as a result of late operation.
5. At a crew base where there is an employee bus service scheduled, a Flight Attendant will be allowed actual parking charges for a non-premium public parking area when substantiated by a receipt if the employee bus transportation is not available (not scheduled to operate) during periods when flights terminate or originate including the reporting period.

#### **D. GENERAL**

1. A Flight Attendant will not be required to provide a credit card in order to check-in to the hotel.
2. Each Flight Attendant shall pay for any incidental charges (e.g., telephone calls, in-room movie rental, etc.) prior to checking out of the hotel. All expenses (e.g., restaurant, lounge, room service, laundry/dry cleaning, etc.) must be paid at the time the services are rendered unless credit arrangements have been individually established by the Flight Attendant with the hotel upon check-in. It is the Flight Attendant's responsibility to resolve any discrepancies in incidental charges at the time of check-out.
3. Hotels, hotel phone numbers, van/limo service providers and van/limo service phone numbers will be listed in the bid packet and the Crew Management System. In the event there is a change in layover accommodations, the Flight Attendant shall be notified of the change as soon as possible. A Reserve Flight Attendant who has been advised to proceed directly to the gate area for a trip shall be notified of their crew accommodations and van/limo service provider prior to departure.
4. The Company shall arrange for crew hotels to provide an appropriate crew meal on Thanksgiving, Christmas Day and New Year's Day, in the event on-site or local restaurants are closed.
5. Crew Schedule will not release information to third parties concerning the Flight Attendant's schedule unless authorized by the Flight Attendant. The Flight Attendant is responsible for

providing hotel locations and phone numbers to their family members. In cases of emergency, Crew Schedule will relay messages to Flight Attendants as soon as possible.

6. If a Flight Attendant chooses not to stay at their assigned hotel, they must electronically notify the Company no later than one (1) hour after the release time of the duty period and must provide a contact number where they can be reached. The Company will provide a confirmation receipt to the Flight Attendant.
7. A Flight Attendant assigned to the same hotel for two (2) or three (3) consecutive nights must check-in and out daily prior to a commencing a duty period, except while on a TDY assignment.

#### **E. FLIGHT ATTENDANT CREW LOUNGES**

1. The Company shall provide a crew lounge at each crew base.
2. The crew lounge at each crew base shall be clean, properly lighted, properly heated and air conditioned, well ventilated, and contain chairs, tables, computers, wi-fi and telephones.
3. The Company will consult with the APFA Base President when establishing a new Flight Attendant lounge or making a major change to an existing Flight Attendant lounge.

## **SECTION 7 - UNIFORMS**

A. A newly employed Flight Attendant will be required to purchase one initial set of required STANDARD 100 by OEKO-TEX certified, or comparable certification, uniform items for the gender with which the Flight Attendant identifies:

### **1. FEMALE – REQUIRED UNIFORM LIST**

- Blazers (2) (can select 1 Short Sleeve & Long Sleeve Blazer or 2 Long Sleeve Blazers)
- Short Sleeve Blazer or Vest (1)
- Sweaters (2) (Choice of Button Cardigan and/or Heavyweight Sweater)
- Bottoms (4)
  - Pants (Classic or Slim)
  - Skirts (A-Line or Wrap)
  - Dresses (Shirt Dress, Short or Long Sleeve) (Maximum of 2 dresses)
- Blouses (5) (Choice of Long and Short Sleeve Shirt)
- Serving Garment (2)
- Belt (1)
- Neckwear/Scarfs (2)
- All-Weather Coat (1)\*\*
- Wool Topper Coat (optional)\*\*
- Winter Scarf (optional)\*\*
- Flight Tote Bag (1)
- Luggage (1) 22-inch Rollaboard
- Wings (2) \*
- Name Tag (1)

### **2. MALE – REQUIRED UNIFORM LIST**

- Blazer (2)
- Sweaters (2) (Choice of Button Cardigan and/or Heavyweight Sweater)
- Vest (1)
- Pants (4) (Classic Flat Front or Slim Flat Front)
- Shirts (5) (Choice of Long and Short Sleeve Shirts, Classic or Slim Fit)
- Tie (2) (clip-on optional)
- Serving Garment (2)
- Belt (1)
- All-Weather Coat (1)\*\*
- Wool Car Coat (optional) \*\*
- Winter Scarf (optional)\*\*
- Flight Tote Bag (1)
- Luggage (1) 22-inch Rollaboard
- Wings (2) \*
- Name Tag (1)

\*The initial sets of wings and name tags, required to be worn by a Flight Attendant will be furnished by the Company at no cost. Damaged wings and/or name tags will be replaced by the Company at no cost.

\*\*Eligible for replacement in accordance with 7.D.3.b and 7.E.1.

B. Any additional required item(s) required by the Company as part of the uniform shall be incorporated into the Required Uniform List(s).

C. Additional items not considered as required items may be approved uniform items and may be available for purchase and not eligible for replacement. A Flight Attendant at their option may use "uniform dollars" to buy additional items.

**D. UNIFORM DOLLARS**

1. A Flight Attendant will earn uniform dollars based on the number of paid hours in the previous calendar year to be used in the subsequent year. Each January, the Company will credit Flight Attendant uniform dollars based on the following scale:

Paid Hours	Uniform Dollars
More than 960	\$250
721 - 960	\$225
481 - 720	\$175
200 - 480	\$125
Less than 200	\$0

2. Any unused uniform dollars will roll over to the following year to be used for items in Paragraph A, excluding Paragraph D.3.

3. The Company will pay for the replacement of the following items for normal wear and tear.

- a. Luggage will be eligible for replacement at no cost to the Flight Attendant every three (3) years.
- b. A coat(s) will be eligible for replacement at no cost to the Flight Attendant every five (5) years.
- c. Replacements prior to timeframes described in 3.a. and b above on a case-by-case basis.

**E. UNIFORM REPLACEMENT**

1. In the event of a complete or partial change, the Company will pay for the replacement of the applicable Required Uniform Items listed in Paragraph A.

2. The Company shall bear all shipping costs (delivery/return) for the purchase or replacement of items on the Required Uniform List.

3. Serving garments and overnight bags will be furnished on a loan basis, if needed, while the Flight Attendant obtains a replacement.

4. In the event a Flight Attendant who has received a replacement item terminates their employment, such items shall be returned to the Company.

F. Reasonable uniform alteration costs, with the submission of a receipt, will be reimbursed by the Company.

G. During periods of uniform changeover, commensurate with the adequacy of facilities, the Company will do all possible to have the Flight Attendant uniform fittings accomplished at the Flight Attendant's home base airport.

- H. The Company will provide two (2) maternity uniforms to a pregnant Flight Attendant who is unable to wear their regular uniform. Such Flight Attendant may choose from available maternity outfits. The Flight Attendant shall retain this uniform to wear for a future pregnancy(s).
- I. A Flight Attendant shall not be required to wear a hat as part of the uniform.
- J. A Flight Attendant on an International flight will wear the same uniform as a Flight Attendant on a Domestic flight unless mutually agreed otherwise. A Flight Attendant may be required to wear a tie or neckwear.
- K. A Flight Attendant must wear the prescribed uniform at all times when on duty, except a Flight Attendant shall not be required to wear their uniform when deadheading. A deadheading Flight Attendant must comply with Company regulations with regard to non-revenue attire.
- L. A Flight Attendant will be allowed to wear the current APFA emblem or pin on their uniform while on duty.
- M. A Flight Attendant shall not be required to display their last name on any part of the uniform, including serving garment or any other visible part of the uniform, except as required by federal regulations. The wings will not include the Flight Attendant's name, unless mutually agreed by Company and the APFA Contract Chairperson or their designee.
- N. A Flight Attendant shall not be required to wear a shoe with more than a one-inch heel at any time while in uniform and shall be allowed to wear a flat-soled shoe in the cabin. Exceptions to the shoe policy will require medical documentation.
- O. A Flight Attendant may wear a short sleeve shirt year-round. The wearing of jackets may be required.
- P. A Flight Attendant who has a uniform item, Electronic Flight Bag (EFB) or Company ID stolen or damaged while on duty shall, upon prompt submission of a claim to their supervisor/manager within twenty-four (24) hours of release from duty in crew base, have such item(s) replaced at no cost to the Flight Attendant provided the investigation results in the Flight Attendant being absolved of negligence. Items stolen or damaged while the Flight Attendant is not on duty will be handled on a case by case basis.

#### **Q. PAYROLL DEDUCTION OF UNIFORMS ITEMS**

- 1. The initial uniform purchase shall be payroll deducted in increments not to exceed twenty-five dollars (\$25.00) per paycheck.
- 2. A Flight Attendant may have any subsequent uniform purchases payroll deducted. The following restrictions apply:
  - a. Minimum purchase eligible for payroll deduction: twenty-five dollars (\$25.00);
  - b. Maximum balance due on account: three hundred dollars (\$300.00), except a newly employed Flight Attendant shall be permitted to deduct the entire cost of the initial required uniform items;
  - c. Maximum amount to be deducted per paycheck: twenty-five dollars (\$25.00)

3. Flight Attendants will be provided with an invoice detailing the cost of each uniform item deducted from their paycheck. The cost to the Flight Attendant shall be no more than the cost to the Company, except for extra items that are available to the public for purchase.

#### **R. UNION UNIFORM COMMITTEE**

1. The Company shall meet with the APFA Uniform Committee to discuss any anticipated major changes in style, color, material, or substantial cost increase of uniforms. The recommendations of this committee, the APFA, the weather conditions, and workloads shall be taken into consideration. Except as specifically provided in Section 7, the Company reserves the right to make all final uniform change decisions.
2. The APFA Uniform Committee Chairperson and/or their designee shall be allowed to attend meetings or presentations, and any Company initiated manufacturing facility tour with any potential uniform vendors scheduled as part of the selection process. The Company shall consider the APFA Uniform Committee's recommendations before changing uniform vendors. The Company will work with the APFA Uniform Committee to expeditiously resolve concerns over uniform designs/manufacturing defects.

## **SECTION 8 - VACATION**

### **A. VACATION ACCRUAL**

1. A Flight Attendant will be eligible for vacation accrual, subject to the completion of their probationary period, according to the years of service completed as a Flight Attendant and number of months of active service as a Flight Attendant in the preceding year as follows:

<b>Years of Active Service</b>	<b>Days per Year</b>
1-4	7 days
5	10 days
6	12 days
7-9	14 days
10-12	18 days
13-15	21 days
16-17	23 days
18-25	31 days
26 +	35 days

2. A Flight Attendant who completes less than twelve (12) months of active service in the preceding year shall have their vacation accrual prorated.
3. Vacation will be accrued for each contractual month during which the Flight Attendant is on active status for at least fifteen (15) calendar days. As an exception, a Flight Attendant on active status for less than fifteen (15) calendar days in a contractual month will accrue vacation if a minimum of forty (40) hours of pay and credit are achieved during the month.

### **B. VACATION PAY AND CREDIT**

1. Vacation days in blocks of seven (7) or more consecutive days will be paid and credited at four (4) hours per day at the Flight Attendant's rate of pay. Vacation days in blocks of less than seven (7) consecutive days will be paid at four (4) hours and credited at three and one-half (3.5) hours per day. Vacation pay and credit shall be based on a Flight Attendant's longevity at the time the vacation is taken.
2. Premium pay (Lead, Purser, Galley, Speaker, International and CRAF) will be paid to a Flight Attendant on vacation as specified in Compensation, Section 3.

### **C. VACATION BIDDING**

1. A Flight Attendant must bid vacation in periods of four (4) or more consecutive days, provided that a Flight Attendant may bid one (1) block of either one (1), two (2) or three (3) consecutive days per year. There shall be no limit on the number of vacation days a Flight Attendant may bid in a month.

## 2. Primary Vacation Bid

- a. A Flight Attendant shall complete and file their preference for vacation periods up to the maximum of the Flight Attendant's accrual on or before March 7<sup>th</sup> based on their accrual the previous calendar year. The vacation fiscal year will include the May to April contractual months. Vacation bids will be open for a minimum of thirty (30) days. A master yearly vacation day matrix will be available electronically on the Company Intranet at the same time vacation bids open. The number of vacation days will be no less than the number of days available to Flight Attendants for bid for that year. Vacation periods will be awarded on the basis of preference in order of seniority. Award results shall be posted no later than March 15<sup>th</sup>.
- b. The Company will meet with the APFA National President or their designee to provide the APFA with information as to the vacation matrix planned for the following year one (1) week prior to the opening of the annual primary vacation bid.
- c. Monthly Allocation of Vacations

The Company shall offer for bid each month a minimum of four and one-half percent (4.5%) of the total vacation days available at each base during the months of July, August and December and in all other months a minimum of three percent (3%) of the total vacation days available at each base.

## 3. Secondary Vacation Bid

A Flight Attendant who is not awarded any or all of their vacation or, who failed to bid in the primary vacation bid, or who has carry forward days to bid may bid on open vacation days in the secondary vacation bid to be completed on or before March 23<sup>rd</sup>. If a Flight Attendant has been awarded a period of less than four (4) days in the primary vacation bid, the Flight Attendant will only be able to bid a period of less than four (4) days in the secondary vacation bid if they have less than four (4) days to bid in the secondary vacation bid.

## 4. Assignment of Vacation

A Flight Attendant who is not awarded any or all of their vacation or who failed to bid in the primary or secondary vacation bid will be assigned vacation period(s) by the Company. Vacation will be assigned in seniority order starting with December 31<sup>st</sup>, assigning periods in reverse chronological order in groups of seven (7) days. When the Flight Attendant has less than seven (7) days unassigned, or there are no seven (7) day periods in that year to assign the Flight Attendant, the assignment will be made to the first group that matches the remaining day(s) starting with December 31<sup>st</sup>. If this process results in the Flight Attendant receiving a less than four (4) day period, such period will be assigned even if the Flight Attendant was already awarded a less than four (4) day period in the primary vacation bid.

### Example:

A Flight Attendant has thirteen (13) vacation days that they failed to bid. The Company will assign the first available seven (7) day period, working back from December 31<sup>st</sup>. The Company will then assign the first available six (6) day period, working back from December 31<sup>st</sup>.

## 5. Vacation Awards

Vacation periods will be awarded and assigned in order of seniority. Award and assignment results shall be posted on or before March 31<sup>st</sup>.

## 6. Monthly Vacation Rebid

- a. Vacation days vacated by a Flight Attendant because of separation, leave of absence, vacation periods which were not awarded, or became available as a result of any previous vacation rebid that year, will be posted for rebid as specified in Paragraph C.6.b, for a minimum of ten (10) days and shall be awarded no later than the first of each month, one (1) month prior, in order of seniority among the Flight Attendants bidding such vacation days in the crew base. Only vacation days posted at the beginning of the vacation rebid will be awarded that month. Such known vacation days which apply to the remainder of the year, will be posted for rebid each month.
- b. Vacation days vacated will be posted for rebid as follows:

- i. If a Flight Attendant separates from the Company, all of their vacation following their projected separation date will be taken off the Flight Attendant's line effective the date of notification and placed in the next monthly vacation rebid following the Flight Attendant's notice to the Company of separation. If the Flight Attendant does not in fact separate from the Company, the Flight Attendant shall participate in the monthly vacation rebid to schedule their vacation;

Example:

A Flight Attendant submits a notice on February 10<sup>th</sup> that their last date of employment will be June 1<sup>st</sup>. The Flight Attendant has vacation scheduled in May, July and August. The July and August vacations will be placed into the March rebid.

- ii. A Flight Attendant on a Medical Leave, IOD Leave, or any leave of uncertain duration, will retain their awarded vacation dates unless the Flight Attendant chooses to be paid out such vacation. However, if by the opening date of the monthly vacation rebid process for the scheduled vacation, the Flight Attendant has not provided the Company with a release from their doctor, the vacation will be placed in the vacation rebid. If the Flight Attendant is subsequently released by their doctor prior to the Flight Attendant's scheduled vacation, they will be allowed to assume such dates, in addition to any Flight Attendant who has bid and been awarded such dates in the vacation rebid;

Example:

A Flight Attendant on a Medical Leave, IOD Leave, or any leave of uncertain duration has vacation scheduled in May. The opening date of the monthly vacation rebid process is March 1<sup>st</sup>. On March 1<sup>st</sup>, the vacation will be removed from the Flight Attendant and placed in the monthly rebid for May and beyond. If the Flight Attendant subsequently submits a release from their doctor and returns to work prior to the vacation, the Flight Attendant's vacation will be reinstated.

- iii. If a Flight Attendant is on a leave of absence with a specified return date, excluding Medical Leaves and IOD Leaves, any vacation time falling within the period of the leave will be posted in the next monthly vacation rebid.
- c. A Flight Attendant's request to cancel or rebid an awarded vacation may not result in the Flight Attendant having an additional less than four (4) day group for that year if the Flight Attendant already has been awarded such group(s).

## 7. Vacation Bidding - Leave of Absence

- a. A Flight Attendant on a leave of absence at the time of the vacation bid may participate in the vacation bid for the following year provided they have accrued vacation to bid for the following year. If the Flight Attendant does not bid in the primary or secondary vacation bids, they will be assigned vacation periods pursuant to Paragraph C.4.

- b. Any vacation days accrued prior to the year of the primary vacation bid will be considered carry forward days and bid in the secondary vacation bid. If the Flight Attendant fails to bid such days, the day(s) will be assigned pursuant to Paragraph C.4.
- c. If by the opening date of the monthly vacation rebid process for the scheduled vacation, the Flight Attendant has not provided the Company with a release from their doctor, the vacation will be placed in the vacation rebid. If the Flight Attendant is subsequently released by their doctor prior to their scheduled vacation, the Flight Attendant will be allowed to assume such dates, in addition to any Flight Attendant who has bid and been awarded such dates in the vacation rebid.
- d. A Flight Attendant who has been awarded vacation prior to the beginning of an unpaid leave of absence and whose vacation falls during the leave of absence shall have one opportunity to exercise one of the following options:
  - i. A Flight Attendant may request a payout for all or part of their vacation at the commencement or return to duty from a leave of absence.
  - ii. A Flight Attendant may request a payout for all or part of their vacation during the leave of absence.
- e. A Flight Attendant may cancel all or part of the scheduled vacation while on a paid or unpaid leave of absence and rebid such days upon the Flight Attendant's return to duty.
- f. A Flight Attendant on a leave of absence may trade with another Flight Attendant provided the Flight Attendant's vacation has not been posted for the vacation rebid pursuant to Paragraph C.6.
- g. A Flight Attendant on a medical leave of absence and claiming sick leave, may, at their option, take vacation in the month the vacation is scheduled. Such Flight Attendant may participate in the monthly rebid. Any such vacation time shall be applied towards the credited hours for the purpose of determining active status as specified in Sick Leave, Section 9.
- h. A Flight Attendant who is unsuccessful in rebidding vacation days during the remaining months in the current vacation fiscal year or if there are no months left in the current vacation fiscal year to rebid the unscheduled vacation days, will carry over the days and must bid the days during the secondary vacation bid or the days will be assigned pursuant to Paragraph C.4.

#### **D. VACATION LIMITS AND CARRY-FORWARD**

- 1. Vacations shall not be cumulative and must be taken within the vacation fiscal year subsequent to the year in which the vacation is earned.
- 2. Should a Flight Attendant be unable to take their accrued vacation because of circumstances beyond the Flight Attendant's control, the Company will examine each case based on its individual merits and determine if the Flight Attendant will be eligible to carry over such accrual to open periods in the subsequent year.
- 3. A Flight Attendant who has unassigned carry forward days must bid the days during the secondary vacation bid or the days will be assigned pursuant to Paragraph C.4.

## **E. FILLER DAYS**

1. A Flight Attendant, at their option, may hold twenty percent (20%) of accrued vacation days to a maximum of seven (7) days to be used as filler days. All filler days must be taken in the vacation fiscal year subsequent to accrual.

Example:      Total Accrual    24  
                  20%                5

2. The Company will establish a separate pool of vacation slots which will be dedicated for filler day use. The formula for determining this pool will be based on the number of filler days awarded to Flight Attendants throughout the system but never less than five percent (5%) of the average vacation days allotted for each crew base on a day-by-day basis as determined by the master yearly matrix. When the percentage results in a decimal it will be rounded up to the next whole number.

Date	Crew Base	Daily Crew Base Allotment	Filler Day Allotment
June 15	PHL	241	At least 13

3. The award of filler days will be accomplished as follows:
  - a. The master yearly filler day matrix will be posted on the Company intranet at the same time vacation bids open.
  - b. Filler days for the following month will be awarded on or before the eighth (8<sup>th</sup>) of each month effective with PBS (prior to PBS, the tenth (10<sup>th</sup>) of each month), immediately after monthly vacation rebid awards.
  - c. If a vacation slot(s) for the following month remains open after the monthly rebid process, including any vacation slot(s) that become available as a result of that month's Flight Attendant rebid, such slot(s) will be added to the minimum five percent (5%) filler day pool.
  - d. A Flight Attendant who uses filler day(s) in a month shall be paid at the same rate as a vacation day as specified in Paragraph B.1 above.

## **F. VACATION BUYBACK**

1. The Company will make available on an annual basis in each crew base a minimum of five and one-half percent (5.5%) of the total annual crew base vacation accrual, excluding any vacation carryover, for vacation buyback. Vacation buyback will be awarded by crew base in seniority order to individual Flight Attendants prior to the annual vacation bid and establishment of the vacation matrix. Any reduction in the vacation matrix due to vacation buyback shall be distributed equally throughout the year. Vacation buyback awarded in accordance with the provisions of this Paragraph will be paid in the subsequent year, no later than the first pay period in June.
2. Following the completion of the annual vacation buyback process as specified in Paragraph F.1, the Company may, at its sole discretion, make available additional vacation buyback in any crew base on a monthly basis, except as provided in Paragraph 10.D.11.d. The Company shall notify Flight Attendants of the vacation buyback prior to the first of the bid month. If vacation buyback is offered, the award will be processed in seniority order by crew base. Such buyback shall be awarded prior to the opening of bidding. Any previously awarded vacation time will be removed as preplanned absences and such vacation time shall be paid as pay no credit.

3. A Flight Attendant making this election will fly the line they bid and was awarded unless the Flight Attendant modifies their line pursuant to the Agreement.
4. The Flight Attendant will be paid pursuant to Paragraph A for the vacation day(s) at their applicable rate. This will not apply to the Flight Attendant's line until the vacation month. The vacation cash out will be effected on a pay, no credit basis subject to the pay provisions of Paragraph B. Thus, the payment for vacation day(s) will be above the monthly guarantee for a Reserve and in addition to the Flight Attendant's pay and credit for the month. The vacation payout will not apply to the monthly maximum for the Flight Attendant.

#### **G. WORKING WHILE ON VACATION**

1. A Flight Attendant will not be required to work during a vacation.
2. A Flight Attendant may elect to pick up ETB time on a vacation day(s).

#### **H. VACATION WHEN TRANSFERRING FROM ANOTHER CREW BASE**

When a Flight Attendant transfers from another crew base, the Flight Attendant will be permitted to transfer their vacation dates without any change to the vacation matrix in the new crew base.

#### **I. VACATION TRADES**

A Flight Attendant may, at their option, trade a vacation period(s), or portion thereof, with another Flight Attendant in their crew base provided both Flight Attendants submit the request through the ETB, by the fifth (5<sup>th</sup>) of the month prior to the month in which the trade occurs and provided that the trade does not result in a Flight Attendant having more than one grouping of three (3) days or less for that year.

#### **J. OTHER**

1. Flight Attendants may donate current year vacation days to another Flight Attendant according to the Company Gift Vacation Day policy.
2. A Flight Attendant who has completed their probationary period and whose service with the Company is terminated shall be paid for any accrued vacation.
3. A Flight Attendant's vacation period will begin at 0000 and end at 2359 Home Base Time.
4. Once awarded, vacation shall not be cancelled by the Company.

## **SECTION 9 – SICK LEAVE**

### **A. SICK PAY AND CREDIT**

Sick time will be paid and credited at one hundred percent (100%).

### **B. NOTIFICATION**

1. A Flight Attendant who is unable to report for duty because of illness or injury shall electronically notify Crew Scheduling as soon as possible. The Company will provide a confirmation receipt to the Flight Attendant. Crew Scheduling will not discuss the nature of the illness or injury, question the illness or injury, or request a doctor's note from a Flight Attendant.
2. A Flight Attendant who is unable to report for duty for twenty-one (21) or more consecutive days following the origination of a sick call will be required to notify their Crew Attendance Manager. The Company may require a Flight Attendant who is unable to report for duty for twenty-one (21) or more consecutive days to present medical documentation.
3. A Reserve who advises Crew Scheduling that the duration of their illness or injury is to last for more than one (1) day will not be required to notify Crew Scheduling on each day of illness or injury. However, a Reserve will be assumed to be available for duty at the end of the aforementioned period, or adjoining days off, if any, unless the Flight Attendant notifies Crew Scheduling to the contrary. A Reserve who expects to be sick for an unknown duration will be required to advise Crew Scheduling of their status prior to the commencement of each group of available-for-duty days.
4. A Lineholder may advise Crew Scheduling that they will be unavailable on a trip by trip basis or, if known, may advise Crew Scheduling of the expected date they will be available.

### **C. SICK LEAVE ACCRUAL**

1. A Flight Attendant shall be considered available for the purpose of accruing sick leave if they are available for flight duty, is claiming sick leave or vacation, or has not been placed on an inactive status, e.g., medical leave not claiming sick, and shall accrue sick leave credit for each month at the following rates:
  - a. A Flight Attendant who is available for fifteen (15) or more days in a month will accrue four and a half (4.5) hours sick leave for such month.
  - b. A Flight Attendant who is available for fourteen (14) or fewer days in a month will not accrue sick leave for such month.

As an exception, a Flight Attendant on active status for less than fifteen (15) calendar days in a contractual month will accrue sick if a minimum of forty (40) hours of pay and credit are achieved during the month.

- c. A Flight Attendant shall accrue sick leave during leaves of absence as provided for in the chart in Leaves of Absence, Section 25.

2. Sick leave accrual shall be limited to one thousand five hundred (1,500) hours. A Flight Attendant with more than one thousand five hundred (1,500) hours will retain

their existing balance, but will not be able to accrue additional sick leave in excess of one thousand five hundred (1,500) hours.

3. Current and accurate sick leave accrual and usage records for the current and full preceding year will be kept readily available for inspection by a Flight Attendant via Company intranet.
4. A Flight Attendant who is furloughed or on an approved leave of absence will retain all previously accrued sick leave.
5. All accumulated sick leave shall be relinquished when a Flight Attendant's service with the Company ceases or the Flight Attendant is removed from the seniority list, except as provided for retiring Flight Attendants pursuant to Insurance, Retirement and Other Benefits, Section 26.

#### **D. CLAIMING SICK LEAVE**

1. Lineholders:
  - a. A Lineholder will be charged trips missed from their line of flying for each trip the Flight Attendant is unable to report for duty because of illness or injury and their sick leave bank will be reduced accordingly. The claim will be paid with accrued sick leave, or will be unpaid time to the extent the sick leave bank does not have the necessary accrued hours. A Lineholder with a sick bank balance that doesn't cover their sick call(s) will be required to achieve a minimum monthly pay and credit of forty (40) hours. A Lineholder unable to achieve the required minimum monthly pay and credit of forty (40) hours must request and provide documentation to support a leave of absence to cover the unpaid sick call(s) or make a reasonable effort to achieve forty (40) hours as defined in Scheduling, Section 10.D.17.e-f, excluding time picked up through the ETB.
  - b. A Lineholder will be restricted from flying over the period of time they report sick provided, however, that a Lineholder will not be prohibited from flying a trip on the same day as a sick call with a report time following the scheduled release time of their original trip. With Crew Scheduling's consent, a Lineholder shall have the option to request to rejoin the trip provided the trip passes through their crew base, and such request is made at the time of the initial sick call. If such request is granted by Crew Scheduling, the Lineholder will be charged sick leave for any portion of the trip not flown.
  - c. A Lineholder who has called in sick for a trip may call Crew Scheduling to inform the Company that they are able to fly on remaining day(s) of the trip for which they had called in sick. With Crew Scheduling's consent, a Lineholder who has called in well to Crew Scheduling, may pick up a trip on TTS on days other than the first day of the trip the Lineholder called in sick, except that when a sequence for which a Lineholder called in sick includes a weekend or holiday (including the day before or the day after a holiday) in which case the Lineholder may only pick up a trip on a weekend or holiday. Holidays include New Year's Day, Memorial Day, Fourth of July, Labor Day, Halloween, Thanksgiving, and Christmas. The Lineholder will be charged sick leave for any portion of the trip coded as sick.

Examples:

A Lineholder has a four-day trip starting on Thursday. The Lineholder calls in sick for the trip. The Lineholder may call in well and with Crew Scheduling's consent, pick up trips from TTS on Saturday and Sunday.

A Lineholder has a four-day trip starting on Saturday. The Lineholder calls in sick for the trip. The Lineholder may not call in well to pick up trips from TTS on Monday and Tuesday.

- d. A Lineholder who does not contact Crew Scheduling to call in well or is not permitted to rejoin their trip or is restricted in accordance with the weekend/holiday restriction provisions of Paragraph D.1.c, to fly on days for which the Lineholder reported sick will be restricted from flying over the period of time they report sick. Sick leave claims will be automatically deducted from the Flight Attendant's sick leave bank.
- e. A Lineholder who is unable to report for duty because of illness or injury and whose sick leave bank is exhausted will have their applicable monthly guarantee reduced as follows:

Minimum guarantee / Total number of days scheduled to fly up to a maximum of 15 = Daily Reduction

The result of this division will determine the amount of reduction for each day a Lineholder is scheduled to fly but is unable to report because of illness or injury. If a Lineholder is able to accept a trip on a day other than the one originally scheduled in the month, the above computation will be adjusted as though the additional day was one of the regularly scheduled duty days.

2. Reserves:

A Reserve will be charged for sick calls as follows:

- a. A Reserve will be automatically charged for day(s) on which they report sick and their sick bank will be reduced accordingly for each day of reserve availability they are unable to report for duty because of illness or injury. A Reserve will be charged the value of the Reserve day for each day or trips missed, whichever is greater, for trips they have been awarded and/or assigned and subsequently reports sick. A Reserve with a sick bank balance that is insufficient to cover their sick call(s) will be considered unavailable for such day(s), including days off, until the Reserve returns to available status. A Reserve must meet the requirements of Vacation, Section 8.A.3 and Sick Leave, Section 9.C.1.a, to accrue sick and vacation for the month.
- b. If a Reserve is charged for sick leave, the Reserve's sick leave bank will be charged at the time of the sick call.
- c. Claims will be paid with accrued sick leave or will be unpaid time to the extent the sick leave bank does not have the necessary accrued hours. The Reserve guarantee will be reduced by the value of the Reserve day per day for each day they would have been utilized if the sick leave bank does not have the necessary accrued hours.
- d. A Reserve will be restricted from flying over the period of time they report sick

regardless of available sick bank. A Reserve, at their option, may call in sick for each day of a block of reserve availability or for multiple days of a block of reserve availability. A Reserve who has called in sick for a trip may call Crew Scheduling to inform the Company that they are able to fly on remaining day(s) of the trip for which they had called in sick. With Crew Scheduling's consent, the Reserve may return to reserve availability status.

3. A Flight Attendant who is unable to report for duty because of illness or injury will not be eligible for any premiums for trips missed.
4. A Flight Attendant on a paid leave of absence, i.e., Maternity, Medical or Family Medical Leave, will be charged sick to the value of their line or reserve guarantee.

#### **E. DOCTOR'S STATEMENTS**

1. The Company will not automatically require a doctor's statement based on a specific number of sick calls.
2. The Company may require a doctor's written confirmation of illness or injury or make personal inquiries of the type or nature of such illness or injury when the Company can demonstrate that it has reasonable cause to believe that a Flight Attendant's use of sick leave may have been for other than legitimate reasons. Further, the cost of such doctor's confirmation shall be borne by the Company with the understanding that a Flight Attendant may be required to submit to an examination by a doctor of the Company's choice at a time dictated by the Company.
3. The provisions of Section 9 are established to ensure that a Flight Attendant who has sufficient sick hours shall not suffer a loss of compensation while they are legitimately ill or injured. A Flight Attendant who uses sick leave for other than legitimate illness or injury maybe subject to disciplinary action based on the facts involved.

F. A Flight Attendant who becomes ill or injured on a trip and is unable to complete their trip will be provided Positive Space on-line travel or on American Airlines or carriers whose inventory is controlled by the Company, on the first available flight to the Flight Attendant's crew base. At the Flight Attendant's option and with Inflight approval, the Flight Attendant will be provided positive space on-line travel, including carriers whose inventory is controlled by the Company, to the Flight Attendant's residence. At the request of the Company, a Flight Attendant may be required to obtain a medical release to travel, at the Company's expense, prior to returning to their crew base or residence. If the Flight Attendant is unable to fly, appropriate alternate ground transportation will be provided by the Company. The terms and conditions of such positive space travel shall be in accordance with Company policy. The policy regarding travel for ill or injured Flight Attendants shall be no less favorable than the policy afforded to pilots.

G. Inflight Supervisors and Management will maintain confidentiality of any medical information provided by a Flight Attendant.

## **SECTION 10 - SCHEDULING**

### **A. JOINT SCHEDULING COMMITTEE (JSC)**

#### **1. Composition**

- a. The APFA shall designate a committee of up to six (6) members for the purpose of making recommendations to the Company with regard to establishing or modifying policies, procedures and parameters for the scheduling of Flight Attendants. The Company will include representatives from Crew Planning and Crew Scheduling, Inflight and Labor Relations, as necessary.
- b. The JSC will meet with the Company prior to the introduction of changes to the Scheduling system pursuant to this Agreement to jointly develop such policies, procedures and parameters, which shall not be outside the legalities of this Agreement and shall adhere as nearly as practicable to prior established practices unless by mutual agreement. Such subjects shall include, but not be limited to:
  - i. Sequence construction, generation, and review;
  - ii. Bid award;
  - iii. Training bids and awards;
  - iv. Reserve staffing and utilization;
  - v. Trip Trade System (TTS);
  - vi. Vacations;
  - vii. Block hour adjustment;
  - viii. Electronic Trade Board (ETB);
  - ix. Crew base block hour allocation by equipment;
  - x. Any scheduling related issues mutually agreed upon; and,
  - xi. Any Satellite Base related issues mutually agreed upon.

#### **2. Meeting**

- a. Meetings shall be held quarterly or more often, as deemed appropriate by the JSC, and in a place of its choosing.
- b. The APFA and the Company will exchange, maintain and update points of contact between their respective subcommittees. The respective committees need not physically meet as a whole to complete their work.
- c. The Company will pay flight pay loss and reasonable lodging and expenses for the National Scheduling Chair when the Company requests to meet or for any Scheduling meeting contractually required.

- d. The Company shall provide the APFA JSC participants Union Leave pursuant to Leaves of Absences, Section 25.I, from flying duties when the requirements of the Company permit.
- 3. Data Access
  - a. The JSC shall be provided access to and will use all methods, data, and reference materials which it determines is reasonable and necessary to affect their work. The JSC shall coordinate the timely exchange of data and reports, as well as the format, content and media of such information.
  - b. It is understood by the parties that some information may be identified by the Company as privileged. The APFA agrees to keep this information confidential until informed otherwise by the Company.

#### 4. Recommendations

- a. Contemplated changes to crew resource methodologies pertinent to the allocation, sequence, and scheduling of flying will be discussed jointly prior to their implementation.
- b. The Company shall consider the recommendations made by the APFA's National Scheduling Chair regarding the priority to be placed on controllable variables used in the production of allocations, assignments, trip sequences, lines of flying and other areas reviewed by the JSC.
- c. The Company shall implement the recommendations of the JSC in a timely manner.

### B. SEQUENCE GENERATION

- 1. Flight Attendant sequences shall be constructed in accordance with the parameters found in Hours of Service, Section 11. Sequences may include a mixture of aircraft type and/or crew complement, but a Flight Attendant will not be required to work a different position number within a sequence. An individual flight segment may be crewed using different sequence numbers.

#### Example:

If a sequence contains A321 and 787 flying, the crew working on the A321 will work the same positions on the 787. The additional positions required on the 787 would be staffed with another crew from a different sequence(s).

- 2. CRAF or charter sequences will be in accordance with the guidelines outlined in CRAF, Section 19, and Charters, Section 18. The Company shall make every effort to allow the Joint Scheduling Committee to review such sequences prior to publication.
- 3. Sequence Parameters
  - a. The Company will build all known flying at the time of sequence construction into sequences. Any flying that becomes known after sequence construction will be distributed through the Trip Trade System (TTS), Daily Processing and Reserve Processing, unless governed by a specific provision of this agreement, e.g., CRAF or charters, in which case those provisions shall apply.
  - b. There will be a mixture of one (1) duty period, two (2) duty period, three (3) duty period, and four (4) duty period sequences. There will be a mixture of one-day, two-day, three-day, and four-calendar day sequences, except sequences which contain International

Premium Destination (IPD) duty periods may be scheduled for up to six (6) duty periods and up to a maximum of six (6) calendar days\*.

\* Sequences greater than four-days/duty periods must contain at least one (1) IPD duty period and will be limited to a duty period containing one (1) Domestic segment, one (1) Domestic segment and one (1) IPD segment, one (1) IPD segment, or two (2) IPD segments.

4. Sequence Review

- a. After the initial sequence solution is provided to the APFA, the APFA shall have the opportunity to provide the Company with input for the Company's review and consideration.
- b. For purposes of sequence review, the following schedule shall apply:

DAY	FUNCTION
1 <sup>st</sup> day of month one month prior to bid period at 1200 DFW	Crew Schedule Planning provides APFA with sequences for initial sequence review
3 <sup>rd</sup> day of month one month prior to bid period at 1200 DFW	APFA initial sequence response due to Crew Schedule Planning
6 <sup>th</sup> day of month one month prior to bid period at 1200 DFW	APFA provided with sequences for final sequence review (Monthly)

- c. Crew Schedule Planning shall give due consideration to all changes suggested by the APFA. Any sequence identified by the APFA that does not meet the terms of this Agreement shall be rebuilt to comply with the Agreement.
- d. Recognizing that some sequence(s), which are otherwise legal, may present problems such as excessive fatigue or service difficulties, APFA may give input for the Company's review and consideration.

**C. MONTHLY BIDDING INFORMATION AND BID PROCESS**

1. Electronic bid packages, in printable and downloadable format, shall be considered the final bid package and will be available to view in the PBS system no later than the eighth (8<sup>th</sup>) day of the month prior to the PBS bid period opening at 1200 DFW.
2. Each monthly bid package shall include, at a minimum, the following information:
  - a. A list of Reserve Availability Periods;
  - b. A textual list of events and dates that comprises the monthly bid process;
  - c. The line building range as specified in Paragraph D.11.d;
  - d. The minimum, midpoint and maximum number of projected lines for each crew base;
  - e. Total number of Flight Attendants by crew base;
  - f. The minimum number of Reserves;

- g. Line average as specified in Paragraph D.11.e;
- h. A list identifying each layover hotel, the applicable location and contact (telephone) numbers, internet availability, transportation information, contact information and pick up location. A list of available discounts and amenities will be provided to the National Hotel Chair;
- i. Applicable Crew Scheduling and other Company contact telephone numbers; and,
- j. The projected standby shifts including start time, length, and location.
- k. Other information as agreed upon by the APFA National Scheduling Chair and the Company.

3. The Company shall provide to Flight Attendants electronic sequence packages, concurrent with the electronic bid packages, in a printable, downloadable, and sortable format.

4. The times specified shall be in Home Base Time (HBT). The following information shall be published on each sequence in the sequence package and subsequent sequences produced in the Crew Tracking System:

- a. Credit hours, block hours, and Duty Rig credit per duty period and sequence;
- b. Hours and minutes of duty per duty period;
- c. Time away from base;
- d. Sequence numbers;
- e. Flight numbers, cities from and to for each flight;
- f. Sequence report and release times;
- g. Report and release times for each duty period;
- h. Layover cities and layover time duty break;
- i. Minimum rest requirement after each duty period;
- j. Ground time between segments;
- k. Specific aircraft type;
- l. Identified aircraft changes;
- m. Transportation and hotel contact telephone numbers;
- n. Crew meal schedule, if applicable;
- o. Dates of operation;
- p. Calendar showing dates and day of week of operation;
- q. Departure and arrival times;
- r. Number of duty periods;

- s. Deadhead segments;
- t. City codes;
- u. Number of Speaker positions will be identified; and,
- v. Other information as agreed upon by the APFA's National Scheduling Chair and the Company.

5. Changes to the sequences will be made available to all Flight Attendants by computer file and by posting on the Inflight website. The Company may make changes to the sequences up to twenty-four (24) hours prior to the PBS bid closing.
6. Changes made during the twenty-four (24) hours prior to the actual time of PBS bid closing, other than the complete elimination of a trip selection, will be treated as a reschedule.
7. If the Company cancels a sequence during the PBS bidding window, it will be removed from PBS and shall not be awarded. If such cancelled sequence is awarded to a Flight Attendant, it will be treated as a misaward pursuant to Paragraph D.15.
8. The monthly bid shall be processed according to the following schedule:

<b>Process</b>	<b>Deadline</b>
Recurrent Training Bidding Opens	1 <sup>st</sup> day of calendar month prior to bid period; no later than 1200 DFW
Recurrent Training Bidding Closes	6 <sup>th</sup> day of calendar month prior to bid period at 1200 DFW
Recurrent Training Award Publication	7 <sup>th</sup> day of calendar month prior to bid period; no later than 1200 DFW
Bid Package Available Online	8 <sup>th</sup> day of calendar month prior to bid period; no later than 1200 DFW
PBS Bidding Opens for new Month	10 <sup>th</sup> day of calendar month prior to bid period at 1200 DFW
PBS Bidding Closes	15 <sup>th</sup> day of calendar month prior to bid period at 1200 DFW
PBS Preliminary Award	18 <sup>th</sup> day of calendar month prior to bid period at 1200 DFW
PBS Award Official Publication	20 <sup>th</sup> day of calendar month prior to bid period at 1200 DFW
Monthly Vacation Buyback Opens	23 <sup>rd</sup> day of calendar month prior to bid period at 1200 DFW
Monthly Vacation Buyback Closes	Last day of calendar month prior to bid period at 1200 DFW
Monthly Vacation Buyback Award Publication	No later than the last day of the calendar month prior to bid period at 1700 DFW

#### **D. PREFERENTIAL BID SYSTEM (PBS)**

1. Flight Attendants shall use a Preferential Bidding System to construct Lineholder and Reserve lines of flying. In the event the Company desires to change PBS vendors, vendor selection shall be made by mutual agreement of the parties.
2. The APFA Contract and Scheduling Chairs will be provided equal access to verify system settings, constraints and parameters and shall be afforded union administrator access to the PBS system; and shall be provided any access to monitor the PBS runs. Upon request, the APFA Contract and Scheduling Chairs shall be provided with any data or reports readily available from PBS.

In addition, the APFA Contract and Scheduling Chairs shall be provided view only access (no ability to make changes to the system) to TTS/UBL, ROTA/D, and ETB. The APFA may request reports and the Company shall provide any data or reports readily available for TTS/UBL, ROTA/D, and ETB.

3. The APFA and the Company shall jointly update PBS, TTS/UBL, ROTA/D, and ETB procedure manuals and training manuals as needed. The Company shall consult with the APFA Contract and Scheduling Chair(s) as it relates to any concerns regarding PBS.
4. All PBS algorithms, parameters, logic, bidding options, interface, PBS versions, etc., must be mutually agreed upon and shall not be changed without mutual agreement. No part of the PBS software or equipment shall be substituted, altered, or modified without the prior written consent of the APFA.
5. Costs of PBS
  - a. The Company shall bear all expenses related to PBS, including but not limited to, software development and all post-installation software modification required to meet the terms of this Agreement, equipment purchases, the interfacing of current hardware with new PBS computers, the supplying of sufficient numbers of operating terminals for Flight Attendants to bid at each crew base, and the providing for internet and network bidding capabilities for a web-based program.
  - b. The Company agrees to secure an agreement with the PBS vendor which entitles the Company to receive, on an ongoing basis, the most up-to-date version of the PBS software.
  - c. The Company shall continue to provide PBS training to new hires.
6. As far in advance as possible, but no later than 1200 DFW on the third (3<sup>rd</sup>) day of the month prior, the Scheduling Chair shall be provided the system settings for the next month's PBS award. The system settings which may change from month to month are limited to the target average line value, minimum number of Reserves for the bid period, and percentage of Reserves available on each day of the month. The Scheduling Chair may make recommendations pertaining to such settings.
7. As far in advance as possible, but no later than 1200 DFW on the third (3<sup>rd</sup>) day of the month prior, the Scheduling Committee shall be provided with the following information:
  - a. Block and credit time allocated to each crew base/position and crew complement;
  - b. Other credit hours by crew base including vacation credit hours, known sick hours, Company business hours, training credit hours;

- c. Total soft credit hours by crew base; and,
  - d. Other specific information as agreed upon by the Company and the APFA.
- 8. All known sequences at the time of PBS award shall be included in the PBS bid and awarded to Flight Attendants bidding for such sequences while respecting the seniority of the bidder's choices, pre-planned activity (Vacation, Union Business, Training, etc.) and the global award constraints as outlined in Paragraph D.
- 9. **Awards**

A Flight Attendant's final bid award shall be available for review in PBS, accessible from home through a web-based program, no later than 1200 DFW on the twentieth (20<sup>th</sup>) of the month prior. The following information shall be included in such award in a format to be agreed upon between the Company and the APFA:

  - a. Scheduled Credit Hours for the line;
  - b. Scheduled Block Hours for the line;
  - c. Scheduled time away from base for the line;
  - d. Actual number of days off in line;
  - e. Sequence numbers;
  - f. Carry in and carry out credit;
  - g. Sequence report and release times;
  - h. Positions by sequence;
  - i. Scheduled credit for each sequence;
  - j. Layover cities;
  - k. Days off and days of availability blocks for Reserves;
  - l. Training assignments;
  - m. Vacation days;
  - n. Planned absences;
  - o. Number of landings;
  - p. Number of Duty Periods; and,
  - q. Other information as agreed upon by the APFA and Company.

The Company will provide an electronic means to allow a Flight Attendant to check their PBS awarded sequences and positions.

A Flight Attendant who participates in PBS will be deemed to have acknowledged and accepted the sequences awarded in their line.

10. It shall be the Flight Attendant's responsibility to enter their bids into PBS. Errors or omissions from bid services or the Flight Attendant's designee who are allowed access to the Flight Attendant's bids shall not be the responsibility of the Company.

11. Global Parameters

- a. PBS shall construct lines in accordance with the global parameters as defined in Paragraph 11. Bid awards shall be made in seniority order and in compliance with the global constraints of the system. Such parameters may be altered by mutual agreement as outlined in Paragraph A.1.
- b. The maximum amount of open time remaining after posting of PBS awards shall not exceed three percent (3%) of the total sequence credit time at the crew base, or the equivalent of one (1) line of flying at the minimum PBS bidding window, ignoring low time options, whichever is greater. For the purposes of this Paragraph, total sequence credit time shall include those hours included in a sequence which originates during the month for which lines are being constructed.
- c. Any open time remaining after posting of PBS line awards shall be distributed evenly throughout the month according to the logic of the PBS system.
- d. Lines shall be constructed to create lines of flying containing a minimum of seventy (70) credit hours and a maximum of ninety (90) credit hours per bid period. The Company may flex the minimum and maximum line value upward by an annual amount of twenty-five (25) hours, but in no case more than five (5) hours during any given month. Flexes beyond twenty-five (25) hours in a year will require agreement of the APFA. Upon request, the Company will meet with the APFA and supply information demonstrating the necessity of the flex. Upon identifying the need to flex, in any month the Company flexes the maximum, the Company must offer vacation monthly buyback for that month.
- e. The Company may set a targeted line average between seventy-five (75) and eighty-five (85) hours. In months the Company flexes the maximum to ninety-five (95) hours, the targeted line average may be set to no more than eighty-eight (88) hours. The targeted line average is a global parameter which will be respected while awarding Flight Attendant sequences pursuant to their seniority.
- f. As an exception to Paragraph D.11.d, a Flight Attendant may indicate a PBS bid choice which may allow the PBS bid award to exceed the bounds specified by bidding a low or high bidding option. Lines constructed in accordance with this bid option shall be constructed to no less than forty (40) hours (Low Option) or no more than one hundred and ten (110) hours (High Option).
- g. Flight Attendant(s) who select the Low Option during a given bid month and also hold at least seven (7) days or more of vacation during that month, shall be given priority to achieve a PBS result below the minimum line value ahead of other Flight Attendants who may be more senior but do not hold vacation.

12. In addition to the global parameters specified in Paragraph D.11, PBS shall award sequences within a bid line in accordance with the additional parameters specified in this Paragraph. Such parameters may be altered by mutual agreement as outlined in Paragraph A.1.

- a. The established PBS, TTS and ETB default for crew base rest time between sequences shall be as specified in Hours of Service, Section 11.I and International Flying, Section 14.H, plus forty-five (45) minutes. A Flight Attendant, at their option, may waive to minimum Federal Aviation Regulation (FAR) rest plus one (1) hour and thirty (30) minutes.

In actual operations, a Flight Attendant electing this option will be required to reduce rest to minimum FAR rest.

- b. **Multiple Sequences:** Unless waived by the Flight Attendant, the PBS, TTS and ETB systems shall not force a Flight Attendant to commence a new sequence on the same day they check out from a sequence. A Flight Attendant may waive to accept multiple sequences (terminating and beginning) in the same calendar day separated by legal crew base rest plus forty- five (45) minutes. A Flight Attendant, at their option, may waive to minimum FAR rest plus one (1) hour and thirty (30) minutes. In actual operations, a Flight Attendant electing this option will be required to reduce rest to minimum FAR rest.
- c. **Double Up Sequences:** Unless waived by a Flight Attendant, the PBS system will not award double up sequences, which are two (2) sequences within the same duty day not separated by legal crew base rest. A Flight Attendant waiving to receive a double up sequence shall not be scheduled to exceed the FAR maximum. A Flight Attendant waiving to accept double up sequences may be awarded a sequence separated by thirty (30) minutes from check-out to check-in.
- d. The combined sequence awarded in Paragraph D.12.c, must meet the contractual rest requirements as a single sequence unless waived by the Flight Attendant.
- e. The established PBS default for the consideration of block time in a period of seven (7) consecutive days shall be no more than thirty (30) block hours. At the Flight Attendant's option, such limitation shall be waived.
- f. The established PBS default for the consideration of required rest in seven (7) days shall require that FAR rest may not be obtained while on a layover. However, at the Flight Attendant's option, such FAR rest may be obtained while on a layover.

### 13. Bidding Options

- a. The Company agrees to provide and properly maintain sufficient computers at each crew base.
- b. When selecting hotels, the Company shall preference "no cost" internet access for PBS. Should other crew members be afforded free internet access at the same hotels, such free internet access shall be provided to Flight Attendants.
- c. A Flight Attendant shall not be charged to interface with the PBS program from their personal computer through the Flight Attendant's internet service provider. The Company's system shall have sufficient capacity to accommodate all Flight Attendant users on-line without restriction or delay. The Company agrees to work with the JSC on an ongoing basis to ensure that concerns regarding interface with programs are promptly addressed.
- d. At a minimum, bidding options and system capabilities offered shall include the following:

PBS LINEHOLDER PROPERTIES	
1. Days Off [Date] Flight Attendant may bid for a day(s) off on a specific date on a calendar.	
2. Minimum Days Off Between Work Blocks [Value] Flight Attendant may set the number of days off between work periods. The system default is one (1) day	

3. Maximize Weekend Days Off [Prefer]	Flight Attendant may bid to prefer the greatest number of weekend days (Saturday or Sunday) off anywhere in the month.
4. Maximize Total Days Off [Prefer]	Flight Attendant may bid to prefer the greatest number of days off anywhere in the month.
5. Maximize Block of Days Off	Flight Attendant may bid the greatest number of consecutive days off anywhere in the month.
6. String of Days Off [Starting on Date, Ending on Date]	Flight Attendant may bid for a string of days off.
7. Waive Minimum Days Off	Flight Attendant may waive the minimum days off.
8. Pairing [Pairing number, Date]	Flight Attendant may bid for a specific sequence number and/or a specific sequence number on a specific date.
9. Pairing Length [Value, and/or On a Specific Date]	Flight Attendant may bid to prefer sequences with a specified number of calendar days and/or a specified number of calendar days on a specific date.
10. Duty Periods [Prefer]	Flight Attendant shall be able to prefer a number of duty periods within a sequence.
11. Report Between/Release Between [Before/After, Time, Date]	Flight Attendant may bid for sequences that report/release before or after a specific time and/or for sequences that report/release before or after a specific time on a specific date.
12. Mid-Pairing Report After [Time]	Flight Attendant may select the earliest possible report time for all duty periods within a sequence, excluding the first duty.
13. Mid-Pairing Release Before [Time]	Flight Attendant may select the latest possible release time for all duty periods within a sequence, excluding the last duty period.
14. Pairing Type [Type of Pairing]	Flight Attendant may prefer a type of pairing(s).
15. Speaker Required Pairings [Specific Language]	Flight Attendant may bid for sequences that require a specified foreign language qualification.
16. Maximum TAFB-Credit Ratio [Credit Ratio Value]	Flight Attendant may bid for sequences that do not exceed the Credit Ratio Value (sequence time away from base/sequence credit).
17. Minimum Average Credit Per Duty [Value]	Flight Attendant may bid for sequences with a minimum average credit time per duty. This limit shall apply to all duty periods within the sequence.
18. Maximum Duty Time Per Duty [Value]	Flight Attendant may bid for a maximum amount of time per duty period.
19. Maximum Block Per Duty [Value]	Flight Attendant may bid for sequences with a maximum block time per duty period. This limit shall apply to all duty periods within the sequence.
20. Connection Time [Minimum/Maximum Value]	Flight Attendants may bid for sequences that have a minimum or maximum connection (sit) times. This limit shall apply to all duty periods within the sequence.
21. Deadheads [Prefer/Avoid]	Flight Attendant may bid to prefer or avoid deadheads in the sequence.

22. Co-Terminal/Satellite [Prefer, Co-Terminal/Satellite]
Flight Attendant may bid for sequences that originate from a specific co-terminal/satellite.
23. Layover at City [Prefer/Avoid, Station, Date]
Flight Attendant may bid to prefer or avoid a layover station.
24. Layover Time [Minimum/Maximum, Duration]
Flight Attendant may bid for sequences with a minimum or maximum layover between duty periods. This limit shall apply to all layovers within the sequence.
25. Landing at City [Prefer/Avoid, Station]
Flight Attendant may bid to prefer or avoid landing at a city within a sequence.
26. One Landing on First/Last Duty [Prefer]
Flight Attendant may bid to prefer one landing on the first and/or last duty period within a sequence.
27. Maximum Landings per Duty Period [Value]
Flight Attendant may bid for sequences with a maximum number of landings per duty period. This limit shall apply to all duty periods within the sequence.
28. Aircraft [Prefer/Avoid, Aircraft type]
Flight Attendant may bid to prefer or avoid sequences with specific aircraft type.
29. Positions Order [Crew position]
Flight Attendant may bid to prefer a specific position(s) in priority order on sequences. Flight Attendants positions are specified on each sequence.
30. Prefer Positions Order Per Aircraft [Prefer]
A Flight Attendant may prefer a specific position on an aircraft, Flight Attendant positions are specified on each sequence*.
31. Target Credit Range [Minimum/Maximum, Value]
Flight Attendant may preference line built within a specific credit range.
32. Maximize Credit [Prefer]
Flight Attendant may bid for the highest credit value possible at that layer.
33. Work Block Size [Minimum/Maximum]
Flight Attendant may bid for a work block with a minimum and maximum of consecutive workdays contained within a work block. This will apply to all work blocks within the month. System default is 1 – 6 workdays.
34. Cadence on Day-of-Week [Prefer]
Flight Attendant may select work blocks that begin on the same day of the week throughout the bid month.
35. Commutable Work Block [Time]
Flight Attendant may bid a work block that begins after a specific time and ends prior to a specified time.
36. Pairing Mix in a Work Block [Min 3, Max 6]
Flight Attendant may create work block that contain sequences of specific lengths. The system will use the sequence lengths only in the order that the Flight Attendant specifies.
37. Allow Double-Ups [Date]
Flight Attendants may elect to allow legal double-ups on a specific date to be included in their awarded line.
38. Allow Double-Ups [Prefer]
Flight Attendants may elect to allow legal double-ups to be included in their awarded line.
39. Allow Multiple Pairings [Prefer, Date]
Flight Attendants may elect to allow two (2) sequences in the same calendar day separated by legal crew base rest in their line-of-time or to limit multiple pairings to only a specific date(s).
40. Allow Co-Terminal Mix in Work Block
Flight Attendant may bid for sequences that originate in different airports within a co-terminal base to be awarded within the same work block.

41. Waive Crew Base Rest in accordance with Paragraph D.12.
42. Waive Carryover Credit Flight Attendants shall be able to designate in PBS whether or not to apply carryover duty period(s) for credit purposes only. Excluded carryover time will not be considered when calculating the average line value.
43. Avoid Person(s) Flight Attendant may avoid up to four (4) other Flight Attendants waiving their seniority to immediately below the most junior Flight Attendant's seniority.
44. Buddy With Flight Attendant may bid with up to four (4) other Flight Attendants, utilizing the seniority of the least senior Flight Attendant.
<b>PBS RESERVE PROPERTIES</b>
45. Reserve Days Off [Date] Flight Attendant may bid for Reserve Day(s) off on a specific date on a calendar by priority by layer.
46. Block of Reserve Days Off [Prefer, Value] Flight Attendant may bid to prefer a number of consecutive Reserve Days off.*
47. Waive to Allow Carryover to be Reserve Days Off Flight Attendant shall be able to designate carry-over pairings as Reserve days off. If used, any carry-over trip will be paid above reserve guarantee (pay no credit).
48. Reserve Work Block Size [Minimum/Maximum] Flight Attendant may bid for a Reserve work block with a minimum and maximum of consecutive days of Reserve (Standing Bid Only).
<b>PBS LINEHOLDER AND RESERVE PROPERTIES</b>
49. Reasons Report – System shall generate a report for each Flight Attendant which explains why a preferred sequence or day off was not awarded.
50. Standing Bids – System shall maintain persistent or “standing” bids which shall act as default bids should the Flight Attendant fail to enter a monthly bid. If a Flight Attendant fails to input their bid and does not have a standing bid, the Flight Attendant’s bid will be a default bid created by the JSC.
51. Vacation Extension (VEX) – A Flight Attendant who is scheduled for at least seven (7) consecutive vacation days may elect to place up to a total of four (4) days off (at sole discretion of the Flight Attendant) before, after, or split on either side of such vacation period. The days off will act as a pre-planned absence and will carry neither a value for pay nor credit. Such days off will be counted toward the Reserve’s scheduled Golden Days. Such block of four (4) days, or portion thereof, may be extended into the next bid period. Such election shall be honored unless the PBS program cannot produce a solution honoring such election.
52. Pay Purpose Only (PPO) Bid – Crew Schedule Planning shall run PBS with the same bids and settings as the regular bid with the addition of the bids (standing or actual) of any Flight Attendant who is off the entire bid period to determine what they could have held for pay purposes only. Such PPO awards shall only be used for this pay determination and shall not change in any way sequence awards as published in the final line awards.
53. Other bid Options as agreed by the APFA and the Company, subject to vendor capability.

\*Note: If the provision(s) cause PBS to exceed the contractual PBS timeline, the parties will mutually agree on a solution.

#### 14. Infeasible Solutions

- a. If, during the actual PBS run, it becomes apparent that the PBS system will result in an infeasible solution or the solution is processing too slowly that it may not comply with the applicable time requirements, the Company may discontinue the PBS run. In such instances, the Company shall notify the National Scheduling Chair of each situation as soon as possible.
- b. During the notification process, the Company shall provide the National Scheduling Chair the following information:
  - i. Reason the PBS run was terminated;
  - ii. Proposed PBS setting(s) to be modified for the run; and,
  - iii. Company contact number and time of call, if the APFA's designated National Scheduling Chair is not available.
- c. Upon notification of an unsuccessful PBS award process, the National Scheduling Chair may provide recommendations for methods to effectively complete the PBS award process. If the Company is unable to reach the National Scheduling Chair, the Company shall contact the APFA National President.
- d. Other than specified in this Paragraph, the Company may not discontinue a PBS run intended for publication or rerun a PBS award that has been run and awarded in compliance with this Agreement. This provision is not meant to prohibit a PBS run not intended for publication such as a run to test the parameters of the system.

#### 15. PBS Misawards Due to System or Company Error

- a. Any Flight Attendant who has an inquiry or believes they may have received a misaward shall notify Crew Schedule Planning no later than the 1200 DFW on the twenty-fourth (24<sup>th</sup>) of the month, or, if on vacation, within twenty-four (24) hours of return from the Flight Attendant's vacation. No remedy will be offered if the subject of the inquiry was due to the Flight Attendant's choice of bid preferences. In the event of a system error or Company initiated error, a Flight Attendant may fly any of their misawarded sequences, or may, at the Flight Attendant's option be removed from the sequence(s) and be made whole as outlined below:
  - i. A Flight Attendant will be required to bid for "like sequences". A like sequence shall have comparable check-in/out times, number of days, Domestic for Domestic, IPD for IPD, and NIPD for NIPD. The Flight Attendant shall bid for "like sequences" in the first TTS run for that bid period following confirmation of PBS misaward.
  - ii. The Flight Attendant shall receive the greater of the trip they should have been awarded in PBS or the trip the Flight Attendant was awarded in TTS. If the Flight Attendant is not awarded the sequence out of TTS, the Flight Attendant shall be pay protected for the trips they would have held on the basis of trips missed.
  - iii. A Reserve may keep all of their misawarded days off, or may, at their option be awarded corrected days off.
- b. Where a programming error affects a substantial number of Flight Attendants in a crew base, the Company and APFA may agree upon a re-award of the PBS bid.

## 16. Reserves

- a. Reserve lines shall be allocated as part of the monthly PBS process. A Flight Attendant who may be awarded a line of flying may conditionally bid for a reserve line. Such bid will be respected provided a Reserve is available who can accept the line of time being bypassed.
- b. Reserves will have a minimum of twelve (12) scheduled days free of duty ("days off") at their crew base each bid month. Eight (8) of such days shall be Golden Days and four (4) shall be Flex Days. Patterns must conform to the following:
  - i. Each period of days off must have no fewer than two (2) days off and no more than eight (8) days off.
  - ii. As an exception to Paragraph D.16.b.i, because of the proration tables in Paragraph D.16.d, a Reserve may be awarded one (1) day off. If one isolated day off falls on the last day of the bid period, the Company shall ensure that the Reserve receives at least one (1) day off on the first day of the following bid period. This may be waived by the Reserve.
  - iii. Every Flex Day must immediately follow a reserve day of availability or another Flex Day. If the Flex Days are grouped with Golden Days, the Flex Days must precede the Golden Days.
  - iv. Day off periods may not be separated by less than three (3) days of reserve or by more than six (6) days of reserve. Groups of days of reserve which transition from month to month shall be subject to this limitation.

As an exception, since the Flight Attendant's status is unknown for the future month, all reserve Flight Attendants may be awarded/assigned less than three (3) days of reserve on the last days/s of the Reserve month.

- v. Flex days will be awarded in such a manner to allow assignment where necessary. If a day off is not assignable, such day off must only be a Golden Day.

### Example:

A Flex Day on the 29<sup>th</sup>, followed by a Golden Day on the 30<sup>th</sup> and 31<sup>st</sup> would not be acceptable because there would be no RSV days in the bid month to convert if the Reserve was required to work into their Flex Day.

- c. A Reserve who has less than seven (7) vacation days in a bid period shall receive a minimum of twelve (12) days off. A Reserve who has seven (7) or more vacation days in a bid period shall receive days off at a pro-rated rate consistent with the chart in Paragraph D.16.d.
- d. The chart below shall be used to determine the number of days free from duty for a Reserve who is bidding for or returning to schedule as a Reserve with less than a full bid period. This chart shall be used to determine the number of days free from duty during the Reserve's days of availability in a partial bid period.

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

17. Flight Attendant Returning from Leave of Absence

- a. A Flight Attendant returning from a leave of absence who is current with annual FAA-required training (CQ) shall be eligible to bid a schedule for the following bid period provided the Flight Attendant has supplied a return date, and in the case of a medical leave, a doctor's note to the Company by 1200 DFW on the 10<sup>th</sup> of the month prior and will be processed by the close of the next business day. To preference Lineholder or Reserve status, a Flight Attendant must submit their release by 1200 DFW the last business day of the prior month.
- b. A Flight Attendant who is current with annual FAA-required training (CQ) and has a return date for the next bid period which will result in the Flight Attendant being available for less than a full bid period, and who complies with the timelines and requirements specified in Paragraph D.17.a, may bid in PBS. A Flight Attendant will subject to the following proration:
  - i. A Reserve shall have prorated minimum days off and a prorated minimum line guarantee (Reserve days multiplied by the Reserve's daily value of 3:56 or 4:10) according to Paragraph D.16.d. A Flight Attendant awarded/assigned a Reserve line shall be responsible for flying a prorated schedule.
  - ii. A Lineholder's minimum and maximum bid window will not be prorated and will include any credited time for the month. A Flight Attendant may waive minimum days off.
- c. If a Flight Attendant is not current with annual FAA-required training (CQ) at the time of PBS bidding or will not be current with annual FAA-required training (CQ) in the month they return, the Flight Attendant will not be able to bid and will be scheduled for training as provided for in Section 25.K.6.
- d. A Flight Attendant on medical leave claiming sick time during a partial bid period shall have the credit placed on their line as a preplanned absence.
- e. If a Lineholder was not able to meet the requirements of Paragraphs 17.a.-c, i.e, they do not bid PBS, the Lineholder will be permitted to hold an open line and must make a reasonable effort to pick-up time through TTS and ETB to reach the prorated PBS minimum and they shall receive a prorated minimum line guarantee. A Reserve will be awarded a line including their days off commensurate with their seniority.

- f. The Flight Attendant will be responsible to demonstrate a reasonable effort to make up the time. The Flight Attendant may make themselves available at their discretion and does not have to make themselves available on a holiday they would not have been scheduled to fly. A Flight Attendant satisfies the reasonable effort requirement if at any time(s) during the bid month they make themselves available for sequences commensurate with their seniority, for the equivalent number of duty periods. These duty periods need not be consecutive.

18. Planned Absences

- a. Known planned absences will be placed in the Flight Attendant's line prior to the PBS bidding and the applicable credit shall be applied towards the Flight Attendant's monthly PBS line credit.
- b. All other planned absences, e.g., sick, vacation, Company business, Union business, and training, will have the credit value as agreed upon in this Agreement.

19. Carry-in and carry-out trips will be paid and credited as defined in Hours of Service, Section 11.

**E. TRIP TRADE SYSTEM (TTS)**

1. **General Information** – TTS will provide an electronic means for Flight Attendants to conduct the following type of transactions within their crew base:
  - a. Drop sequences (Drop Transaction Bid);
  - b. Pick-up sequences which remain in open time after the monthly line award or which subsequently become open due to TTS transactions, sick calls, training, jury duty, Union business or other events (Pick-up Transaction Bid);
  - c. Simultaneously drop one sequence and pick-up one sequence from open time or from another Flight Attendant who is simultaneously dropping the desired sequence during the TTS process (Drop/Pick-up Transaction Bid). TTS will recognize trade transactions. Such trade transactions shall include an unlimited number of Flight Attendants but may include a limitation on the number of individual transactions based on possible programming constraints. For example, the following Drop or Pick-up Transaction Bids would be awarded as a trade:

Flight Attendant A wants to drop sequence #1 and bids for sequence #3  
Flight Attendant B wants to drop sequence #2 and bids for sequence #1  
Flight Attendant C wants to drop sequence #3 and bids for sequence #2  
Award: Flight Attendant A - #3, Flight Attendant B - #1, Flight Attendant C - #2.

- d. Drop multiple sequences (2) in a transaction conditional on picking up another sequence.
  - e. Add multiple sequences (2) in a transaction conditional on dropping another sequence.
  - f. A Flight Attendant shall be able to bid and be awarded specific positions in TTS.

2. TTS Process Timeline

- a. Upon PBS award, Flight Attendants shall input bids for the purposes of the next month's TTS process. Such bids will be stored and processed in the TTS Queue at 2300 HBT on the 21<sup>st</sup> day of the calendar month.

- b. The TTS Queue will close each day at 2300 HBT for sequences which depart on or after the calendar day beginning at 0000, twenty-five (25) hours later, including any sequences through the end of the bid period, including transition sequences.
- c. Awards will be posted no later than 0400 HBT for the calendar day beginning at 0000, twenty (20) hours later.
- d. TTS will not process trades between bid periods. Transition sequences will be considered part of the bid period in which they commence for the purpose of TTS.
- e. In order to avoid transition conflicts, for a period not to exceed forty-eight (48) hours while PBS is processing, a Flight Attendant shall not be able to pick up, drop or trade a trip through TTS that touches the last three (3) days of the bid period.

3. TTS Award Parameters and Constraints

- a. TTS transactions shall be processed based on seniority.
- b. TTS transactions will be processed for sequences that the Flight Attendant is legal to operate under the terms of the Agreement and in accordance with the parameters specified in Paragraph D.12.a-f.
- c. A Flight Attendant who participates in a TTS transaction shall be deemed to have acknowledged and accepted the assignment upon the award of the transaction.
- d. A Flight Attendant will be able to access the TTS program through a web-based program at no cost to the Flight Attendant.
- e. A Flight Attendant may utilize the web-based TTS program to check their award.
- f. A Flight Attendant shall be allowed to drop a sequence in TTS in accordance with Paragraph 10.H.7, to pick up a red flagged sequence in open time.
- g. A Flight Attendant may pick-up or trade to operate an additional sequence during a day the Flight Attendant is already scheduled for duty to the extent permitted by this Agreement and in accordance with the parameters specified in Paragraph D.12.a-f. The provision allows both double ups, i.e., portions of two (2) sequences combined within the same duty day, and multiple sequences, i.e., two (2) sequences in the same calendar day separated by legal crew base rest.
- h. TTS transactions which result in an increase in the number of Open Sequence Days shall be subject to a daily and monthly limit. The award of the TTS transaction will not be approved if approval of that TTS transaction would cause the number of Open Sequence Days to exceed:
  - i. Monthly Limit - A monthly limit will be calculated by crew base using the following formula:

$$(\text{Total Known Sequence Position Hours} \times 3\%) \div \text{Value of a Sequence Day} = \text{Monthly Open Sequence Day Limit}$$

The Value of a Sequence Day will be calculated using the following formula:

$$\text{Total Known Sequence Position Hours} \div \text{Total Sequence Days} = \text{Value of a Sequence Day}$$

The monthly limit shall only apply to TTS transaction(s) which result in an increase in the number of Open Sequence Days. A transaction that is neutral or positive such as a drop/pick-up of a three-day sequence for another three-day sequence shall not be subject to this limitation.

ii. Daily Limit - A daily limit will be calculated by crew base using the following formula:

Total Monthly Open Sequence Day Limit ÷ Days in the Bid Month = Daily Open Sequence Day Limit

- (a) A transaction shall not cause any day at or below the Daily Limit to exceed the Daily Limit; and
- (b) Note: For purposes of TTS transactions a flight which releases on or after 0000 will be considered to operate on the calendar day. Thus a sequence that releases at 0015 shall be considered to operate on both calendar days of the duty period for purposes of Open Sequence Day calculations.

iii. Notwithstanding the above, if coverage is sufficient as determined by Crew Scheduling in its sole discretion, a higher monthly or daily Open Sequence Day limit may be used for a TTS run. Upon request of the APFA, the Company shall meet with the National Scheduling Chair to discuss any concerns regarding the Open Sequence Day limitations.

Example:

Flight Attendants with seniority numbers of #5 and #6 each enter Drop Transaction Bids. Either Flight Attendant's transaction, if awarded, would exceed the number of Open Sequence Days permitted on that day, and therefore will not be awarded immediately. If, in a subsequent TTS transaction, a more junior Flight Attendant picks up an open sequence, thereby reducing Open Sequence Days on the given day, the Drop Bid of Flight Attendant #5 would be awarded prior to Flight Attendant #6 (Subject to IT limitations).

i. Trading for More Negative Day(s) in TTS

- i. As an exception to the Daily Limit above, a transaction that improves coverage\* will be approved even though the sequence being dropped exceeds the Daily Limit if:
  - (a) the sum of coverage from the calendar days of the sequence being picked up will be equal to or worse than the sum of coverage from the calendar days of the sequence being dropped (including the value of the dropped sequence when calculating the sum of coverage);
  - (b) the worst coverage day of the sequence being picked up will be equal to or worse than each day(s) of the sequence being dropped (including the value of the dropped sequence when calculating the worst coverage day);
  - (c) the sequence being picked up must be equal or greater calendar days in duration to the sequence being dropped; and
  - (d) such sequence dropped shall not make coverage worse on a Protected Holiday as described in Paragraph E.3.i.i-ii.

\*Coverage will be defined as the sum of projected reserves available, by each calendar day of the trip, minus projected open time, as measured by calendar days, for each

calendar day of the trip; negative and positive calendar day values will be determined with an objectively applied formula and the coverage forecast will take into account reserve requirements, both historical and projected staffing needs, and the expected amount of open time. The APFA Scheduling Chair shall have access to review the positive or negative values associated with specific trip trade awards.

Note: For purposes of TTS transactions a flight which releases on or after 0000 will be considered to operate on the calendar day. Thus, a sequence that releases at 0015 shall be considered to operate on both calendar days of the duty period for purposes of Open Sequence Day calculations.

- ii. Holiday Restrictions: Flight Attendants using TTS transactions in accordance with this Paragraph to drop a sequence touching a restricted holiday may only do so subject to the daily and monthly Open Sequence Day Limitations. The Open Sequence Day limitation shall only apply on the restricted holiday and not on any day(s) surrounding the restricted holiday. For the purposes of this Paragraph, restricted days will include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.
- iii. This exception process will occur after the nightly TTS run and shall be posted with the TTS awards as specified in Paragraph 10.E.2.c.

#### 4. Lineholder use of TTS

- a. A Lineholder may conduct TTS transactions down to a minimum line credit of forty (40) credited hours in a bid period. No TTS transaction will be approved if it takes the Flight Attendant to less than forty (40) actual paid and credited hours.
- b. TTS will not award a Lineholder's TTS bid if the award would result in the Lineholder's credited hours including any vacation, training, etc., exceeding one hundred fifteen (115) credited hours of Company Time (including any Vacation, Jury Duty, etc.) in their line.
- c. TTS will only process transactions which result in a Lineholder's projection remaining within or if already outside of the TTS window, moving closer to their TTS bidding credit window as specified in Paragraph O.
- d. Sequences picked up while utilizing ETB will increase a Lineholder's projection and their maximum TTS bidding credit window. Sequences dropped utilizing the ETB will reduce a Lineholder's projection and their maximum TTS bidding credit window. The intent of this Paragraph is to minimize the use of TTS to add trips which are subsequently dropped using the ETB.

Activity	Projection (PROJ)	Maximum (MAX)	Actual (ACT)
ETB	increase/decrease	increase/decrease	increase/decrease
TTS/OT	increase/decrease	n/a	increase/decrease

Note: No TTS or ETB transaction will be approved if it takes the Flight Attendant to less than forty (40) actual paid and credited hours.

- e. A Lineholder may conduct TTS transactions that would result in actual flying on a day(s) pay protected by any other portion of Section 10. The Lineholder will receive pay and credit for such time.

5. Reserve use of TTS

- a. Reserves may utilize TTS to drop, pick up and trade sequences on Golden Days and Flex Days.
- b. A Reserve with an awarded TTS sequence on Golden Day(s) off will not be assigned a Reserve sequence that conflicts with their TTS sequence unless assignment is necessary according to the Priority of Trip Assignment language specified in Reserve Duty, Section 12.O. If a Reserve's TTS sequence is dropped by Crew Scheduling on a Golden Day, the Reserve will be provided pay protection for the TTS sequence up to the point the Reserve can be split back onto the TTS sequence. The Reserve may be split back onto the TTS sequence or drop the portion of the TTS sequence.
- c. If a Reserve's TTS sequence is dropped by Crew Scheduling on a Flex Day, there will be no pay protection and no obligation to split the Reserve back on a TTS sequence, unless provided pay protection in Paragraph 10.K and 10.L.
- d. Once released from Reserve duty into days off or at the conclusion of their RAP prior to a day off, a Reserve may utilize TTS to drop, pick up and trade sequences. The Reserve will be subject to the rest requirements of the FARs, but no less than ten (10) hours from release to report.
- e. A Reserve who is bidding a TTS trip prior to being released into their Flex Day or a Golden Day, may be awarded a TTS trip(s) to originate on the Reserve's first day off no earlier than 1000 HBT and released on the Reserve's last day off at the Flight Attendant's home crew base no later than 1600 HBT. A Reserve who does not receive minimum home base rest as a result of a TTS trip before or after available days shall reduce their home base rest down to FAR minimums, if necessary.
- f. A Reserve picking up a sequence through TTS on a Golden Day, Flex Day or a day of Reserve Availability once released into such day pursuant to Paragraph E.5.a will receive pay no credit for such time above their minimum guarantee.
- g. A Reserve may conduct TTS transactions that would result in actual flying on a day(s) pay protected by any other portion of Section 10. The Reserve will receive pay, no credit for such time.
- h. A Reserve will have a TTS maximum of thirty (30) hours.
- i. Sequences picked up, traded, or dropped in TTS on Reserve days off in accordance with Paragraph 5.a above will not impact the Reserve TTS maximum. TTS will only process transactions which result in a Reserve's projection remaining within or if already outside of the TTS window, moving closer to their TTS bidding credit window. A Red Flag sequence picked up in TTS will increase the TTS maximum.
- j. Sequences picked up while utilizing ETB will increase a Reserve's projection and their maximum TTS bidding credit window. Sequences dropped utilizing ETB will reduce a Reserve's projection and their maximum TTS bidding credit window in accordance with the chart below. The intent of this paragraph is to minimize the use of TTS to add trips which are subsequently dropped using ETB.

Activity	Projection (PROJ)	Maximum (MAX)	Actual (ACT)
ETB	increase/decrease	increase/decrease	increase/decrease
TTS/OT	increase/decrease	n/a	increase/decrease

## F. POST TTS DAILY PROCESSING

1. TTS Unsuccessful Bidders List (UBL)
  - a. A list of Flight Attendants who elect to be passed to the Unsuccessful Bidders List (UBL) because their bid was not awarded in TTS and their request originates on the first day of the TTS bid processing date range will be compiled upon conclusion of the TTS run. The TTS program will have an election the Flight Attendant may select if they wish to be placed on the Unsuccessful Bidders List for the sequence. The Unsuccessful Bidders List shall be used by Crew Scheduling for processing.
  - b. Daily bids will be processed by using the Unsuccessful Bidders List to offer sequences to Flight Attendants in seniority order, except as provided for in Paragraph F.5.
  - c. **Drop/Pick Up Transaction (with overlap)**  
If the Flight Attendant's bid includes a request for a sequence on the first day of the TTS bid processing date range and overlaps a sequence held by the Flight Attendant on a subsequent day(s), the bid will be subject to the daily and monthly limitations as specified in Paragraph E.3.h.
  - d. **Pick Up/Drop Transaction (without overlap)**  
If the Flight Attendant's bid includes a request for a sequence originating on the first day of the TTS bid processing date range and includes a drop for a trip on a subsequent day(s) that does not overlap, such request will be subject to the daily and monthly Open Sequence Day limitations as specified in Paragraph E.3.h.
  - e. **Drop Transaction**  
TTS bid processing date range and their drop transaction bid was not awarded during TTS, if the Flight Attendant so elects, the drop request will be moved to Crew Scheduling. If open time subsequently falls below the Open Sequence Day limitations as specified in Paragraph E.3.h, the request to drop will be awarded in seniority order among those Flight Attendants passed on to Crew Scheduling.
  - f. **Pick Up/Drop Transaction (Originating same day)**  
A Flight Attendant shall be able to request to drop a trip originating on the first day of the TTS bid processing date range and pick up a trip originating on the same day. The trip picked up must be equal to or greater than the calendar days of the trip being dropped. The request(s) will be processed in UBL until 1500 HBT the day prior.
  - g. **Out of Base UBL Pick Up**  
A Lineholder or Reserve on days off may pick up a sequence on UBL from another crew base only after in-base Lineholders and Reserves on days off have been processed and before processing in accordance with 12.K.2 and 12.K.3. Once the out of base Flight Attendant has been awarded the trip it may not be traded or dropped.
  - h. **Less Than Minimum Call-Out UBL List**  
A Lineholder or Reserve on days off may pick up a sequence in UBL within two (2) hours prior to scheduled departure (three (3) hours in co-terminal bases). In-base Lineholders and Reserves on days off will be processed before out of base LMCO Lineholders and Reserves on days off and prior to processing in 12.K.3.
    - i. A Reserve may utilize UBL in accordance with E.5.
2. General
  - a. The Company shall display a daily electronic list of all open sequences by crew base.

- b. The Company shall electronically display a daily list of all flying assignments for that crew base. Such list shall remain available within the constraints of the system. The Company shall also continue to provide individual Flight Attendants access to their history electronically and their sequence history for a period of thirty-six (36) months. Additionally, the Company shall post the sequence package for a period of six (6) months.
- c. Following each UBL run, the Company shall provide a run summary including sequence(s) awarded (sequence number, seniority, name, base, employee number, position, language, and purser qualification of the awarded Flight Attendant). The report shall include the UBL run ID, time sequence(s) opened, and sequence(s) not awarded. The Company shall also provide any sequences transferred out of base and the time and base to which the sequence was transferred in the run summary, if possible, but if not in a daily report.

### 3. Processing Timeline

- a. **Sequences that open between 2300 HBT and 0400 HBT:** Sequences which open after 2300 HBT each day which originate on the first day of the TTS bid processing date range will be processed using the Unsuccessful Bidders List after the TTS awards are posted no later than 0400 HBT.
- b. **Processing after 0400 HBT:** Once the Unsuccessful Bidders List has been processed, any sequences that subsequently become available prior to two (2) hours (three (3) hours in co-terminal bases) before departure of the sequence will be processed immediately from the Unsuccessful Bidders List. If the trip is not awarded from the Unsuccessful Bidders List, the sequence will then be assigned to a Reserve according to the provisions of Reserve Duty, Section 12. Sequences which become available in two (2) hours (three (3) hours in co-terminal bases) prior to departure of the sequence will be processed from the LMCO Unsuccessful Bidders List, the sequence will then be processed to a Reserve according to the provisions of Reserve Duty, Section 12.
- c. **Unsuccessful Bidders List Applicable to the Origination Day of Sequence:** Sequences will be processed utilizing the Unsuccessful Bidders List applicable to the origination day of the sequence. For example, on Monday, Crew Scheduling would use the Unsuccessful Bidders List from Saturday's TTS run to process sequences that originate on Monday.
- d. **Sequences Originating after the First Day of the TTS Bid Processing Range:** Sequences which open after 2300 HBT each day (Post TTS period), and originate after the first day of the TTS bid processing date range will not be awarded pursuant to this Paragraph but, rather, will remain as open time for bidding during the following day's TTS process.
- e. If there are no bidders or Flight Attendants on the Unsuccessful Bidders List, including Late Bidders, the sequence will be processed according to the provisions of Reserve Duty, Section 12.

### 4. Processing Rules

- a. Daily Scheduling will process bids according to the specifications of Paragraphs D.12 and E.3.
- b. Crew Scheduling will award a Flight Attendant, in seniority order, a sequence for which the Flight Attendant is listed on the Unsuccessful Bidders List. If a Flight Attendant no longer chooses to be on the Unsuccessful Bidders List, the Flight Attendant is responsible

for removing their name from the list. The Company will electronically notify the Flight Attendant for any award prior to 1900 HBT. Once the sequence is awarded, the Flight Attendant is responsible for such sequence and no confirmation is needed.

- c. A Flight Attendant awarded a sequence after 1900 HBT will receive an electronic notification of their award. If the Flight Attendant does not electronically acknowledge the award, Crew Scheduling will call to confirm their award. Once the sequence is confirmed, the Flight Attendant is responsible for such sequence. If the Flight Attendant does not confirm the assignment by answering the phone, Crew Scheduling will remove the Flight Attendant's name from the UBL list and shall move on to the next most senior Flight Attendant on the Unsuccessful Bidders List requesting such sequence.
- d. If a Flight Attendant is on another trip at the time the sequence opens, the Flight Attendant will not be passed over and such sequence will be awarded. Once the sequence is awarded, the Flight Attendant is responsible for such sequence and no confirmation is needed.

#### 5. Late Bidders

A Flight Attendant during the post TTS period may bid for a sequence. A Late Bidder will be added to the bottom of the Unsuccessful Bidders List and their bid will be processed according to their position on the list for sequences that come available. If the Flight Attendant's request to be considered a Late Bidder is received after the initial process of unsuccessful bidders at 0400 HBT on the day immediately following the TTS closing, the Flight Attendant will be processed in seniority order amongst all unsuccessful bidders. The award of such transactions for late bidders will be subject to rules in Paragraph F.4.

#### 6. Position Move-up

A Flight Attendant who has been awarded a sequence may enter a bid or persistent bid in TTS to change to another position on the same sequence. A Flight Attendant may indicate their election to move such bid to the Unsuccessful Bidders List. Within a two (2) hour period prior to report, a request to move to a premium position will be accommodated on any particular sequence. The Reserve will be assigned the vacant position.

#### 7. Inverse Assignment

When it becomes necessary to assign a Flight Attendant to open time it will be done in accordance with Reserve Duty, Section 12.O. Priority of sequence assignments will be made by positive contact to the Flight Attendant being assigned.

### G. ELECTRONIC TRADE BOARD (ETB)

1. The Company will provide a real time, electronic method of picking up, dropping, and trading sequences between Flight Attendants on a first come/first served basis. The ETB will not be used to distribute or trade open time. The following provisions will apply.
2. General Use of the ETB
  - a. All sequence transactions through the ETB for the next month will be processed on the 22<sup>nd</sup> of the calendar month at 0400 HBT and will be awarded in first come/first served order.
  - b. ETB transactions will not be processed between the time the TTS bid closes at 2300 HBT and is awarded at 0400 HBT.

- c. In order to avoid transition conflicts, for a period not to exceed forty-eight (48) hours while PBS is processing, a Flight Attendant shall not be able to pick up, drop or trade a trip that touches the last three (3) days of the bid period.
- d. All ETB transactions will be available for processing up until sign-in time for the sequence. If the sequence has not been picked up, the Flight Attendant will be responsible for flying that sequence. This restriction shall not apply to Paragraph P.
- e. The ETB system will include a real time acceptance message that requires a Flight Attendant picking up a sequence on the ETB to accept the sequence. A Flight Attendant requesting to drop or trade a sequence remains responsible for that sequence until approval for the drop or trade has been granted. Once a sequence is added, it becomes part of the Flight Attendant's line. Conversely, once a sequence is dropped, it is no longer part of the Flight Attendant's line.
- f. ETB transactions will be processed for sequences that the Flight Attendant is legal to operate under the terms of the Agreement and in accordance with the parameters specified in Paragraph D.12.a-f.
- g. Flight Attendants will be able to access the ETB through a web-based program at no cost to the Flight Attendant.
- h. The Company will implement a technology-based system where a Flight Attendant can confirm a trip drop or trade.
- i. A Flight Attendant can combine multiple sequences as specified in Paragraph D.12.
- j. A Lineholder or a Reserve on a day off that is being pay protected in Section 10 may conduct ETB transactions outside the footprint of the originally scheduled pay protected sequence (sequence at the time of assignment/award). Any ETB sequence picked up within the footprint of the originally scheduled pay protected sequence will negate pay protection. The Lineholder will receive pay and credit for such time. The Reserve Flight Attendant will receive pay and no credit for such time.

3. Lineholder Use of the ETB

- a. Within the same crew base, Lineholders may drop sequences to other Flight Attendants, pick up sequences from other Flight Attendants on days off or on vacation days, and/or trade sequences with other Flight Attendants using the ETB.
- b. Lineholders will be permitted to drop down to forty (40) credited hours in a bid period by trading with other Flight Attendant(s) or by dropping sequences to other Flight Attendants through the ETB.
- c. There is no cap on the number of pay hours a Flight Attendant may gain through picking up sequences from other Flight Attendants through the ETB. Sequences picked up from the ETB will increase a Lineholder's projection and their maximum TTS bidding credit window. Sequences dropped utilizing the ETB will reduce a Lineholder's projection and their maximum TTS bidding credit window.

4. Reserve Use of the ETB

- a. Within the same crew base, Reserves may utilize the ETB to drop, pick up and trade sequences on Golden Days, Flex Days, or on vacation days, or a day of Reserve Availability once released. The Reserve will receive pay, no credit for such time above their minimum guarantee.

- b. A Reserve with an awarded ETB sequence on Golden Day(s) will not be assigned a sequence that conflicts with their ETB sequence in Future or Daily Scheduling unless assignment is necessary according to 12.K.2., or the Priority of Trip Assignment language specified in Reserve Duty, Section 12.O. If a Reserve's ETB sequence on a Golden Day is dropped by Crew Scheduling, the Reserve will be provided pay protection for the ETB sequence up to the point they can be split back onto the ETB sequence. The Reserve may be split back onto the ETB sequence or drop the portion of the ETB sequence.
- c. If a Reserve's ETB sequence is dropped by Crew Scheduling on a Flex Day, there will be no pay protection and no obligation to split the Reserve back on the ETB sequence, unless provided pay protection in Paragraphs 10.K and 10.L.
- d. Within the same crew base once released from Reserve duty into days off or at the conclusion of their RAP prior to a day off, a Reserve may utilize the ETB to drop, pick up and trade sequences on a Reserve Day. The Reserve will be subject to the rest requirements of the FARs, but no less than ten (10) hours from release to report.
- e. Within the same crew base, a Reserve who is bidding an ETB trip prior to being released into their Flex Day or a Reserve bidding an ETB trip on a Golden Day, may be awarded an ETB trip(s) to originate on the Reserve's first day off no earlier than 1000 HBT and released on the Reserve's last day off at the Flight Attendant's home crew base no later than 1600 HBT. A Reserve who does not receive minimum home base rest as a result of an ETB trip before or after available days shall reduce their home base rest down to FAR minimums, if necessary.

#### **H. RED FLAGGING OPEN TIME**

- 1. At any time prior to departure, Crew Scheduling may Red Flag a sequence/position in open time. Red flagged sequences shall be paid at the rate of one hundred and fifty percent (150%) and credited at one hundred percent (100%). Once a sequence is flagged it shall retain its premium for any pay protection provided within Section 10. If a Flight Attendant calls in sick for a red flagged sequence, no red flag premium will be applied.
- 2. Sequences which carry a red flag premium will be indicated as such in the Crew Management system. Flight Attendants may exclusively bid for red flagged sequences within TTS.
- 3. The premium pay rate shall not be paid for any red flag sequence that is assigned to a Reserve on days of availability.
- 4. A Reserve who picks up a red flagged sequence on their days off shall receive pay as referenced in Paragraph H.1.
- 5. A Flight Attendant may exceed their monthly TTS maximum to pick up a red flagged sequence.
- 6. Once a sequence has been red flagged in TTS, Crew Scheduling may not remove the red flag designation and its corresponding premium until after 0400 HBT one day prior to the departure of the sequence. Once the TTS daily processing occurs on any day, the Company may not change the red flag designation until the TTS awards are complete for that day. Once the red flag sequence has been awarded the red flag premium may not be removed.

7. Red flag premiums for transactions in TTS will be applied as follows:

Transactions will be Awarded	Sequence Being Dropped	Sequence Being Picked Up	Red Flag Pay Premium
Pickup only		Red Flag	Yes
Trade (all scenarios)	Red Flag	Red Flag	Yes
Trade (no overlap or only overlaps 1 day)*	Non-Red Flag	Red Flag	Yes
Trade (1 day for 1 day with same origination date or overlaps 2+ days)*	Non-Red Flag	Red Flag	No; Sequence will be awarded, Red Flag indicator will be removed, and the sequence will no longer receive Red Flag premium unless Crew Scheduling redesignates the sequence as Red Flag

\*Overlap applies to a calendar day (0000-2359 HBT)

8. A Flight Attendant may bid generic or specific "Red Flag Only" sequence(s) and position(s) in TTS.

#### I. INVOLUNTARY ASSIGNMENT

Involuntary assignments shall only be made according to the Priority of Open Trip Assignment language specified in Reserve Duty, Section 12.O.

#### J. RESCHEDULING

##### 1. General Provisions

- The provisions of Paragraph J are intended to allow for orderly rescheduling procedures in the event of last-minute operational irregularities that have a high probability of resulting in sequence delays or cancellations. These provisions are not intended to be utilized in such a manner so as to effectively require a Lineholder to serve as a Reserve.
- In the event a Lineholder loses three (3) or more full sequences (not pay protected by Section 10) because of a schedule change, including natural disaster and/or extraordinary circumstances, the following shall apply: A Lineholder shall be required to make a "reasonable effort" in order to receive pay protection under this Paragraph. A Lineholder may choose to waive pay protection for all or some of the sequences and be released from any obligation to remain available to the Company. This provision is to address the major issues specified above and is not intended to apply to normal scheduling changes affecting individual Flight Attendants.

In order to fulfill the "reasonable effort", a Lineholder will be required to satisfy all of i and ii below:

- i. Bid for "like sequences" starting with the first TTS run for the applicable bid month following notification of the full sequence cancellation. A like sequence (comparable to the cancelled sequence) shall have:
  - a) comparable check-in/out times (at least one (1) hour before or after the original check-in/out times); and
  - b) same number of day(s); and
  - c) Domestic for Domestic or IPD for IPD or NIPD for NIPD.
- ii. Make themselves available in TTS for the equivalent number of TTS runs equal to the number of duty periods in cancelled sequence(s). A Lineholder may ballot for multiple sequences in 1 (one) TTS run.
- iii. A Lineholder may choose to waive pay protection for all or some of the sequences and be released from any obligation to remain available to the Company.
- iv. A Flight Attendant who bids for like sequences shall be pay protected for the value of the sequences lost.
- c. The intent of Paragraph J is that a Flight Attendant should be permitted to operate the sequences that they were awarded through PBS, TTS, ETB, etc. Consequently, a Flight Attendant should not be removed from their sequence unless all options have been utilized to prevent a cancellation or delay, including assignment to any available Reserve or Standby Reserve.
- d. A Reserve on a TTS/UBL or ETB trip will be considered a Lineholder for the purposes of Section 10.
- e. The term "rescheduled" as used in Section 10 means any and all deviations from a Flight Attendant's awarded sequence, as originally published, with the following exceptions:
  - i. Cancelled segments that occur at any time during the sequence without requiring the Flight Attendant to operate a different sequence. However, the cancellation of a scheduled flight and the creation of a new unpublished flight between the same city pairs within four (4) hours of the original scheduled departure time does not constitute a cancelled segment and would require payment to the Flight Attendant for the cancelled flight unless the Flight Attendant has requested to be released from duty in accordance with Scheduling, Section 10.J.8. Further, flights scheduled as extra sections more than forty-eight (48) hours in advance of the cancelled flight are not considered "new unpublished flights" for purposes of this Paragraph. If an extra section is created less than forty-eight (48) hours prior to the cancellation, the extra section shall require payment to the Flight Attendant for the cancelled flight unless the Company can demonstrate that the creation of this "new unpublished flight" is not related to the cancellation.
  - ii. Deadheading to position a crew because of a cancelled flight(s) to continue a series of flight(s) on the original sequence.
  - iii. Diversions for fuel, weather or emergency if the Flight Attendant next proceeds to the originally released destination prior to the diversion or to the next destination on the original sequence.
  - iv. Delays of scheduled departure/arrival times which do not result in operating to different city pairs than were contained in the original sequence.

- v. Bypassing cancelled flight segments in the affected Flight Attendant's sequence, provided that another flight has not been cancelled pursuant to Paragraph J.1.e.i, which would be covered by the affected Flight Attendant.

Example:

Duty Period 1 – Original Sequence: PHL-CLT-TPA. Both flight segments cancel and Duty Period 1 becomes PHL-TPA.

## 2. Prior to Report Time

The following provisions will apply to the Lineholder holding the sequence at the time of modification or reschedule:

- a. Subject to the provisions of Paragraph J.1, for the purposes of adjusting sequences after publication, e.g., equipment change, block times, departure or arrival times, or cancellations, a sequence may be changed prior to report.
- b. If such change involves an adjustment to the schedule between publication of sequences and up to three (3) days prior to commencement of the affected sequence(s), which results in different city pairs, layover cities, or causes the sequences to operate on additional days or to not operate on a day(s), the Lineholder shall be electronically notified and shall not be required to accept such sequence in which event the Lineholder shall forfeit all applicable pay protection for that sequence(s) and all line guarantees associated with that release.
- c. If such change involves an adjustment to the schedule within three (3) days prior to commencement of the affected sequence and prior to report, which results in different city pairs, layover cities, or causes the sequences to not operate on a day(s), the Lineholder will receive an electronic notification, and with Company consent, the Flight Attendant shall not be required to accept such sequence in which event the Lineholder shall forfeit all applicable pay protection for that sequence(s) and all line guarantees associated with that release. Any such adjustment to the schedule shall be according to the provisions of Paragraph J.3, and other provisions of Paragraph J.
- d. In no case shall the Lineholder be required to report for a sequence earlier than originally scheduled. If the rescheduled departure is earlier than the originally scheduled departure, duty time will commence concurrent with Domestic or International report times based on the earlier departure time. If replaced, such Flight Attendant shall receive the crew substitution protections afforded in Paragraph J.10.
- e. In the event the sequence is rescheduled to depart more than one (1) hour later than originally scheduled, Crew Scheduling shall electronically notify the Flight Attendant to advise them of the rescheduled report time and the report time will be in accordance with Section 10.J.11.a.

## 3. After Report but prior to Sequence's Origination

- a. Subject to the provisions of Paragraph J.1, once a Flight Attendant crew reports for a sequence, the Company may reschedule a Flight Attendant crew to maintain scheduled operations or substitute another crew on a part of the sequence to maintain scheduled operations in accordance with published timetables. A Flight Attendant rescheduled will receive an electronic notification. If the Flight Attendant does not electronically acknowledge the reschedule, Crew Scheduling will call to advise of the reschedule.

- b. The Company will make every reasonable effort to reschedule the entire crew together. However, in extenuating circumstances, the Company may split a Flight Attendant crew if such split is required in order to maintain schedule. The opportunity to be rescheduled shall be offered to the Flight Attendants in seniority order. If insufficient Flight Attendants volunteer to be rescheduled, assignments will be made in inverse seniority.
- c. In the event a Flight Attendant crew reports for the origination of a sequence and such sequence is canceled in its entirety, the individual Flight Attendants in such crew may be rescheduled in the event that such rescheduling is required to prevent a delay or cancellation. The opportunity to be rescheduled shall be offered to the Flight Attendants in seniority order. If insufficient Flight Attendants volunteer to be rescheduled, assignment will be made in inverse seniority order.
- d. A Flight Attendant, after the initial notification of a disruption to their sequence, will be electronically advised of their rescheduled sequence/assignment prior to four (4) hours after the originally scheduled sequence sign-in time or three (3) hours after the disruption is known, whichever is later.

4. After Origination (Departure of First Flight)

- a. Subject to the provisions of Paragraph J.1, once a Flight Attendant crew has originated a sequence, the Company may reschedule such crew to maintain schedule or substitute another crew on a part of the sequence to maintain scheduled operations in accordance with published timetables. A Flight Attendant rescheduled will receive an electronic notification. If the Flight Attendant does not electronically acknowledge the reschedule, Crew Scheduling will call to advise of the reschedule.
- b. It is the intent of Paragraph J.4.a, the Company will make every reasonable effort to reschedule the entire crew together. However, in extenuating circumstances, the Company may split a Flight Attendant crew if such split is required in order to maintain schedule. A typical example of a situation where the entire crew may not be rescheduled together would be as follows:

Example:

Two (2) Flight Attendant crews are on an overnight in CDG (a 777-300 crew and a 777-200 crew). If a Flight Attendant on the 777-200 sequence becomes ill just prior to their flight's departure, a Flight Attendant from the 777-300 crew, if legal to do so, may be rescheduled onto the 777-200 sequence, thus splitting the 777-300 crew and preserving the integrity of the schedule.

- c. A rescheduled crew, after the initial notification of a disruption to their sequence will be electronically advised of their remaining duty assignment for that day and for the balance of the sequence within three (3) hours after the disruption is known. If not assigned replacement flying within the window above, the Flight Attendant shall be released for that duty day.

5. If a Reserve has been removed from a sequence prior to report time consistent with Reserve Duty, Section 12.O, the pay protections specified therein shall apply.

6. If a Reserve's sequence cancels in its entirety or the Reserve is removed as specified in 12.M, the Reserve will be subject to the provisions of Section 12.

## 7. Return to Crew Base

At the time of rescheduling, the Company shall make every effort to schedule such Flight Attendant crew to arrive back in their crew base no later than the time they were originally scheduled to return. In no event will the Flight Attendant(s) be rescheduled beyond their originally scheduled return time unless the Company has unsuccessfully made every effort to provide Reserve coverage to continue the sequence from that point without causing a delay or cancellation. These provisions shall not be used to eliminate deadheading where no delay is involved.

## 8. More Than a Three (3) Hour Delay (After Report)

When a flight departure is delayed for more than three (3) hours, the Flight Attendant who is scheduled for such flight shall not be required to stand by and shall be relieved of duty at their request, provided that other Flight Attendants are available to replace them without increasing the delay. A Flight Attendant desiring to be released shall remain on duty until the relief Flight Attendant reports for duty. A Flight Attendant exercising this option shall forfeit any pay and credit that may be accumulated under any other Paragraph in Section 10.

## 9. Equipment Substitution

- a. When different equipment is substituted prior to departure for an entire sequence, and positions are available in open time, only the required bid complement of Flight Attendant positions for the downgraded equipment will be staffed. If such sequence is staffed with a full complement at the time of the equipment substitution, only the required number of Flight Attendant positions for the downgraded equipment will be required and the most senior Flight Attendant(s) will be released and receive pay and credit at their hourly rate and all premiums, if applicable.
- b. When different equipment is substituted for part of the sequence the Flight Attendant complement will be based on the number of bid positions for the remaining working legs on the largest aircraft remaining on the sequence. When the crew is operating the smaller aircraft, the most senior Flight Attendant(s) exceeding the required bid complement will occupy the jumpseat(s), if available, and will deadhead only if there is an insufficient number of jumpseats. The junior Flight Attendant(s) on the sequence, regardless of bid position, will fly the sequence and receive pay and credit at their hourly rate, and all premiums, if applicable. Any excess Flight Attendants that exceed the bid complement for the remaining working legs on the largest aircraft remaining on the sequence will be released, based on seniority, when transiting their crew base and be compensated for the sequence at their hourly rate and all applicable premiums.

## 10. A Flight Attendant, who is rescheduled in accordance with Paragraphs J.2, J.3, or J.4, will be guaranteed the pay value of their originally awarded or assigned sequence, as published in the electronic bid package or actual time, whichever is greater, including canceled segments. A sequence which does not appear on the electronic bid package, e.g., ferry flights, extra sections, etc., will be pay protected to the posted value of the sequence prior to its award or assignment. This pay protection will also apply to a Flight Attendant who is replaced as a result of a crew or equipment substitution.

## 11. Notification of Delay

- a. When a Flight Attendant's originating trip of the day is delayed and they are notified of this delay and acknowledges the notification, their duty day begins at their rescheduled report time. If the Flight Attendant does not acknowledge the notification and they report for the original departure time, their duty day begins at the originally scheduled report time. However, if the electronic notification is three (3) hours or more prior to the originally

scheduled departure time, they will be considered notified. Crew Scheduling will use its best efforts to notify a Flight Attendant affected by a delay as soon as practicable after Crew Scheduling becomes aware of the delay.

- b. If a Flight Attendant is electronically notified less than three (3) hours prior to report that their trip has been cancelled in its entirety, the Flight Attendant will be paid three (3) hours flight time pay, no credit regardless of whether the Flight Attendant reported to the airport.

## 12. Changeover Sequence

- a. A changeover sequence is defined as a replacement sequence that modifies an originally awarded or assigned carryover sequence and is placed on a Flight Attendant's schedule no later than the tenth (10<sup>th</sup>) day of the calendar month in which the trip originates.
- b. A Flight Attendant holding a carryover sequence which subsequently becomes a changeover sequence shall not be required to accept such sequence which results in different city pairs, layover cities, or causes the sequence to operate on additional days or to not operate on a day(s). A Flight Attendant electing to be removed from a changeover sequence must electronically notify Crew Scheduling by no later than 1100 DFW on the fifteenth (15<sup>th</sup>) of the calendar month for which the trip originates. The Flight Attendant shall forfeit all applicable pay protection for the sequence and all line guarantees associated with the dropped sequence.
- c. A Flight Attendant that holds the carryover sequence at the time it becomes a changeover sequence and flies the changeover sequence will be pay protected to the value of the original carryover sequence scheduled hours at the time of assignment pursuant to Paragraph 10.J.10. As an exception to the requirement to hold and fly the carryover sequence which subsequently becomes a changeover sequence, a Flight Attendant that holds the qualifying changeover sequence but is removed pursuant to another provision that requires pay protection (e.g., 10.K. Illegal Through No Fault) will be pay protected based on the value of the original carryover sequence.
- d. A Flight Attendant not holding the carryover sequence at the time it becomes a changeover sequence will not be eligible for the pay protections based on the original carryover sequence value. In this case, pay protections for the changeover sequence will be based on the value of the sequence at the time it was placed on the Flight Attendant's schedule.

## K. ILLEGAL THROUGH NO FAULT

1. If, after the time of award, a Flight Attendant becomes illegal (contractual or FAR) through no fault of their own to originate their sequence, such Flight Attendant shall have the option of splitting on to the sequence, once they become legal at the point the sequence passes through their crew base. If the sequence does not pass through the Flight Attendant's crew base, the Flight Attendant will be permitted to pick up the sequence at the point where they become legal. However, if it is impractical for the Company to split the Flight Attendant on to the sequence, the Flight Attendant shall be released from the sequence and paid the value of the originally scheduled sequence. To receive pay protections under this Paragraph, the Flight Attendant must be FAR Illegal, a Lineholder or a Reserve on an ETB/TTS/UBL trip, except as provided for in Paragraph K.1.b.

Example:

A Flight Attendant arrives in late Monday night from their sequence and becomes FAR illegal for the following two-day sequence on Tuesday/Wednesday PHX-LGA-RON-LGA-PHX. It would be impractical for the Company to deadhead the Flight Attendant to LGA fly the LGA-PHX segment as the Company already had the sequence covered by another Flight

Attendant. In this situation, the Flight Attendant would not be permitted to split on the trip and would receive pay and credit for the entire sequence as it was flown by a substitute crew.

- a. For sequences other than such Flight Attendant's last sequence or series of sequences of the bid month, such Flight Attendant shall be paid and credited for any portion(s) of the sequence flown by a substitute crew, up to the point where the Flight Attendant splits back on or could have split back on.
- b. As an exception to Paragraph K, a Reserve awarded a sequence via the ETB/TTS/UBL on Flex Days and subsequently awarded/assigned a sequence by Crew Scheduling on Flex Days prior to such ETB/TTS/UBL trip will not be afforded pay protection. A Reserve awarded a sequence on a Flex Day(s) shall only be assigned a sequence in accordance with Paragraph G.4.
- c. If such sequence was the Flight Attendant's last sequence or series of sequences of the bid month, the Flight Attendant shall be paid and credited in accordance with Paragraph L.4.

### 2. Illegal After Time of Award But Prior to Origination

- a. If, after the time of award but prior to origination, a Flight Attendant remains legal for the origination of their sequence but is projected to become illegal through no fault of their own to complete such sequence, the Flight Attendant must originate the sequence and split off at the latest point it passes through their crew base and they remain legal. If the sequence does not pass through the Flight Attendant's crew base, prior to them becoming illegal, the Flight Attendant will be required to split the sequence at the point prior to when they become illegal.
- b. Such Flight Attendant shall be paid and credited for any portion(s) of the sequence flown by a substitute crew after the point where the Flight Attendant splits off. In the event such sequence is the Flight Attendant's last sequence or series of sequences of the bid month, the Flight Attendant shall be paid and credited for the remainder of the sequence regardless of whether the remainder of the sequence was flown by a substitute crew.
- c. Notwithstanding the foregoing, the Flight Attendant may request, and the Company may consent, to drop the sequence and any pay protection would be waived.

### 3. Illegal After Origination (Departure of First Flight)

If, after originating a sequence a Flight Attendant becomes illegal to complete the sequence, such Flight Attendant shall be split off at the latest point the sequence passes through their crew base and they remain legal. If the sequence does not pass through the Flight Attendant's crew base prior to them becoming illegal, they shall be split off at the point of illegality. In either circumstance the Flight Attendant will be pay protected for any portion(s) flown by a substitute crewmember after splitting off. If such sequence is the Flight Attendant's last sequence or series of sequences of the bid month, the Flight Attendant shall be paid in accordance with Paragraph L.4.

## L. LAST SEQUENCE OF THE MONTH PAY AND CREDIT

1. When a Lineholder's last series of sequences in a bid month is cancelled in its entirety, or when a Lineholder is illegal through no fault to originate their last sequence of the bid month, the Lineholder shall be paid and credited for the entire sequence.
2. When a Lineholder becomes illegal after origination (whether such illegality is known prior to or after origination) for a portion(s) of their last sequence of the bid month, the Flight Attendant

must originate such sequence and shall be split off at the latest point the sequence passes through their crew base and the Flight Attendant remains legal. If the sequence does not pass through the Flight Attendant's crew base prior to them becoming illegal, the Flight Attendant shall be split off at the point of illegality. In either circumstance, the Flight Attendant will be paid and credited for the portion(s) of the sequence for which they were illegal.

3. If a Lineholder is unable to originate their last sequence of the bid month because the origination has cancelled (whether known prior to or after report), the Company may request the Flight Attendant to split onto such sequence, and the Flight Attendant must split on subject to the following conditions:
  - a. The notification of the split must occur prior to the completion of the first scheduled duty period of such sequence. When a Lineholder reports to the airport and signs in for the sequence and is subsequently notified of the split, they will be provided with hotel accommodations in the event the sequence does not originate on the same day.
  - b. The Company's request must be made pursuant to Paragraph J.
  - c. The Flight Attendant shall be pay protected for the cancelled portion(s) of such sequence.
  - d. If the Company does not make such request, the Flight Attendant shall be released and pay protected for the entire sequence.
4. If a Lineholder is legal to originate and to complete their last sequence of the bid month, but some portion(s) of such sequence are cancelled, the Lineholder will be pay protected for the cancelled portion(s) but will be obligated to fly the portion(s) of the sequence that are not cancelled.
5. After origination, a Flight Attendant on their last trip of the month may be rescheduled in accordance with Paragraph J.4.
6. A Reserve who is legal to originate a trip on days off is eligible for last sequence of the month pay protection as described in Paragraph L, for a sequence(s) scheduled on days off provided the Reserve:
  - a. has completed their last Reserve sequence for the month (after calling out of time); or
  - b. has completed their last Reserve sequence for the month and has no Reserve Days remaining for the month.

#### **M. SEQUENCE SPLITS**

1. All sequence splits shall be limited to the Flight Attendant's crew base except:
  - a. When a Flight Attendant must split a sequence to comply with an involuntary legality after sequence award;
  - b. For emergency of a personal nature;
  - c. For sick;
  - d. At Company request;
  - e. In accordance with the provisions of Training, Section 29;

- f. For a Reserve in accordance with Reserve Duty, Section 12.N.

2. Company Initiated Splits or Replacement Flight Attendants
  - a. A Flight Attendant who splits onto or off of a sequence shall receive Trip Rig and Duty Rig from the point at which the sequence is split, except that duty time related to deadheading will only be paid for the replacement Flight Attendant unless such split is made at Company request.
  - b. The sequence will be recalculated and a five (5) hour average duty period established for each day of the sequence.
3. Flight Attendant causing the Split
  - a. Trip rig does not apply.
  - b. Duty Rig calculated for duty periods completed prior to/following the day of the split only, as applicable.
  - c. The greater of the three (3) hour minimum day or the scheduled or actual segments flown, or actual if greater, for duty periods completed prior to/following the day of the split, if applicable, and actual pay for the day of the split.
  - d. There shall be no pay or credit for a deadhead generated as a result of such split.

<b>Pay/Credit Provision for Split Trips</b>	Company Initiated Splits and Replacement Flight Attendant (the one who did not cause the split.)	Flight Attendant causing the split-Sick, Emergency, Personal, Bereavement, Union Business, Reserve split for ETB, Stuck Commuting
<b>Trip Rig and Per Diem</b>	Calculated to/from point of split, including any necessary deadhead and report and debrief.*	Trip Rig does not apply. Per Diem ends following the last segment worked.
<b>Duty Rig</b>	Calculated to/from point of split, including any necessary deadhead and report and debrief.*	Duty rig calculated for duty periods completed prior to/following the day of the split only, as applicable.
<b>Minimum Day</b>	The sequence will be recalculated and a five (5) hour average duty period established for each day of the sequence.	The greater of the three (3) hour minimum day or scheduled or actual segments flown, for duty periods completed prior to the day/following the day of the split, if applicable, and actual pay for the day of the split.

\*Deadhead pay applies to/from the point of the split. When a duty period consists solely of a deadhead flight into position to pick up or to return to base from a split trip, the Flight Attendant will receive the greater of the three (3) hours or actual deadhead time.

## N. SEQUENCE TRADES DAY OF DEPARTURE

A Flight Attendant, on the day of departure, may electronically exchange sequences or positions on sequences which depart on the same day at a crew base.

## O. PROJECTION AND ADJUSTMENT

### 1. General

- a. Upon publication of a Flight Attendant's PBS award, a monthly bidding credit window shall be established between forty (40) credited hours and one hundred fifteen (115) credited hours of Company Time (including any Vacation, etc.) in their line.
- b. When a change in contractual month occurs during a sequence, pay and credit for the time flown before midnight shall be paid and credited to the month in which the Flight Attendant originated the flight. In the event a duty period actually terminates on the last day of the month, but the arrival time at the crew base, based on local time of the last point of departure, flying time and credit associated with the duty period would extend past midnight, such time will be paid and credited in the following month. Midnight shall be determined on the basis of local time at the point of last take off.
- c. Accumulated actual credit, when added to future scheduled activity, shall constitute a Flight Attendant's projected credited time.
- d. Sequences picked up while utilizing ETB will increase a Lineholder's projection and their TTS maximum bidding credit window. Sequences dropped utilizing the ETB will reduce a Lineholder's projection and their TTS maximum bidding credit window. Except for adjustments because of ETB activity, the TTS maximum shall remain constant throughout the month.
- e. Once awarded by PBS, TTS, Daily Scheduling or ETB, each Flight Attendant will be obligated to all sequences in their line.
  - i. The Flight Attendant shall be responsible for all self-initiated changes to their schedule.
  - ii. If a Flight Attendant fails to check-in for a sequence within ten (10) minutes past the scheduled report time, Crew Scheduling may remove the Flight Attendant from the sequence without pay protection. However, if a Flight Attendant arrives at the aircraft with sufficient time to change the manifest, Crew Scheduling will allow the Flight Attendant to fly the sequence even if a Standby Reserve has been assigned.

### 2. Over Projection and Under Projection

- a. TTS or Daily Scheduling transactions must result in a projected credited time value within the bidding credit window, however in the event that actual accumulated credit, plus future scheduled activity results in a credit projection above or below the bidding credit window, TTS or Daily Scheduling may be used to adjust such over or under projection.
- b. When over projected, TTS or Daily Scheduling transactions may result in a projected credited time value higher than the bidding credit window, however until projected credited time is within the bidding window, each TTS or Daily Scheduling award must be equal to or reduce the Flight Attendant's projected credited time.
- c. When under projected, TTS or Daily Scheduling transactions may result in a projected credited time value lower than the bidding credit window, however until projected credited time is within the bidding window, each TTS or Daily Scheduling award is equal to or increases the Flight Attendant's projected credited time.

### 3. Involuntary Over Projection

- a. If due to circumstances beyond the control of the Flight Attendant, their projected credited time exceeds the bidding credit window, the Flight Attendant may utilize TTS or Daily Scheduling to reduce their projection or, if not, fly over the monthly maximum and be paid as specified in Paragraph O.3.b. In order to reduce the Flight Attendant's projection to their applicable monthly maximum, Daily Scheduling and the Flight Attendant shall mutually agree on the sequence(s) to be dropped, with the understanding that coverage requirements may dictate which portion or sequence will be given up to adjust projected time. In the event the only sequences remaining to be dropped are sequences that touch a protected holiday and the Flight Attendant's last trip of the month, the protected holiday sequence will be maintained on the Flight Attendant's schedule.
- b. If by the end of the month, a Flight Attendant does not utilize TTS or Daily Scheduling to reduce their projection to within the bidding credit window, payment for such excess time will be made on the fifteenth (15<sup>th</sup>) day of the following month.

### P. LAST LIVE LEG

A Lineholder or a Reserve released into a day off or on a day off, or released for a future sequence assignment may fly another Flight Attendant's last live leg for them provided all parties adhere to the following:

1. A Flight Attendant swapping onto the flight segment must ascertain that their name appears on the flight plan;
2. Any Flight Attendant swapping onto a flight segment must inform Crew Scheduling in advance of such swap and provide the names of the Flight Attendants involved. Both Flight Attendants must make the request electronically. The Company shall attempt to confirm the swap within fifteen (15) minutes of the request. The Company will check legalities and notify the Flight Attendants with accept or reject. A Flight Attendant swap shall not create a delay in passenger boarding or departure;
3. A Flight Attendant swapping onto the flight must be legal to do so. In the event the last live leg is followed by a deadhead, the Flight Attendant swapping onto the live leg must also be legal for the deadhead leg. In the event the deadhead leg becomes a live working segment, the replacement Flight Attendant would be required to work such segment and must be legal to do so. It will be the individual Flight Attendant's responsibility to ascertain that the swap and their own sequence, if applicable, will be in compliance with all applicable FARs. e.g., the combination cannot exceed the Flight Attendant FARs or the combination cannot trigger a compensatory rest violation on the replacement Flight Attendant's sequence. A Flight Attendant accepting a last live leg waives their duty and block limitations and rest requirements up to the Flight Attendant FARs;
4. A Flight Attendant swapping onto the flight segment(s) will not be eligible for pay for the flight(s) flown. No pay protection will be provided should the Flight Attendant swapping onto the segment(s) become illegal for their own sequence.

### Q. STAFFING

1. The Company will pay understaffing pay for each segment identified as needing an additional position(s) if such position is not covered in accordance with the pre-determined parameters. An aircraft lacking one (1) or more Flight Attendant(s) in accordance with the parameters established by the Company will result in the payment of understaffing on the understaffed segment(s) as specified in Compensation, Section 3.

2. The current published staffing guidelines shall be used to determine the number of bid positions and the total number of Flight Attendants who will be assigned to flights with variable manning. Thereafter, the Company may establish, at its discretion and from time to time, new staffing formulas. These formulas shall be made available to Flight Attendants, and APFA shall be notified of a change forty-five (45) days prior to implementation of the new formula. Staffing formulas shall specify increments based on the type of equipment, level of service, flying time and passenger load, as determined by the Company.
3. While it is understood that the Company shall have discretion in changing staffing or service levels, the APFA shall be afforded a safeguard against the Company abusing that discretion. Accordingly, APFA shall have the right to file a Presidential Grievance if the Company abuses its discretion by assigning an unreasonable workload to Flight Attendants.
4. The APFA shall have three (3) months from date of implementation of a change in staffing or service level to file a Presidential grievance which shall be processed in accordance with the Presidential grievance procedures set forth in the Collective Bargaining Agreement.

#### **R. TELEPHONE RECORDING AND RULES**

1. All telephone conversations between Flight Attendants and Crew Scheduling, with the exception of Managers and above, involving scheduling matters shall be recorded.
2. The phone recording system will provide a method of indication of the time, date of the call and the number called. Such recordings shall be kept for ninety (90) days and shall be made accessible to each National Scheduling Chair or their designee on a need to know basis. In the event of a dispute, the tapes will be kept until the dispute is settled.
3. If, for any reason, a recorded conversation is missing, erased or is otherwise inaudible, a prompt review of the incident in question will be made by the Director of Crew Scheduling or their designee upon written request from the respective National Scheduling Chair. If the gap in any recording or the content of the missing information cannot substantiate the Company's position, then the affected Flight Attendant shall receive the benefit of the doubt.
4. Upon being notified by a representative of the APFA that a recording needs to be retrieved, and the date, approximate time, and scheduler's name is provided, the Company shall forward the recording to the APFA within five (5) business days.
5. Flight Attendant phone numbers and schedule information will not be given out by Crew Scheduling unless the Flight Attendant has given specific authority to do so. However, APFA emergency numbers, as provided by the APFA for this purpose, will be made available on request.
6. When calling a Flight Attendant, Crew Scheduling employees must identify themselves by Company and department to the person answering the telephone.
7. Recordings will be reviewed when a complaint or concern is raised by either the Flight Attendant or Crew Scheduling. The Company shall retain the recordings for a period of ninety (90) days. Either party may request retention of a relevant recording associated with contractual issues relating to pay, planning, or scheduling or issues relating to the Company's policy against harassment and/or discrimination beyond the ninety (90) day period. Such recording(s) will be retained until both parties agree that the specific issue has been resolved. When an issue is identified by either party, the recording may be reviewed by a representative of both the Company and the APFA. Recordings, transcripts, copies, or information obtained from a recorded conversation may not be used in any disciplinary proceeding or process.

## **S. FLIGHT ATTENDANT POSITIONS**

Flight Attendant shall be able to bid and be awarded by position in PBS, TTS, and ETB. A Flight Attendant may not be displaced from their awarded or assigned position on their sequence regardless of how the Flight Attendant acquired the position (e.g., PBS, ETB, TTS, Reserve processing), except as provided for in International Flying, Section 14.L.1.e. and 14.L.5.b.iii. A Flight Attendant on a flight who requests a position upgrade on the TTS Unsuccessful Bidders list to another position on the same flight, will receive the position upgrade prior to a Reserve being assigned the position as specified in accordance with Paragraph F.6.

## **T. CREW SCHEDULING ERRORS – MISAWARDS**

### **1. Double Covered Positions**

#### **a. Lineholder/Reserve on a Day Off**

- i. When a Lineholder or a Reserve with a sequence on an off day is awarded/assigned a sequence from the monthly bid awards, TTS/UBL, ETB, but at check-in time is not listed in their awarded/assigned position, they may not be forced off the sequence. The Flight Attendant who was awarded/assigned the sequence first shall have priority to work the trip. The opportunity to be released as a result of Crew Scheduling error will be determined by System Seniority.
- ii. A claim for the first duty period, or first two (2) duty periods, if applicable, will apply or three (3) duty periods if the sequence checks in too late for the Lineholder to bid in that day's TTS. The affected Lineholder's pay for the remainder of the double covered sequence shall be protected if the Lineholder goes on the Unsuccessful Bidder's List to be made whole by requesting a "like" sequence(s) i.e., comparable check-in/out times, number of days, Domestic for Domestic, IPD for IPD, and NIPD for NIPD.
- iii. If a claimant flies a sequence after the pay protected duty period(s) worth more time than the originally scheduled (double-covered) sequence, they may claim the pay protected duty period(s) in addition to the sequence flown.
- iv. A Flight Attendant shall not be required to split a sequence to be pay protected.

#### **b. Reserve on a Reserve Day**

- i. If at sign-in, a Reserve on a RSV Day is taken off a sequence because of double coverage, they shall be considered "on-duty", as defined in Definitions, Section 2.
- ii. The Reserve shall be required to remain available for further scheduling purposes on that same day, unless released by Crew Scheduling. If required to remain available, the Reserve will be placed on Standby duty (not to exceed six (6) hours) for the remainder of their RAP. If the Reserve was not originally on a RAP, then the Reserve will be placed on a Standby shift not to exceed six (6) hours. However, in accepting any further sequence assignment that day, the Reserve's report time for the original sequence will be used in determining their applicable maximum duty day.
- iii. The Reserve must remain available for all calendar days of the potential misaward, including days off when applicable.
- iv. A Reserve who is assigned a different sequence(s), including any applicable Standby pay, of a lesser value shall be pay protected to the value of the double covered sequence.

- v. If a Reserve on a RSV Day is taken off a sequence because of double coverage and subsequently receives another sequence from Crew Scheduling, all applicable scheduling parameters in this Agreement shall remain intact (i.e., duty day limitations).
- vi. A Reserve shall not be required to split a sequence to be pay protected.

2. Misawards (Lineholder or a Reserve on a day(s) off or released into a day off)

- a. General - Misawards in TTS/UBL, ETB, and ROTA/D
  - i. Misawards include errors that occurred in TTS/UBL, ETB, ROTA/D, and trips removed in error by the Company through no fault of the Flight Attendant.
  - ii. To be eligible for pay protection for a misawarded sequence, even if not yet confirmed, a Flight Attendant must submit an electronic claim (e.g., Direct Connect) and include all information related to the potential misaward within ninety-six (96) hours of the misaward. A Flight Attendant who submits for pay protection after the deadline will forfeit any applicable pay protection.
  - iii. A Lineholder who chooses to fly the misawarded sequence shall be paid at the rate of one hundred and fifty percent (150%), and credited at one hundred percent (100%), if the misaward is confirmed. A Reserve on a day off who chooses to fly the misawarded sequence will be paid at the rate of 150% pay, no credit.
  - iv. The Flight Attendant with a confirmed misaward who chooses to be removed from the sequence must follow the misaward procedures in Paragraph T.2 to be pay protected.
  - v. A Flight Attendant shall follow the misaward procedures in Paragraph T.2 even if the potential misaward has not been verified to be eligible for pay protection.
  - vi. Pay protection is based on the original value of the sequence at the time of the award/assignment.
  - vii. A Flight Attendant shall not be required to split a sequence to be pay protected.
  - viii. Only one Flight Attendant will be paid for a misawarded sequence. Pay protection will be paid to the most senior Flight Attendant who files for pay protection within the time constraint of the misaward procedures (10.T.2.a.ii).
  - ix. The time constraint of the misaward process must be met to ensure pay protection. A Flight Attendant who submits for pay protection after the deadline will forfeit pay protection.
  - x. If a Flight Attendant picks up a sequence for pay protection and subsequently drops the sequence in TTS/UBL or ETB, pay protection for the misaward will be negated.
  - xi. A Flight Attendant required to bid "Like Sequences" must include all sequences with:
    - (a) Report Time: at least one (1) hour before/after the report time on the first day of the potentially misawarded sequence
    - (b) Release Time: at least one (1) hour before/after the release time of the last day of the potentially misawarded sequence

- (c) Duty: same type (Domestic for Domestic, NIPD for NIPD, IPD for IPD) from the same base/co-terminal
- (d) A Flight Attendant may opt for a greater number of days when bidding for a “like sequence”, however the comparison for pay protection is based on the original trip and the actual trip flown.
- xii. A Flight Attendant (Lineholder or a Reserve on a day(s) off or released into a day off) who receives pay protection per the misaward process will be eligible to pick up Company/open time. A Lineholder may pick up via TTS/UBL and be paid in addition to the protected sequence. A Reserve on a day(s) off may pick up on TTS/UBL and be paid in addition to the protected sequence. A Lineholder or a Reserve on a day off that is being pay protected in Section 10 may conduct ETB transactions outside the footprint of the originally scheduled pay protected sequence (sequence at the time of assignment). Any ETB sequence picked up within the footprint of the originally scheduled pay protected sequence will negate pay protection.

b. Trip Trade System (TTS) Misaward Process

- i. The Flight Attendant must submit an electronic claim (e.g., Direct Connect) within ninety-six (96) hours of the run with the potential misaward.
- ii. The Flight Attendant must bid for all “like sequences” on each calendar day(s) of the potential misaward for a minimum of three (3) TTS runs.
- iii. If unable to bid in TTS, the Flight Attendant must bid to pick up all “like sequences” from UBL on the day prior to origination and on each subsequent day using the same criteria. The bid may be removed at 1500 HBT the day prior to the final duty period.
- iv. To file for pay protection, the Flight Attendant must submit an updated electronic claim (e.g., Direct Connect) with the three (3) TTS/UBL runs and include any awarded sequence(s).

TTS Misaward Example:

FA Smith is potentially misawarded a 3-day sequence in TTS originating on June 1	
May 30	FA Smith identified the potential misaward at 0800 HBT. FA Smith will need to ballot for all 3-day “like sequences” in the May 30 TTS run for June 1 (note: must check “pass to UBL”)
May 31	If unsuccessful in TTS on May 30, ballot is passed to UBL (May 31) and must remain until 1500 HBT for a 3-day trip originating on June 1. If unsuccessful on UBL by 1500, FA Smith must update the UBL bid for all 2-day “like sequences” originating on June 2.
June 1	If unsuccessful on UBL for any 2-day sequence originating on June 2 by 1500, FA Smith must update the UBL bid for all 1-day “like sequences” originating on June 3.
June 2	If unsuccessful on UBL by 1500 on June 2, no further obligation.

A Flight Attendant may opt for a greater number of days when bidding for a “like sequence”, however the comparison for pay protection is based on the original trip and the actual trip flown.

c. Unsuccessful Bidders List (UBL) Misaward Process

- i. The Flight Attendant must submit an electronic claim (e.g., Direct Connect) within ninety-six (96) hours of the run with the potential misaward.
- ii. The Flight Attendant must remain on UBL and bid for all “like sequences” between 0400 HBT and 1500 HBT the day prior to the origination of the potential misawarded sequence and each subsequent day using the same criteria. The bid may be removed at 1500 HBT the day prior to the final duty period.
- iii. If misawarded on the UBL for the same day of origination and/or after 1500 HBT the day prior to the duty, the Flight Attendant will be pay protected for that duty period, provided they fulfill the obligation for the entire misawarded sequence.
- iv. To file for pay protection, the Flight Attendant must submit an updated electronic claim (e.g., Direct Connect) with the UBL runs balloted for and include any awarded sequence(s).

UBL Misaward Example:

FA Wilson is potentially misawarded a 3-day sequence in UBL originating on June 1	
May 31	FA Wilson identified the potential misaward at 1600 HBT and has no obligation for June 1, but FA Wilson must ballot in UBL for a 2-day “like sequences” originating on June 2
June 1	If unsuccessful on UBL for any 2-day sequence originating on June 2 by 1500, FA Wilson must update the UBL bid for all 1-day “like sequences” originating on June 3.
June 2	If unsuccessful on UBL for any 1-day sequence originating on June 3 by 1500, no further obligation.

A Flight Attendant may opt for a greater number of days when bidding for a “like sequence”, however the comparison for pay protection is based on the original trip and the actual trip flown.

d. Electronic Trade Board (ETB) Misaward Process

- i. The Flight Attendant must submit an electronic claim (e.g., Direct Connect) within ninety-six (96) hours of the run with the potential misaward.
- ii. The Lineholder must bid for all “like sequences” only in TTS/UBL immediately following the potential misaward for each calendar day of the original sequence. The Reserve on days off must bid for all “like sequences” only in ROTA or TTS/UBL immediately following the potential misaward for each calendar day of the original sequence.
- iii. The Flight Attendant must contact Crew Scheduling if their TTS MAX needs to be increased in order to bid.
- iv. To file for pay protection, the Flight Attendant must submit an updated electronic claim (e.g., Direct Connect) with the runs balloted for and include any awarded sequence(s).

- e. Reserve Open Time Assignment/Daily (ROTA/D) Misaward Process (trips originating on Reserve Days)
  - i. The Reserve must submit an electronic claim (e.g., Direct Connect) within ninety-six (96) hours of the run with the potential misaward.
  - ii. The Reserve must remain available for all calendar days of the potential misaward, including days off when applicable.
  - iii. To file for pay protection, the Reserve must submit an updated electronic claim (e.g., Direct Connect) with all awarded/assigned sequence(s) and/or days available for pay protection.
- f. Preferential Bidding System (PBS) Misaward Process refer to Paragraph 10.D.15.
- g. Crew Scheduling or Inflight Manual Trip Removal Errors - Misaward Process
  - i. Upon notification of the error by the Company or the Flight Attendant, Crew Scheduling/ Inflight will return the sequence(s) and position(s) to the Flight Attendant's line, if available from open time.
  - ii. If only one sequence was removed in error and it is no longer available in open time, the Flight Attendant will be pay protected with no obligation, if an electronic claim (e.g., Direct Connect) is filed within ninety-six (96) hours of notification of the error.
  - iii. If multiple sequences were removed in error and one or more are no longer available in open time, the Flight Attendant must bid in three (3) TTS run for all positions for each of the specific sequence(s) lost, on each of the trip origination dates lost.
    - (a) If the first sequence originates within one (1) day from removal, the Flight Attendant must bid in UBL until 1500 HBT the day prior to the origination of the lost sequence for the specific sequence lost. If that is not possible (e.g., FA unaware until ROTA runs the following day) then no obligation for the first sequence.
    - (b) The Flight Attendant must file an electronic claim (e.g., Direct Connect) within ninety-six (96) hours with the specific details including the TTS run numbers for pay protection.

### 3. Crew Scheduling Error – After Report

Once a Flight Attendant has reported for a sequence, any violation of the Scheduling, Hours of Service, Speaker, International or Reserve Sections of this Agreement shall be paid at time and a half for the entire sequence (one hundred percent (100%) pay and credit and fifty percent (50%) pay no credit). This provision shall not apply to Crew Scheduling errors in otherwise addressed in 10.T.1-2. In the event a dispute exists over whether a violation of this Agreement has occurred, the matter will be resolved through Dispute Resolution and Grievance Procedures, Section 30 and System Board of Adjustment, Section 31.

## U. SATELLITE BASE(S)

- 1. General
  - a. APFA and the Company must mutually agree to the opening of any new satellite base and to which crew base city the satellite base is linked.

- b. The Company will determine, and on a month-by-month basis, the number of trip sequences that originate from any satellite base. It is understood that the Company may determine in any particular month to offer no sequences originating from any satellite base.
- c. At any time, the Company or the APFA may unilaterally close a satellite base(s) by providing written notice to the other party. In the event a satellite base is closed, the Company will cease using the satellite base no later than two (2) months following the written notice of closure.
- d. Each satellite base will be provided one (1) Satellite Base Coordinator, and the Company will pay fifteen (15) hours flight pay and credit to the Satellite Base Coordinator.
- e. An electronic notification system shall be used to notify satellite Flight Attendants when satellite trips become available. The Satellite Base Coordinator shall assist in facilitating coverage of satellite sequences originating from the satellite base which remain open after UBL processing.

2. Eligibility for Trip Sequence Awards and Assignments
  - a. All active Flight Attendants in an active bid status who are based at the crew base city to which the satellite base is linked may bid for the trip sequences that originate from the satellite base.
  - b. Flight Attendants awarded a trip sequence originating from the satellite base shall be responsible for their own transportation to and from the satellite base without exception.
  - c. A Flight Attendant who fails to submit a bid or who fails to bid for a sufficient number of sequences shall not be assigned a satellite base trip sequence. Any trips not assigned in PBS or TTS shall not be counted towards the three percent (3%) open time limitations.
3. Lineholder Trip Sequence

All satellite base trip sequences will originate and terminate at the satellite base city with no allocated ground deadhead as either the first or last segment of the sequence.
4. Reserve Sequences

The Company will not assign a Reserve Flight Attendant to a satellite base sequence.
5. Filling of Open Time

Satellite open time will be filled in accordance with the provisions of Paragraph 10.E. An open sequence will require a deadhead (including a surface deadhead) to and from the satellite base at the beginning and end of the sequence if such open sequence is involuntarily assigned to the Flight Attendant (e.g., reserve assignment). Flight Attendants who are awarded a satellite open sequence shall be responsible for their own transportation to and from the satellite.
6. Trip Trades
  - a. Flight Attendants who are awarded trip sequences originating from the satellite base may use all the provisions of the TTS, including trades involving sequences originating from the satellite and crew base.

- b. Flight Attendants who are awarded trip sequences originating from the satellite base may trip trade with other Flight Attendants at the same crew base, including trades involving sequences originating from the satellite base.
- c. Flight Attendants who trade for or pick-up sequences originating from the satellite base shall be responsible for their own transportation to and from the satellite base.
- d. In no case will a Flight Attendant holding a trip sequence at the satellite base be permitted to drop such trips into TTS.
- e. The ETB system shall have a separate tab dedicated to Satellite base trips and Satellite base trips will only be displayed on this tab.

#### 7. Administrative Support

The Company will continue to provide administrative support (e.g., Flight Attendant company mailboxes, access to manual revisions, etc.) at the crew base only, and in no case will the Company be required to provide administrative support of any kind at a satellite base.

#### 8. Parking

For purposes of employee parking provided in Expenses, Section 4, the satellite base shall not be considered the Flight Attendant's base city. The Company will provide parking at either the crew base city, satellite base or American Airlines or its wholly owned carriers station of the Flight Attendant's choice. In no case will the Company be required to provide parking that exceeds the scope of the parking provisions contained in Expenses, Section 4.

### V. GENERAL

- 1. The seniority provisions of the agreement allow Flight Attendants to bid for trips of their choosing. The Company and APFA may mutually agree upon objective metrics to ensure Flight Attendants are not utilizing the scheduling systems to circumvent seniority. If, upon applying these objective metrics, the Company determines that seniority provisions are being used to circumvent seniority, the Flight Attendant may be restricted from utilizing TTS, UBL, and ETB. Nothing herein is intended to restrict or otherwise limit the legitimate uses of seniority.
- 2. The Company shall furnish a Flight Attendant with an electronic statement of their monthly flight time. If a discrepancy exists between the Company's records and the Flight Attendant's records, and the affected Flight Attendant desires to reconcile the discrepancy, such Flight Attendant will furnish the Company with a statement of their flight time by sequences for the bid month involved, and the Company agrees to make the necessary reconciliation.
- 3. Temporary Phone Numbers

A Flight Attendant is required to have a primary telephone contact. A Flight Attendant may have a secondary number on file with Crew Scheduling. However, in the event the Flight Attendant needs to use a temporary number, the Flight Attendant must update in the Crew Management System their new phone contact for each applicable date. Crew Scheduling will call a Flight Attendant first at the primary telephone number and then the secondary number, if supplied.

- 4. A Reserve working a trip on their day off shall be treated as a Lineholder for that trip for all purposes of this Agreement, e.g., rescheduling, illegal through no fault of their own, double covered trips.

5. In circumstances when a Flight Attendant is entitled to pay protection, such pay protection shall be inclusive of applicable premiums (i.e., Speaker, International, Lead Pay, and Galley) from the original trip, except when: 1) the payment of such premium is excluded elsewhere in the agreement; 2) pay protection is a daily credit; or 3) pay protection is for Sick, Training, Holding, Jury Duty, Bereavement, Holiday, Settling/Moving Days, Call Out Pay, and Compensation for Hotel Delays. Premium protections are applicable to PBS Primary Lineholder or the Flight Attendant holding the applicable position at the trip origination.

In the event of an equipment downgrade, a Flight Attendant released with pay protection will be provided applicable premiums as specified in Paragraph J.9. A Flight Attendant who is not released shall receive the premiums applicable to the downgraded equipment.

6. Unless otherwise required in this Agreement, the Lead Flight Attendant will be responsible for communicating with Crew Scheduling. In no event shall a Flight Attendant accept a change in itinerary from anyone other than Crew Scheduling, a Company designee, e.g., member of management, Inflight Management or the Captain. Notwithstanding the above, a customer service agent may inform the Flight Attendant of the need to contact Crew Scheduling for possible change of itinerary.
7. There shall be no charge for a Flight Attendant to access or interface with any of the various scheduling systems, e.g., ETB, PBS, TTS, Reserve information, from the Flight Attendant's own internet connection.
8. Trips Removed

A Flight Attendant who is relieved from flying duties for a paid absence including, but not limited to, vacation, sick leave, training, jury duty, union leave, displacement, bereavement, shall not assume the legality of the trip sequence(s) from which the Flight Attendant is removed.

A Flight Attendant who is relieved from flying duties for a Pay Purpose Only (PPO) line will be restricted from flying within the footprint of the sequence (report to release). A Flight Attendant removed from a Reserve Day will be restricted from flying on the Reserve Day.

9. The Company will require Flight Attendants to be trained on all aircraft included in Section 37.D.

#### **W. ELECTRONIC COMMUNICATIONS SYSTEM(S) (ECS)**

1. The Company will develop an Electronic Communication System (ECS) which will allow the Flight Attendants to initiate, receive, and respond to electronic notifications as specified in this Agreement. The intent is for ECS to be the primary means of communication between the Company and the Flight Attendant regarding the Flight Attendant's schedule. The parties agree to explore opportunities to expand electronic communication to areas beyond those specified in this Agreement and to continue to work on an ongoing basis to develop such areas.
2. The Electronic Communication System (ECS) will allow the Company to use electronic notification as specified in this Agreement.
  - a. The Company will provide a device compatible with the ECS. The device used as an Electronic Flight Bag (EFB) may fulfill this requirement. At the Flight Attendant's option the ECS may be accessed on the Flight Attendant's personal device, provided it is compatible with ECS. The Company, however, retains discretion to limit access to personal devices should privacy or security concerns be identified. The Company shall discuss and work to mitigate any such privacy and security concerns with APFA.

- b. ECS shall provide for two-way communication (receive and respond) as provided for in this Agreement.
- 3. Storage and ECS Messages
  - a. All ECS messages will be stored for no fewer than ninety (90) days and will include the date and time of each communication.
  - b. Notifications, messages, and responses/confirmations will be accessible to the Flight Attendant in the ECS for ninety (90) days. When an issue is identified by either party, including an individual Flight Attendant, the message(s) may be reviewed by a representative of the Company and the APFA Scheduling or Contract Chair or their APFA designee.
  - c. Either party may request retention of relevant ECS messages associated with contractual issues relating to pay, planning, or scheduling or issues relating to the Company's policy against harassment and/or discrimination beyond the ninety (90) day period. Such messages will be retained until both parties agree that the specific issue has been resolved.
- 4. The ECS will only be utilized where agreed upon in this Agreement and will not be used to replace positive contact and/or phone contact where required in the Agreement. Similarly, nothing in this Section will prevent the Company from using phone contact rather than ECS as needed.
- 5. The APFA and the Company shall discuss and may agree upon opportunities for electronic notification in addition to those already provided for in this Agreement.

## **SECTION 11 - HOURS OF SERVICE**

### **A. GENERAL (Domestic and International)**

1. The flight time limitations provided in this Agreement shall include all flight time on regularly scheduled sequences, extra sections, charter sequences, scenic flights, publicity flights, ferry flights, other flights where Flight Attendants perform regular flight duties, sequence hour credit, daily duty credit, minimum duty credit, report no-fly credit, and deadheading in accordance with the deadhead provisions as set forth in this Agreement.
2. Actual block-to-block time or scheduled time on a leg-by-leg basis, whichever is greater, shall be used in computing all flight time for pay purposes.

### **B. CUMULATIVE DUTY LIMITATIONS (Domestic and International)**

1. A Reserve Flight Attendant may be scheduled to fly up to thirty-five (35) block hours in any seven (7) consecutive days. Further, in actual operations, a Reserve will complete their sequence combination even if the scheduled duty limitations are exceeded so long as no applicable Flight Attendant specific FAR is violated.
2. A Lineholder in PBS or TTS may be scheduled to fly up to thirty (30) block hours in any seven (7) consecutive days. However, in actual operations a Lineholder will complete their sequence combination unless the duty limitation exceeds thirty-five (35) block hours.
3. A Flight Attendant at their option may waive the limitations in Paragraphs B.1 and B.3. Once waived, a Flight Attendant will complete their trip combination so long as no applicable FAR is violated. Once the waiver is exercised, the waiver will be applied for the remainder of the month.
4. Domestic and International deadhead time will not count toward the thirty (30) / thirty-five (35) hours in seven (7) days limitation in scheduled and actual operations.
5. ETB/TTS/UBL time will not count toward the thirty-five (35) hours in seven (7) days limitation for a Reserve Flight Attendant. Any time picked up through ETB will not count towards thirty (30) hours in seven (7) days for Lineholders.

### **C. 24:00 HOURS OFF IN 7 DAYS (Domestic and International)**

1. A Flight Attendant cannot fly more than six (6) consecutive days unless the six (6) consecutive day period either contains or is followed by a consecutive twenty-four (24) hour period free from all duty. Such twenty-four (24) hours shall be actual hours, shall be calculated from the time of release to report and will occur during a layover, if applicable, or at the Flight Attendant's crew base.
2. As an exception to Paragraph C.1, the established PBS default for the consideration of required rest in seven (7) days shall require that FAR rest occur while in the Flight Attendant's crew base.

### **D. DUTY PERIOD MINIMUM AND DUTY RIG (Domestic and International)**

1. Minimum Guarantee

A Flight Attendant who flies and completes a sequence, or a sequence including deadheading in accordance with the provisions of Paragraph A.1 shall receive the greatest of the following:

- a. Flight time pay and flight time credit scheduled or actual on a leg-by-leg basis.
- b. Minimum of five (5) hours flight time pay and flight time credit multiplied by the number of duty periods within a sequence provided however, any sequence that contains more than one (1) duty period will be credited with a minimum of three (3) hours flight time pay and flight time credit for each duty period.
- c. Scheduled or actual On-Duty Time, whichever is greater, as provided in Paragraph D.5.
- d. Scheduled or actual Trip Rig, whichever is greater, as provided in Paragraph D.4.

2. Definition of Completed Trip

- a. Landing at an airport other than the airport or co-terminal of original departure, or;
- b. If the aircraft returns to the gate at the airport or co-terminal of original departure after takeoff for any reason, applicable on duty time will be as provided as described in Paragraph D.1.

3. Call Out

- a. A Flight Attendant who reports to the airport for a specific flight assignment but who does no flying shall, if applicable, be eligible for Holding Time/Ground Time, as provided in Compensation, Section 3.E, and shall receive the greater of:
  - i. Trip Sequence Origination
    - (a) flight time pay for On-Duty Time as provided in Paragraph D.5, from the time the Flight Attendant reports for the specific flight assignment continuing until the Flight Attendant is released to begin their legal rest period, or
    - (b) three (3) hours flight time pay.
  - ii. Mid-Sequence
    - (a) flight time pay and flight time credit for On-Duty Time as provided in Paragraph D.5, or, if greater, flight time pay and flight time credit for Time Away from Base, calculated in accordance with the provisions of Paragraph D.4, from the time the Flight Attendant reports for the specific flight assignment continuing until the Flight Attendant is released to begin their legal rest period, or;
    - (b) three (3) hours flight time pay and credit.

- b. This provision shall not apply to a Flight Attendant who does not fly due to their own incapacity for flight.
- c. This provision shall not apply to a Flight Attendant who is displaced by a supervisor, instructor, or other authorized personnel.

4. Trip Rig (1 for 3.50)

For each sequence as defined in Definitions, Section 2, a Flight Attendant on a sequence shall be paid and credited with one (1) hour for each three (3) hours and thirty (30) minutes prorated. When the actual flight time is less than the time so credited, the difference between the flight time and the one (1) hour for three (3) hours and thirty (30) minutes prorated shall be computed as a continuation of the last leg of the return sequence to the Flight Attendant's crew base.

5. Duty Rig (1 for 2)

A Flight Attendant shall receive a minimum of one (1) hour of pay and credit for every two (2) hours of actual on-duty time prorated on a minute-by-minute basis of actual on-duty time.

6. Sit Rig (1 for 2) for Sit Times Over Two (2) Hours and Thirty (30) Minutes

Duty periods with actual sit times greater than two (2) hours and thirty (30) minutes shall receive one (1) minute of pay for every two (2) minutes of sit time in excess of two (2) hours and thirty (30) minutes. This provision applies to each actual sit-time during a sequence above the first two (2) hours and thirty (30) minutes. The time is not credited and will be paid in addition to any other pay earned for the sequence. This provision shall not apply to ODAN's as provided for in Paragraph L.

7. Sequence rig, duty rig and minimum duty credit shall be paid and credited in the month during which such claim is earned. However, when a change in a contractual month occurs during a sequence, pay and credit for the time flown before midnight, based on local time at the last point of departure, shall be paid and credited to the month in which the Flight Attendant originated the flight, and any pay and credit extending past midnight and all expense pay will be carried over to the next month. However, when the last flight in the sequence physically terminates at Flight Attendant's base prior to 2400, including debrief, but has associated pay and credit that extends past midnight the last day of the month, the expense pay only will be paid in the sequence's originating month.

Example 1:

A LAX-based Flight Attendant is scheduled for a trip sequence that is scheduled to terminate at home base at 2359 on the last day of the contractual month of July. The duty period flight pay is 6:04 hours and minutes. Although the flight actually terminates prior to midnight at home base, the time zone of the last point of departure is used to determine the total time which extends beyond midnight. For this example, to calculate the total hours/minutes of the sequence which carries into the next month, take the departure time at the last point of departure (2055), and add the flight time (6:04). This results in 2:59 of the total sequence value being applied to the month of August. Since the sequence termination, including the fifteen (15) minute debrief, does not terminate until August, all of the 25:44 hours and minutes per diem expenses are paid in August.

SEQ	5432	BASE	LAX	DOM	320							
DT	EQ	FLT	STA	DEP	M	STA	ARR	AC	FLY	GTR	GRD	ACT
SKD	30	80	30	LAX	2330	JFK	0759		5.29			
D/P	SKD	5.29				P/C	0.00	TL	5.29			
SKD	ONDUTY	6.44	ODL	11.41								
SKD	31	80	185	JFK	2055	LAX	2359		6.04			
D/P	SKD	6.04				P/C	0.00	TL	6.04			
SKD	ONDUTY	7.19										
SEQ	SKD	11.33				P/C	0.00	TL	11.33	TAFB	25.44	

Example 2:

A MIA-based Flight Attendant flies a turnaround that is scheduled to depart at 1830 and terminate at 2140 on the last day of the month. The flight time on the first segment is 1:10, and the second segment is 1:05. Since the minimum value of a one (1) day sequence is five (5) hours, and the total flying on this sequence is 2:15, minimum guarantee due on this sequence is an additional 2:45. The 2:45 is considered an extension of the last flight leg. To calculate

the total hours/minutes which will be paid in the next month, take the departure time at the last point of departure (2035), add the flight time (1:05) and add the guarantee time (2:45). This results in twenty-five (25) minutes of the total sequence value being applied to the next month. Since the sequence actually terminates prior to midnight at home base, the per diem expenses are paid in the current month.

SEQ 4321

BASE MIA

DOM 757

DT EQ	FLT	STA	DEP	M	STA	ARR	AC	FLY
SKD	31	BA	2487	MIA	1830	MCO	1940	1.10
SKD	31	BA	2487	MCO	2035	MIA	2140	1.05
D/P	SKD	2.15		P/C	2.45G	TL	5.00	
	SKD	ONDUTY	4.25					
SEQ	SKD	2.15		P/C	2.45	TL	5.00	TAFB
								4.25

#### E. DOMESTIC DUTY LIMITATIONS (Monthly Sequence Construction Only)

Report Time (Home Base)	Maximum Scheduled Duty Period (Hours) Based on Number of Flight Segments						
	1	2	3	4	5	6	7+
0000-0359	9:15	9:15	9:15	9:15	9:15	9:15	9:15
0400-0459	10:15	10:15	10:15	10:15	9:15	9:15	9:15
0500-0559	12:15	12:15	12:15	12:15	11:45	11:15	10:45
0600-0659	13:15	13:15	12:15	12:15	11:45	11:15	10:45
0700-1259	13:15	13:15	13:15	13:15	12:45	12:15	11:45
1300-1659	12:15	12:15	12:15	12:15	11:45	11:15	10:45
1700-2159	12:15	12:15	11:15	11:15	10:15	9:15	9:15
2200-2259	11:15	11:15	10:15	10:15	9:15	9:15	9:15
2300-2359	10:15	10:15	10:15	9:15	9:15	9:15	9:15
NOTE: The above chart is limited to eight (8) hours and fifty-nine (59) minutes block. However, a duty period may exceed in both duty and block time provided the sequence is limited to one (1) duty period and to no more than two (2) live segments. The scheduled on-duty maximum for such sequence shall be fourteen (14) hours and fifteen (15) hours in actual operations.							
A Flight Attendant scheduled for a duty period with greater than eight (8) hours and fifty-nine (59) minutes block shall receive a minimum of eleven (11) hours of home base rest following the duty period. Such Home Base Rest may be waived by the Flight Attendant per Paragraph I.							
Domestic sequences constructed after the monthly allocation process but in time to process in TTS will comply with the domestic duty limitations defined in the above chart.							

## F. DOMESTIC ON-DUTY LIMITATIONS (Actual Operations)

### 1. Actual Operations On-Duty Limitations

A Flight Attendant will not be required to remain on duty in excess of the duty limitations detailed in the chart below:

Report Time	Re-scheduled / On-Duty Max	Operational On-Duty Max
0500-1659	13:15 hours	15:00 hours
1700-2259	12:15 hours	13:00 hours
2300-0459	11:15 hours	12:00 hours

NOTE: On a block-to-block basis, if the duty period has a break of at least five (5) hours or twice the number of block hours preceding the break, whichever is greater, then the thirteen (13) hours and fifteen (15) minutes "rescheduled on-duty maximum" applies.

Domestic sequences constructed after TTS is processed will comply with the on-duty limitations defined in the above chart.

A Flight Attendant will not be scheduled/rescheduled for more than eight (8) hours and fifty-nine (59) minutes block time.

### 2. The determination of on duty periods shall be based on home base time (HBT).

## G. STANDBY RESERVE DUTY LIMITATIONS

A Standby Reserve who is assigned a sequence will be subject to the duty period maximums in accordance with Paragraph F. The applicable duty period maximum for the assigned sequence will be based on the Reserve's Standby report time in Column 1 of the Domestic Duty Chart in Paragraph F. The total duty period, including the time from report for the Standby Reserve until the conclusion of the sequence's duty period, must not exceed the scheduled maximum duty time specified in Column 2 (Rescheduled/On-Duty Max) of the Domestic Duty Chart in Paragraph F. In actual operations, a Standby Reserve will be subject to the operational on-duty max in Column 3 of the Domestic Duty Limitations chart in Paragraph F.

Example:

A Reserve reports for Standby duty at 0500. During the Standby Reserve duty, the Reserve is assigned a sequence, commencing at 0730 and releasing at 1500. The Reserve will be legal for such sequence assignment. The Reserve's duty day starts at the commencement of the Standby shift at 0500 and the release time for the assigned sequence is 1500, resulting in a 10 (ten) hour duty day. The maximum duty day for the standby commencing at 0500 per the Domestic Duty Chart in Paragraph F is 13:15 hours (report between 0500-1659).

## H. MINIMUM DAYS OFF

### 1. Relief from all duty for a Lineholder of not less than eleven (11) calendar days shall be provided in the Flight Attendant's crew base during each contractual month. Such provision may be waived by the Flight Attendant in PBS, TTS and ETB.

2. As an exception to the eleven (11) calendar days, a Lineholder with vacation of seven (7) or more days or available for less than a full contractual month will have the eleven (11) days prorated in accordance with the chart below:

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

**I. DOMESTIC HOME BASE REST**

A Flight Attendant shall be scheduled for no less than eleven (11) hours rest (calculated from release from duty to report for duty) at the Flight Attendant's home crew base, which in actual operations, at their option, may be reduced to ten (10) hours, subject to the applicable FARs.

**J. DOMESTIC MINIMUM LAYOVER REST**

1. A Flight Attendant shall be scheduled for no less than ten (10) hours of rest (calculated from release from duty to report for duty) while on a layover which, may not be reduced. In actual operations, eight (8) hours "behind the door" minimum rest is required. If the minimum rest of eight (8) hours behind the door cannot be met in the actual operation of a trip sequence, the crew upon reaching the layover hotel should contact Crew Scheduling directly to reschedule the crew.
2. When a Flight Attendant does not receive their minimum overnight rest period (ten (10) hours), the Flight Attendant shall be considered on duty with all Duty Rigs and premiums applicable to continue on the sequence. A Flight Attendant who feels they cannot continue on the sequence shall be relieved at the earliest possible time without causing a delay and may claim sick time for the remainder of their sequence. It is also understood that a Flight Attendant who elects to be relieved in accordance with the above will not have that sick call recorded in the Flight Attendant's sick time totals.

**K. DOMESTIC FLIGHT SEGMENT LIMITS AND PATTERNS SCHEDULED WITHIN A SEQUENCE**

1. If a duty period is scheduled to touch 0100 through 0101 Home Base Time such sequence is classified as a Red-Eye sequence.
2. A Red-Eye duty period shall have no more than two (2) scheduled flight segments and no more than one (1) scheduled aircraft connection. Such connection limitation is not applicable in actual operations.
3. Sequences may be constructed with more than one (1) duty period beginning within the same day.

4. Sequences shall be constructed so that if a Flight Attendant operates or deadheads on a flight segment that touches 0300 HBT, the Flight Attendant shall be released for legal rest at the termination of such flight segment. This paragraph shall not restrict a Flight Attendant from one (1) additional landing or a deadhead to crew base on account of an operational diversion provided that the Flight Attendant does not exceed the maximum duty time as provided in Paragraph F.
5. All Domestic sequences shall be constructed so as not to exceed four (4) duty periods with duty over four (4) days and shall begin and end in a Flight Attendant's crew base, co-terminal or satellite unless otherwise provided for in this Agreement.
6. The number of sequences which contain Domestic or NIPD flying and consist of four (4) days duration shall be limited to a maximum of thirty percent (30%) of the total number of sequences which contain Domestic or NIPD flying within a crew base. Exceptions to this thirty percent (30%) limitation are four (4) day sequences which contain IPD segments.

#### **L. ON-DUTY ALL-NIGHTER DUTY PERIODS (ODAN) – (Domestic and International)**

As an exception to Paragraphs E and F, ODAN sequences consist of a single, stand-alone duty period which shall not be incorporated with any other duty period. An ODAN sequence includes all of the on-duty hours between 0100 and 0500 HBT.

The Company may schedule ODAN duty periods subject to the following restrictions:

1. The ODAN duty period shall be scheduled for a maximum of fourteen (14) hours of duty however, the Flight Attendant may be required to remain on duty up to fifteen (15) hours to complete an ODAN sequence; and,
2. The ODAN duty period shall contain no more than two (2) segments; and,
3. Each segment in the ODAN duty period shall contain no more than two (2) hours and thirty (30) minutes of block time; and,
4. The Flight Attendant shall be scheduled for a break between segments of no less than five (5) hours pure rest, which is six (6) hours and fifteen (15) minutes block-to-block rest on Domestic ODAN sequences and six (6) hours and thirty (30) minutes block-to-block rest on NIPD ODAN sequences. Additionally, the Flight Attendant shall be scheduled for a break between segments of no more than nine hours and fifty-nine minutes (9:59) pure rest which is eleven hours and fourteen minutes (11:14) block-to-block rest on Domestic ODAN sequence and eleven hours and twenty-nine minutes (11:29) block-to-block on NIPD ODAN sequences.
5. A Flight Attendant on an ODAN sequence may be rescheduled to fly or deadhead on one (1) additional segment either prior to or following the break as described in Paragraph K.4.
6. Notwithstanding Crew Accommodations, Section 6.B.2, on an ODAN with a segment scheduled with more than two (2) hours of block time, an airport hotel shall be used if one exists.

#### **M. DOMESTIC ON-BOARD REQUIREMENTS**

1. On Domestic departure on a narrowbody aircraft of less than one hundred and sixty-one (161) passenger seats, a Flight Attendant will be required to be on board the aircraft ready to receive passengers thirty (30) minutes prior to scheduled departure.
  - a. The Company may increase the above time to a maximum of thirty-five (35) minutes

provided the Company provides sixty (60) days' notice to APFA and Flight Attendants.

- b. Once increased, the Company may subsequently decrease the on-board requirement to a minimum of thirty (30) minutes. The Company must provide sixty (60) days' notice to APFA and Flight Attendants.
2. On a Domestic departure on an aircraft of one hundred and sixty-one (161) or more passenger seats, a Flight Attendant will be required to be on board the aircraft ready to receive passengers thirty-five (35) minutes prior to scheduled departure.
  - a. The Company may increase the above time to a maximum of forty (40) minutes provided the Company provides sixty (60) days' notice to APFA and Flight Attendants.
  - b. Once increased, the Company may subsequently decrease the on-board requirement to a minimum of thirty-five (35) minutes. The Company must provide sixty (60) days' notice to APFA and Flight Attendants.
3. On a Domestic departure on a widebody aircraft, a Flight Attendant will be required to be on board the aircraft ready to receive passengers thirty-five (35) minutes prior to scheduled departure.
  - a. The Company may increase the above time to a maximum of forty-five (45) minutes provided the Company provides sixty (60) days' notice to APFA and Flight Attendants.
  - b. Once increased, the Company may subsequently decrease the on-board requirement to a minimum of thirty-five (35) minutes. The Company must provide sixty (60) days' notice to APFA and Flight Attendants.
4. The Company will publish and maintain any changes to on-board requirements as specified above in a location readily accessible to flight attendants, such as the monthly bid sheet.

#### **N. DOMESTIC REPORT AND RELEASE TIMES**

1. A duty period shall begin at report time. Report times shall be as follows:
2. One (1) hour prior to the originally scheduled departure or actual report time, whichever is later, at crew base; and
3. One (1) hour prior to the originally scheduled departure or actual report time, whichever is later, at a layover.
4. The duty period shall begin at report time, as defined in Paragraphs N.1-3, and end at release time. Release time shall be fifteen (15) minutes after the aircraft blocks-in at the gate or the originally scheduled block-in, whichever is later.

#### **O. VOLUNTARY WAIVER OF FLIGHT DUTY LIMITATIONS**

1. A Flight Attendant shall not be required to remain on duty beyond the maximum flight duty limits as specified in Paragraph F. If the combination of a delayed departure time and the scheduled flight time(s) projects the Flight Attendant's duty to exceed the maximum duty limitations specified in this Agreement, Crew Scheduling may electronically offer, and a Flight Attendant who voluntarily agrees electronically to work past the maximum duty limitations may be required to work up to a maximum of four (4) hours and shall receive pay as described below. The Company will electronically offer VE to each crewmember and each crewmember will respond with accept or reject. The Lead/Number 1 Flight Attendant will be the contact to follow up on the responses regarding the offer to extend. Any crewmember(s) who wish to extend

may call Crew Scheduling to request initiation of the process if the maximum duty limitation is expected to be exceeded. Once the Flight Attendant has agreed to extend up to four (4) hours, such agreement may not be rescinded.

- a. A Flight Attendant who voluntarily agrees to remain on duty shall receive pay for the duty period at a rate of two hundred percent (200%) and credit at one hundred percent (100%) for remaining on duty up to three (3) hours. If the Flight Attendant remains on duty in excess of three (3) hours up to a maximum of four (4) hours, the Flight Attendant shall receive pay for the duty period at the rate of three hundred percent (300%) and credit at one hundred percent (100%), instead of two hundred percent (200%) and credit at one hundred percent (100%). The flight can operate with FAR required minimum crew if some of the crew choose not to fly.
- b. Once the Flight Attendant has agreed to the four (4) hour extension, the Flight Attendant will receive the pay as specified in Paragraph 1.a, even if the duty limitations are not exceeded.

2. If a Flight Attendant on a double up sequence is offered and agrees to exceed the maximum flight duty limitations as specified in Paragraph 11.F, the calculation for additional pay shall start at the report time of the first sequence and end fifteen (15) minutes after the actual block in time of the second sequence within the double up.
3. In such circumstances, the rest provisions contained in Paragraphs I and J, will apply at the end of the extended duty period.
4. It is understood that it is each individual Flight Attendant's decision whether to waive the duty time limitations. The failure to agree to waive duty time limitations shall not affect any pay protections otherwise provided for in this Agreement.
5. An electronic method will be provided for processing the voluntary extension of the duty period contained in Paragraph 1.

#### **P. CONSOLIDATION OF ALL-NIGHTERS RESULTING IN FLAGSTOP(S)**

The crew scheduled to fly the all-nighter trip which has been canceled and consolidated into another all-nighter because of operational necessity shall receive pay and credit for the published value of the canceled trip.

#### **Q. INCORPORATION OF FLAGSTOP(S) INTO ALL-NIGHTERS**

As an exception to Paragraph L.5, the crew flying an all-nighter trip into which one (1) or more flagstops have been incorporated because of operational necessity shall receive pay and credit for the published value of the original sequence or for the actual value of the sequence as flown, whichever is greater, plus a total of five (5) hours pay and credit for the resulting flagstop(s).

## **SECTION 12 - RESERVE DUTY**

### **A. RESERVE LINES**

1. Flight Attendants will use PBS to bid for either a regular line of flying or a Reserve line of flying. Reserve lines will reflect reserve (RSV) duty days and days off ("Golden Days" and "Flex Days"). A Reserve's RSV duty day will begin at 0000 Home Base Time and end at 2359 Home Base Time (HBT), subject to the Reserve Availability Periods (RAPs) specified in Paragraph G. Flight Attendants holding a Reserve line will be Reserve Flight Attendants ("Reserve(s)"). There will be Reserve line(s) that contain Golden Day(s) on holidays and weekends in each base.
2. The Company agrees to consult with and consider recommendations from the National Scheduling Chair regarding Reserve issues.
3. Reserve Rotation

The number of Flight Attendants required to serve reserve is dependent upon the needs of the service, as determined by the Company.

- a. Flight Attendants hired before the date of ratification will sit rotating Reserve in accordance with the following provisions:
  - i. If needed as a Reserve, for the first twelve (12) months after initial training, a Flight Attendant shall be on straight Reserve;
  - ii. If needed as a Reserve, once having completed a full year of Reserve duty, a Flight Attendant will serve Reserve on a one (1) month on/ one (1) month off Reserve rotation for a period of three (3) years;
  - iii. If needed as a Reserve after four (4) years, the Flight Attendant will serve Reserve duty on a one (1) month on/ three (3) months off rotation;
  - iv. If additional Flight Attendants are required to stand Reserve duty in a particular month, they will be selected in reverse order of seniority. Their Reserve duty will not exceed their applicable rotation.
- b. Flight Attendants hired on or after the date of ratification and the subsequent date of implementation as established in the Implementation Letter of Agreement will sit rotating Reserve in accordance with the following provisions:
  - i. If needed as a reserve, for the first two (2) years after initial training, a Flight Attendant shall be on straight Reserve;
  - ii. If needed as a Reserve, once having completed two (2) full years of Reserve duty, a Flight Attendant will serve Reserve on a one (1) month on/ one (1) month off Reserve rotation for a period of three (3) years;
  - iii. If needed as a Reserve following b.ii, above, a Flight Attendant will serve Reserve duty on a one (1) month on/three (3) months off rotation;
  - iv. If additional Flight Attendants are required to stand Reserve duty in a particular month, they will be selected in reverse order of seniority. Their Reserve duty will not exceed their applicable rotation.

c. Senior Bump

Seniority permitting, a Flight Attendant who is not designated as Reserve may change their assigned reserve month by bidding "Reserve" in a month that they would not be on the assigned reserve list. Such election must be made prior to the opening of the PBS process and will result in a reserve line of flying. The Flight Attendant will not be eligible for a regular line of flying. When a Flight Attendant bids onto reserve out of regular rotation, it changes their future reserve cycle with one exception: A Flight Attendant who is on reserve by their own choosing during the same month they are on more than three (3) days approved vacation in a month or Voluntary Leave of Absence (VLOA) have not fulfilled their reserve obligation.

- i. When a Flight Attendant desires to initiate "Senior Bump", they must indicate such preference.
- ii. Flight Attendant who is designated as Reserve but desire to be bumped off should bid a regular trip selection(s) and/or reserve selection(s). The Flight Attendant's desire will be honored only if their seniority who has not already bumped a more senior Flight Attendant off reserve.
- iii. Should the number of Flight Attendants desiring to bump onto reserve exceed the number of Flight Attendants desiring to bump off reserve, the junior Flight Attendant(s) may be displaced from the planned reserve list.
- iv. Flight Attendant(s) who are bumped off or are displaced from the planned reserve list will be considered available for the next month's reserve rotation.

d. Transfer: Effect on Rotation

If a Flight Attendant transfers to a base where their seniority places them in the reserve duty group, the Flight Attendant will be scheduled on reserve the first full scheduling month that they are at the new base. Such assignment shall be irrespective of previous service as a reserve at the former base. The Company and the APFA will explore options for staggering reserve rotations for new hires and recalls.

- e. The Company agrees to meet upon request with APFA to discuss possible methods to reduce Reserve seniority levels in high seniority bases.

4. Vacation/VLOA/LOA: Effect on Reserve Rotation

- a. A Flight Attendant who is granted a vacation or an approved paid leave of absence for part or all of the month during which they would normally be scheduled for active reserve duty will be considered as fulfilling their obligation for an entire month's service as an active reserve and will maintain their normal position in rotation. Notwithstanding the exception in Paragraph 12.A.3.c, the above shall not apply to a Flight Attendant who bids reserve out of their regular rotation.
- b. No Reserve will be granted a Voluntary Leave of Absence (VLOA), until all leaves have been granted to Flight Attendants with monthly flying assignments. Once these leaves have been granted and there is still an overage, a Reserve may be granted a leave. Any Reserve granted a VLOA will not receive Reserve credit for that bid period.

## B. SCHEDULED DAYS FREE OF DUTY

1. A Reserve will be provided scheduled days free of duty as provided for in Scheduling, Section 10. Reserve day off patterns shall conform to the patterns established in Scheduling, Section 10.D.16.
2. **Golden Days**
  - a. A Reserve may not be assigned flight duty on a Golden Day unless they consent to such assignment.
  - b. A Reserve may bid for and be awarded a sequence in ROTA/D that originates on a RSV day and is scheduled to return to the Reserve's crew base on a Golden Day. Any pay hours for such sequence will be paid as pay and credit. The Reserve shall be deemed to have waived such portion of their Golden Day and there shall be no reinstatement of such day.
    - i. **Future (ROTA):** A Reserve may elect to work into a Golden Day(s) and the Reserve shall make such choice known to Future Crew Scheduling prior to 1500 HBT, concurrent with the beginning of Future Reserve processing. Such election may not be revoked during Future Reserve processing. If not awarded a sequence in Future Processing, the Reserve may, at their option, revoke their election and have their Golden Day(s) reinstated.
    - ii. **Daily (ROTD):** A Reserve may elect to work into a Golden Day(s) and the Reserve shall make such choice known to Daily Crew Scheduling. If contacted for sequence assignment, the Reserve must accept such sequence assignment, provided they are legal to operate the sequence. Such Reserve may opt to reconsider and protect their day(s) off, as long as they remove their bid from ROTD prior to being contacted for a Daily sequence assignment.
  - c. **Bidding in TTS/UBL on Days Off**

A Reserve may bid for a sequence in TTS/UBL that originates on their Golden Day and terminates on a day off. Any pay hours on their day off starting at 0000 of their day off shall be paid as pay, no credit. The Reserve shall be deemed to have waived such portion of their Golden Day and there shall be no reinstatement of such day.
3. **Flex Days**
  - a. A Reserve may be assigned flight duty into a Flex Day(s) in accordance with the language specified in Paragraphs J and K, and the assignment language in Paragraph O. Once an assignment is made on a Flex Day(s), a new day off will be scheduled in accordance with Paragraph D, and the pay associated with the Flex Day(s) shall be paid as pay and credit. A Reserve may, at their option, give up the Flex Day(s) without reinstatement.
  - b. A Reserve who voluntarily picks up a sequence(s) on their Flex Day(s) shall be deemed to have waived such Flex Day(s) in accordance with Paragraph B.3.a, and there shall be no

reinstatement.

- c. Other than as specified in Paragraph B.3.a, a Flex Day may not be moved by the Company without the consent of the Reserve.

4. A Reserve may bid for and be awarded a sequence in ROTA/D that originates on a RSV day and is scheduled to return to the Reserve's base during any portion of their Flex Day. Any pay hours for such sequence will be paid as pay and credit.

- a. Future (ROTA): A Reserve may elect to work into a Flex Day(s) and the Reserve shall make such choice known to Future Crew Scheduling prior to 1500 HBT, concurrent with the beginning of Future Reserve processing. Such election may not be revoked during Future Reserve processing. If not awarded a sequence in Future Processing, the Reserve may, at their option, revoke their election and have their Flex Day(s) reinstated.
- b. Daily (ROTD): A Reserve may elect to work into a Flex Day(s) and the Reserve shall make such choice known to Daily Crew Scheduling. If contacted for sequence assignment, the Reserve must accept such sequence assignment, provided they are legal to operate the sequence. Such Reserve may opt to reconsider and protect their day(s) off, as long as they remove their bid from ROTD prior to being contacted for a Daily sequence assignment.
- c. Bidding in TTS/UBL on Days Off

A Reserve may bid for a sequence in TTS/UBL that originates on their Flex Day and terminates on a day off. Any pay hours on their day off, starting at 0000 of the Reserve's day off, shall be paid as pay no credit. The Reserve shall be deemed to have waived such portion of their Flex Day and there shall be no reinstatement of such day.

- d. If actual operations cause a Reserve's duty period to be extended into their Flex Day(s), any pay hours on or after 0000 of the Reserve's Flex Day shall be paid at pay no credit. If actual operations cause a Reserve's duty period to be extended for one (1) hour or less into the Reserve's Flex Day such day will not be restored. In addition, if actual operations cause a Reserve's duty period to be extended for more than one (1) hour into the Reserve's Flex Day(s), the options specified in Paragraph D, shall apply. The Reserve will be released from all duty for the remainder of the day they return to base.
- e. Pay and Credit vs. Pay, No Credit on Reserve Days Off

<b>PAY &amp; CREDIT</b> (Pay toward guarantee & hours count toward RSV monthly max*) <b>vs.</b> <b>PAY, NO CREDIT</b> (Pay above guarantee, hours do not count toward RSV monthly max)			
<b>Sequence</b>	<b>Sequence Origination</b>	<b>Sequence Termination</b>	<b>Pay &amp; Credit or Pay, No Credit</b>
Actual Ops worked into FD/GD	RSV Day	FD/GD	Beginning on FD/GD at 0000 Pay, No Credit
ETB/TTS/UBL Pick-Up	FD/GD	FD/GD	Pay, No Credit
ROTA/D "Award into FD/GD"	RSV Day	FD/GD	Pay & Credit
ROTA/D Assignment/Award	RSV Day	RSV Day	Pay & Credit
ROTA/D Assignment into FD	RSV Day	FD	Pay & Credit

\*Aggressive hours above 40 hours (K.4.b) do not count toward calling out of time.

5. A Reserve may not be assigned training on a Flex or Golden Day unless they consent to such assignment.

### **C. TRADING DAYS OFF**

1. Trading Days Off with other Flight Attendants
  - a. Reserves shall be allowed to trade days off utilizing ETB or another electronic system. Patterns of days off traded must conform to the patterns established in Scheduling, Section 10.D.16.
  - b. As a result of a trade, if one or more Golden Day(s) is placed in front of a Flex Day(s), such Golden Day(s) will be converted to a Flex Day(s) and the original Flex Day will be converted to a Golden Day. If the swap would result in a Reserve having more than the number of Golden Day(s) off as provided for in Scheduling, Section 10.D.16.b, one of the Reserve's Golden Day(s) will be converted to a Flex Day.
  - c. Reserves may trade days off concurrent with the electronic system bid timeline on a daily basis.
  - d. Trades must occur within the same bid month.
2. Trading Days Off with the Company
  - a. A Reserve may request to trade their days off with the Company, which may include one (1) or more days off. All such requests will be subject to Company approval.
  - b. Reserve Flight Attendants' requests for trades of days off will be awarded from among those Flight Attendants having requests on file at the specific time such requests are to be processed each day. For the purposes of awarding a day off trade request, all Flight Attendants serving Reserve at the base will be combined into a single seniority list according to the day(s) approved for trade, and requests will be awarded in seniority order.
  - c. A Reserve Flight Attendant requesting to trade their day(s) off must submit a ballot to the Company beginning on the 24<sup>th</sup> of the month prior, no later than 1200 HBT at least two (2) days prior to the first day requested to be traded. Such ballot must be processed (starting on the 25<sup>th</sup> of the month), in seniority order, and will be awarded by no later than 1200 HBT the day after it was submitted. Ballots will remain active until the Reserve Flight Attendant removes their ballot, prior to being processed, or it has been approved. This process is an automated process, and the timelines can be adjusted by mutual agreement of APFA and the Company.
  - d. Reserve Flight Attendant's desiring to trade days off with the Company will be held to the same parameters of C.1.a-b and d.

### **D. RESCHEDULING OF FLEX AND GOLDEN DAYS**

1. In the event a Reserve has been assigned on a Flex Day as specified in Paragraph B.3.a, or the Reserve has worked into a Golden Day or Flex Day because of actual operations as specified in Paragraphs B.2.d and B.4.d, the Reserve and the Company shall mutually agree to the reinstatement of a Golden Day on a different day in that bid period. If the Reserve and the Company do not mutually agree, the day(s) off shall be placed at the end of the Reserve's current block of Reserve days off.
2. The Reserve will be required to contact Crew Scheduling for the reinstatement of their Golden

Day within forty-eight (48) hours of the assignment into such Flex or Golden Day to mutually agree upon an alternative day.

3. If the Reserve fails to call within forty-eight (48) hours of the assignment into such Flex or Golden Day, or the Reserve has no more days of availability in the bid period to be converted into a Golden Day, they shall receive pay no credit equal to the value of a Reserve day, i.e., minimum reserve guarantee divided by the number of originally scheduled days in that line that are not Golden or Flex Days, in lieu of the day(s) off.

If the Reserve has no more days of availability in the bid period to be converted to Golden Days, the Reserve may not be utilized on the Flex Day unless they consent to such assignment in which case the pay protections specified in this Paragraph D, shall apply.

#### **E. RESERVE CREW BASE REST**

1. Following any Reserve sequence, a Reserve shall be provided no less than twelve (12) hours rest (calculated from release from duty to report for duty) at the Reserve's home crew base which is reducible at their option as specified in Scheduling, Section 10.
2. Unless notified of an assignment for the current reserve duty day in accordance with Paragraph O upon check-out from a Reserve's sequence, or upon completion of a Standby assignment at their home or Temporary Duty Assignment (TDY) crew base, they shall be considered released from Reserve duty to begin their legal crew base rest period.
3. A Reserve will not be required to be available for contact by Crew Scheduling during their crew base rest as specified in Hours of Service, Section 11.
4. Upon release into such uninterrupted rest period at a home or TDY crew base, a Reserve; will not be called by Crew Scheduling for the first eight (8) and thirty (30) minutes, unless there is an operational need to notify the Flight Attendant of a schedule change to their next flying assignment. In such event, the Flight Attendant will not be obligated to answer such call. A Reserve will be required to check the Crew Management System to review and acknowledge any assignment concurrent with the commencement of a RAP or Standby assignment.
5. After the Reserve has completed their rest, they will be placed on a full RAP shift. If a Reserve has not completed their rest prior to the start time of their scheduled full RAP the Reserve will be available to begin the RAP one (1) minute after completion of the rest and the end time will remain the same as the originally published RAP, unless the Reserve requests to be placed on the next full RAP.

Example:

The rest following a reserve sequence ends at 0800. A Reserve was originally assigned RAP A with an 0700 start time. The Reserve will be available on their RAP A at 0801 unless the Reserve requests to be placed on the next full RAP. The end of the RAP will remain as originally scheduled at 1900.

6. At Crew Scheduling's option, at any point a deficit of Reserves exists in a particular RAP, Crew Scheduling may offer the option for Reserves, on a first come, first served basis, to request to be reassigned to the RAP where the deficit exists.

#### **F. STANDBY RESERVE**

1. A Standby is a Reserve (Standby) who has been awarded or assigned Standby duty in uniform at the airport without a specific flight assignment for the purpose of covering a sequence in order to prevent a delay. A Standby may also be utilized for the purpose of deplaning, boarding or remaining with through passengers on the aircraft.

2. A Reserve awarded or assigned Standby duty must be legal and available for the number of duty days required for the Standby shift. A Flight Attendant must be legal and available for the number of hours times the minimum day (e.g., five (5) hours for a one-day trip, ten (10) hours for a two-day Standby shift, etc.)
3. Standby duty may be awarded or assigned by Future Scheduling or by Daily Scheduling. The number of Standby shifts designated by base will be determined by Crew Scheduling.
4. A Reserve may be assigned to either a four (4) or six (6) hour Standby shift. Pay and credit for such Standby shifts shall be as established in Paragraph F.9. The scheduled length of the Standby shift must be indicated in the Future Reserve bidding and communicated to the Reserve at the time of the Future or Daily assignment. A Reserve is not required to check-in with the Company at the end of the Standby shift. A Standby who does not receive flight duty shall be released to begin their uninterrupted crew base rest at the end of their Standby shift.

A Reserve currently sitting on standby may request to extend their shift to a total of six (6) hour or eight (8) hours with Crew Scheduling approval. Pay and credit for such extension shall be established in Paragraph F.9.a.

5. No Reserve may be involuntarily assigned to a Standby shift more than two (2) times in a month, unless all legal and available Reserves at the base have been assigned two (2) times. If assigned standby in ROTD, the above rule will apply for all legal and available Reserves within the associated RAP(s).
6. Duty time for a Standby shift will begin upon scheduled report time at the airport and will continue until released for applicable legal rest as provided in Hours of Service, Section 11. However, if a Standby is awarded or assigned a sequence that checks-in prior to their initial report time at the airport, they shall begin accruing duty time one (1) hour before a Domestic or NIPD sequence's scheduled departure or one (1) hour and fifteen (15) minutes before an IPD sequence's scheduled departure. If the Standby is not assigned a sequence, duty time shall terminate at the end of the Standby shift. If the Standby is not assigned a sequence, duty time will terminate when they are released at the end of the Standby shift. If the Standby is assigned a sequence, duty time will terminate when they are released at the end of the duty period for the assigned sequence.
7. In no event shall a combination of Standby and flight duty be scheduled to exceed the duty time limitations of Hours of Service, Section 11, or International Flying, Section 14, whichever is applicable.
8. If assigned a sequence, such sequence must be scheduled to depart no later than two (2) hours after the Standby scheduled release time.

#### 9. **Standby Pay and Credit**

- a. A Standby who does not fly shall be entitled to three (3) hours and thirty (30) minutes for a shift of four (4) hours, five (5) hours and fifteen (15) minutes for a shift of six (6) hours, and seven (7) hours for a shift of eight (8) hours.
- b. A Standby who is assigned a sequence departing within their Standby shift shall receive the scheduled or actual value of the sequence, whichever is greater. In addition, the duty time while on Standby duty, up to the Standby's sequence report time (11.N or 14.E), based on departure time of the sequence at time of sequence assignment, shall be paid and credited with one (1) hour for each one and one-quarter (1.25) hours on duty.

**Example:**

A Reserve has a Standby shift from 0600 to 1200. The Reserve is assigned a domestic sequence originally scheduled to depart at 1100 (estimated time of departure at the time of sequence assignment to the Standby). The Reserve would receive Standby duty rig pay (one for one and one-quarter) for the time between 0600 Standby report and the 1000 Standby's sequence report time in addition to the full value of the sequence.

**Example:**

A Reserve has a Standby shift from 0600 to 1200. At 1030, the Reserve is assigned a domestic sequence originally scheduled to depart at 0500, but now with a departure time of 1030 (estimated time of departure at the time of sequence assignment to the Standby). The Reserve would receive Standby duty rig pay (one for one and one-quarter) for the time between 0600 Standby report and the 0930 Standby's sequence report time in addition to the full value of the sequence.

**Example:**

A Reserve has a Standby shift from 0700 to 1300. The Reserve is assigned a domestic sequence scheduled to depart at 0730 (estimated time of departure at the time of sequence assignment to the Standby). The Reserve would receive no standby duty rig pay for the Standby shift, however, the Reserve would receive duty rig pay (11.D.5) based on the 0630 report time for the Standby sequence.

- c. A Standby who is assigned a sequence departing outside their Standby shift shall receive the scheduled or actual value of the sequence, whichever is greater. In addition, the duty time while on Standby, and including any additional time up to the report time of the sequence, shall be paid and credited with one (1) hour for each one and one-quarter (1.25) hours on duty.

**Example:**

A Reserve has a Standby shift from 0700 to 1100. The Reserve is assigned a domestic sequence that departs at 1300 (estimated time of departure at time of sequence assignment to the Standby). The Reserve would receive daily duty rig pay (one for one and one-quarter) for the time between 0700 Standby report and the 1200 Standby's sequence report in addition to the full value of the sequence.

- d. A Standby who is not released at the end of the scheduled Standby shift because of boarding duty that is assigned before the end of the Standby shift and that continue beyond the end of the Standby shift, shall be compensated for the additional time at the rate of one (1) minute of pay and credit for each one (1) minute of duty beyond the end of the scheduled Standby shift.

10. For the purpose of sequence coverage, a Standby, if signed-in or scheduled to be on duty one (1) hour before scheduled departure of an open time sequence, will be utilized for any sequence that becomes available within two (2) hours of scheduled departure or any sequence that remains uncovered within two (2) hours of scheduled departure.
11. A Reserve shall be given no less than two (2) hours' notice and three (3) hours' notice for a co-terminal to report to the crew room for Standby duty.
12. Boarding duty, if utilized, will be based on days of availability, Standby report time, and in the same terminal, unless Standbys are available for the same number of days, report time, and are in the same terminal, in which case inverse seniority will be utilized.
13. A Standby will not be assigned boarding duty unless the estimated time of arrival of the inbound crew is prior to the end of their Standby shift. If the crew does not arrive before the end of the Standby shift, such Standby will be replaced by an oncoming Standby if available. Such Standby will be released after the boarding of that flight and will not be subject to any further

boarding duties or flight assignments. A Standby may accept the boarding duties which extend beyond the Standby shift and shall be paid in accordance with Paragraph F.9.d.

14. Duties of a Standby are limited to those assigned to other Flight Attendants.
15. If a Reserve is on Standby, any Standby Daily assignment shall take precedence over any assignment by Future Scheduling.
16. A Standby will be assigned a sequence based on qualifications, days of availability, Standby report time, and in the same terminal. If qualifications, days of availability, Standby report times and terminal are the same, the assignment will be made by inverse seniority. A Standby shall not be assigned a sequence into their Flex Day(s) unless they are the only Standby available to operate the sequence and Crew Scheduling is unable to split the trip prior to their Flex Day(s).
17. A Standby must be available for immediate contact and assignment while on Standby duty but is not required to be present in the Standby room.
18. A Reserve may trade a Standby shift with another Reserve who has a Standby shift on the same day. Such trade request must occur prior to the commencement of the Standby shift but in no case later than 1500 HBT on the day the Standby shift is scheduled, concurrent with Future Reserve Processing for the following day.
19. A Standby may request to be released prior to the end of the standby shift. If Crew Scheduling approves such request, the standby shift pay and credit will not be reduced.

#### **G. RESERVE AVAILABILITY PERIOD (RAP)**

1. There shall be no more than four (4) RAPs.

<b>RAP A</b>	<b>RAP B</b>	<b>RAP C</b>	<b>RAP D</b>
<ul style="list-style-type: none"><li>• Start times determined by the Company, RAP A could start as early as 0000 HBT</li></ul>	<ul style="list-style-type: none"><li>• Start times determined by the Company</li></ul>	<ul style="list-style-type: none"><li>• Start times determined by the Company</li></ul>	<ul style="list-style-type: none"><li>• 1400-0200 HBT (end time will be 2359 HBT if last day of Reserve block)</li><li>• Once all departures are airborne, and there are no known diversions or returning flights, RAP will be modified to end at that time</li></ul>

NOTE: The RAPs above are scheduled RAPs and may be modified in actual operations in accordance with 12.E.5, if a Flight Attendant does not receive their full rest prior to the RAP start time or in the case of a removal/cancellation in accordance with 12.M.6.b.

2. Crew Scheduling shall publish in the bid package the start times for each RAP for the following bid period by each base. All RAPs shall begin on the hour. The availability window for each RAP shall be twelve (12) hours. A Reserve will be automatically released at the end of their assigned RAP if they are not given an assignment. A Reserve will be released from the last RAP of the day no later than 2359 HBT of their last day of availability.

A Reserve will not be required to be contactable outside of their RAP. A Reserve will be required to be available to accept a duty assignment during their twelve (12) hour RAP. The

sequence report may be no later than two (2) hours after the end of the RAP. For the purpose of Paragraph G.2, the report time shall be the same as the crew assigned to the sequence or, if the Reserve is joining a sequence in progress, the known departure time at the time of assignment plus the check-in time (one (1) hour for Domestic or NIPD, or one (1) hour and fifteen (15) minutes for IPD).

Example:

A Reserve has a RAP 0300 to 1500. The original sequence was PHX-SEA-PHX-LAX-PHX. A Reserve was called out to replace a Flight Attendant on the PHX-LAX-PHX portion. At the time of the call, the PHX-LAX known departure time was 1805. The Reserve could not be given the assignment since the check-in time would have been at 1705.

As an exception to G.2, a Reserve with a Flex Day following their RAP may only be assigned a sequence with a sign-in on or before 2359 HBT on the last day of Reserve.

3. Reserves may be assigned sequences or Standby shifts that report within a RAP prior to the start of the RAP. At the commencement of a RAP, Reserves are responsible for reviewing and acknowledging all assignments through the automated system, except as required in Section 12.P.
4. A Reserve on a RAP may be assigned a Standby shift that terminates no later than two (2) hours after the end of their assigned RAP.
5. At their option, a Reserve may extend the end of their RAP. A Reserve may not add the extension to the beginning of the RAP. Extensions to the beginning of the RAP are subject to Crew Scheduling discretion.
6. A Reserve may call Crew Scheduling to request to be released from a RAP. If granted, there shall be no reduction in the Reserve's guarantee. Such request may be made the day prior or the day of and will be approved at the discretion of Crew Scheduling.

#### **H. MINIMUM RESERVE CALL OUT TIME**

1. A Reserve shall be required to report within two (2) hours from the time they are notified of a sequence by Crew Scheduling. If a Reserve reports to the airport after sign-in time for the sequence, they shall receive pay and credit for the sequence as if they had checked in for the sequence at the same time as the rest of the crew. As an exception, Reserve Flight Attendants at co-terminals shall be provided three (3) hours call out.
2. Former Shuttle Flight Attendants who were based in DCA on the date the Shuttle Fence was removed will be grandfathered for a three (3) hour Reserve report time if they reside outside of the two (2) hour Mainline report time, unless they bid to or are displaced to another base.
3. Crew Scheduling shall first attempt to contact a Reserve at the Reserve's primary telephone number. A Reserve may use a cellular phone number as their primary telephone number. If a message device is encountered, the Scheduler shall leave a message.
4. If a secondary contact number is provided and Crew Scheduling is unable to contact a Reserve at the Reserve's primary telephone number, the Scheduler shall promptly attempt to contact the Reserve on the secondary contact number. If a message device is encountered, the Scheduler shall leave a message. The Reserve shall have fifteen (15) minutes to respond to Crew Scheduling from the second call if a secondary contact number is provided, or fifteen (15) minutes to respond to Crew Scheduling from the initial call if no secondary contact number is provided.

## **I. FUTURE RESERVE BIDDING (ROTA)**

1. A Reserve shall utilize an electronic system to submit a daily bid. Such daily bid must be entered into the electronic system no later than 1500 HBT for sequences which report on or after 0200 HBT the next day through and including sequences that report until 0159 HBT the subsequent day. The Reserve may indicate that such standing bid which will remain on file within the electronic system. Such bids shall be submitted through the electronic system for the following:
  - a. Specific sequences (not applicable to standing bids);
  - b. Sequence preferences consistent with those available for TTS;
  - c. Specific Standby shifts; Each standby shift will be given a specific identifier (similar to sequence numbers) with set start, end times, required days of availability, crew base, and terminal.
  - d. Specific RAPs.
2. Crew Scheduling shall utilize the Reserve's standing bid to complete a Reserve award or assignment when a Reserve has not otherwise submitted a daily bid. If a standing bid is not on file and the Reserve fails to submit a daily bid, Crew Scheduling shall assign that Reserve during the processing of Reserve awards.

## **J. FUTURE SCHEDULING AWARD AND ASSIGNMENT (ROTA)**

1. The intent of this Section is to provide an orderly process for covering all sequences and Standby shifts which remain open at the time of future processing subject to the number of Reserves who are legal and available to fly. If Crew Scheduling determines an operational need due to insufficient Reserve coverage in a particular crew base, sequences may be redistributed to another crew base(s). Crew Scheduling will redistribute all known open time that needs to be allocated, based on operational need, to another crew base(s) by 1200 HBT. As an exception, Crew Scheduling may redistribute at any time due to extenuating circumstances not known prior to 1200 HBT. A snapshot of open sequences, Standby shifts and Reserve bids will be taken at the commencement of future processing. Sequences or Standby shifts which remain open after future processing will be assigned according to Paragraph O. Other sequences and Standby shifts that subsequently open during future processing will be assigned by Daily Scheduling according to Paragraph K.
2. Reserve awards and assignments shall begin one (1) day prior at 1500 HBT. Open sequence positions which have not been awarded from the Unsuccessful Bidders List and which remain open at 1500 HBT shall be awarded to Reserves.
3. For the purposes of determining whether a grouping is Open or Closed, the reference to a sequence as used in Paragraph J, shall not include Standby shifts.
4. Crew Scheduling shall publish Standby, sequence, and RAP assignments for the following day for sequences which report on or after 0200 HBT the next day through and including sequences that report until 0159 HBT the subsequent day no later than 1930 HBT through an automated system. A Reserve shall acknowledge the assignment through the automated system, which may include a voice response system prior to 2230 HBT. If the Reserve is on a sequence and unavailable to contact the automated system prior to 2230 HBT, they will be responsible for reviewing and acknowledging their assignment through the automated system, which may include a voice response system no later than one (1) hour after release.

5. Groupings of sequences and groupings of Reserves shall be established prior to the award or assignment of sequences.
  - a. Reserves shall be grouped according to remaining number of RSV days in their current RSV Day sequence. Reserves with more than four (4) days of availability will be placed in the four (4) day group.
  - b. Sequences shall be grouped according to number of calendar days each sequence touches. ODAN sequences shall be placed in the two (2) day sequence group.
  - c. If the number of sequences in any sequence group is equal to or exceeds the number of Reserves in the corresponding Reserve group, the group will be considered a "Closed" group. A Reserve group will be considered and referred to as a Closed group until the award or assignment of a sequence from the Closed group causes the number of sequences in that group to fall below the corresponding number of Reserves in the group. If at any time, the number of sequences in any sequence group is less than the number of Reserves in the corresponding group, the group will be considered and referred to as an "Open" Group.

As an exception, a Reserve in a Closed group at the time of processing may select an IPD trip, a pure NIPD trip, or a one (1) day sequence greater than eight (8) hours and fifty-nine (59) minutes block. This exception shall not apply during the period of November 15<sup>th</sup> through January 5<sup>th</sup>.

As an exception, an Open group will be considered Closed at the point when at a Reserve's time of processing, sequences in higher groups would, at the end of processing, remain uncovered. In such case a Reserve may be awarded or assigned to work on Flex Days.

**Example:**

There are two (2) Reserve(s) with two (2) days of availability (one of which has a Flex Day and is the most senior Reserve), and one (1) Reserve with three (3) days of availability, and three (3) Reserves with four (4) days of availability. All Reserves are legal for all sequences. There is one (1) two-day sequence, two (2) three-day sequences, and one (1) four-day sequence.

The two-day Reserve with a Flex Day is not required to take the three-day sequence because the total number of Reserves in the higher groupings (those with three (3) or four (4) days of availability) equals four (4) Reserves, which is greater than the number of sequences in groups three (3) and four (4) (three (3) sequences).

- d. During Future Reserve Processing, Reserve will be given an option to:
  - i. Bid to fly a sequence;
  - ii. Bid for a Standby duty; or
  - iii. Conditionally Remain on Call (ROC) subject to covering all sequences and Standby shifts which remain open at the time of future processing in accordance with Paragraph J.10.
6. Sequences and Standby shifts which remain open after processing the list of Reserves shall be assigned in inverse order of seniority in accordance with Paragraph J.9.
7. Sequence and Standby Shift Awards to Reserves on RSV Days

- a. Sequences and Standby shifts shall be offered in seniority order to Reserves within the base. The most senior Reserve on an RSV Day regardless of days of their availability grouping shall be processed first.
- b. At the Reserve's time of processing, if the grouping to which the Reserve belongs is Closed, the Reserve must select a sequence from their grouping, except when sequences in higher groups would, at the end of processing, remain uncovered. In such case a Reserve may be awarded a sequence from a higher grouping.
- c. At the Reserve's time of processing, if the grouping to which the Reserve belongs is Open, subject to Paragraph J.7.d, they may ROC. Such election shall be conditional and shall not become final until all remaining sequences and Standby shifts are awarded or assigned.
- d. At the Reserve's time of processing, if the grouping to which the Reserve belongs is Open, subject to Paragraph J.5.c, the Reserve may select a sequence from their respective grouping or a different grouping, conditionally ROC pursuant to Paragraph J.10, or select a Standby shift. Such sequence may overlap the same or fewer days than the Reserve's scheduled RSV days. If such Reserve opts to choose a sequence from another group, the Reserve may select from any group. The choice to operate a sequence with fewer days than the Reserve has available:
  - i. Shall not subsequently cause another Reserve to be flown into a Flex Day;
  - ii. Shall not cause a sequence to be split;
  - iii. Shall not cause a sequence to remain uncovered.

8. Sequence Awards to Reserves into One (1) or More Days Off

- a. A Reserve may bid to voluntarily work into one (1) or more days off.
  - i. If at the time of processing the grouping to which the Reserve requests to join is closed, they will be processed according to Paragraph J.5.c.
  - ii. If at the time of processing the grouping to which the Reserve requests to join is open, they will not be awarded the requested sequence into their day off and will be processed in seniority order in their own grouping.
- b. Days off on which Reserves voluntarily operate shall not be reinstated.

9. Sequence Assignment to Reserves into One (1) or More Flex Days

- a. A Reserve may be assigned a sequence by Future Scheduling into their Flex Day consistent with this Section and Paragraph 12.O.4.
- b. At a Reserve's time of processing, if the Reserve's corresponding grouping is Open and the next highest grouping(s) is Closed, a Reserve may be assigned into one (1) or more Flex Days according to Paragraph J.5.c.

10. Remain on Call (ROC)

- a. At a Reserve's time of processing, the choice to ROC:
  - i. Shall not subsequently cause another Reserve to be flown into a Flex Day;

- ii. Shall not cause a sequence to be split;
- iii. Shall not cause a sequence to remain uncovered.

b. At a Reserve's time of processing, a Reserve may elect to ROC. However:

- i. the Reserve may subsequently be assigned a sequence or Standby shift, after more junior Reserves not legal to operate sequence(s) have been processed;
- ii. the Reserve who is afforded the option to ROC may be assigned a remaining sequence or Standby shift in the event that a more junior Reserve becomes unavailable during processing (e.g., sick, daily assignment);
- iii. such remaining sequences and Standby shifts will be assigned to the most junior Reserves consistent with their preferences and seniority, while protecting Flex Days.

Example:

Ten (10) Reserves were allowed to ROC in the initial run. Due to legality issues, two (2) sequences and one (1) Standby shift remain to be assigned after the initial run is processed. The sequences and Standby shifts will be assigned to three (3) most junior remaining Reserves, starting with the third most junior's preferences.

- c. Once a Reserve elects to ROC, the number of available Reserves in the grouping shall be reduced by one (1). A Reserve's election to ROC may cause a grouping to become Closed.
- d. At a Reserve's time of processing, a Reserve who belongs to a Closed grouping may not ROC.
- e. A Reserve who ROCs shall be awarded a RAP pursuant to this Paragraph, and shall only be assigned a sequence which reports within their RAP as specified in Paragraph K.

11. A Reserve awarded or assigned a sequence from Future Scheduling shall be required to complete their Reserve duty (Standby/RAP or sequence) for the current day. At Crew Scheduling's discretion, a Reserve may be released from their current RAP. At the conclusion of the Reserve's current day assignment, they shall be released until the report time of the RAP or Future Assignment the following day. Such Reserve shall be processed according to the rules specified in Paragraph K.2, unless they indicate to Crew Scheduling they wish to be assigned a sequence according to the regular Daily Processing rules.

## 12. RAP Awards

After all sequences and Standby shifts have been assigned, the remaining Reserves, including those that elected to ROC, will be assigned as follows:

- a. Crew Scheduling shall determine a minimum and maximum number of Reserves, if any, to assign to each RAP for the following day. The total Reserves assigned shall be equal to the number of Reserves available;
- b. Reserves to be assigned to a RAP shall be placed in groupings based on their days of availability. Such groupings shall be established for one (1) day of availability, two (2) days of availability, three (3) days of availability and four (4) or more days of availability;
- c. Reserves will be assigned to a RAP in seniority order within the days of availability groupings utilizing the Reserve's daily and standing bid, provided the Reserve is legal and available for the entire RAP, except as provided in Paragraph E.5. The choice of RAPs within that grouping for a senior Flight Attendant may not preclude a more junior Reserve

from receiving eleven (11) hours between RAPs. However, if there are not sufficient Reserves to cover a particular RAP, a Reserve may be assigned to a RAP with less than eleven (11) hours between their previous RAP.

### 13. Sequence Splits

- a. In the event that the number of sequences in any sequence group exceeds the number of Reserves in that group, Crew Scheduling may elect to split a sequence(s) to balance the number of Reserves and sequences within a grouping.
- b. In the event that Crew Scheduling elects to split sequences for Reserve processing, such sequences shall be split prior to the beginning of or during the Future and Daily Reserve award process for Reserve assignment or award.

## K. DAILY SCHEDULING AWARD AND ASSIGNMENT (ROTD)

### 1. General

- a. Sequences which open during or after the Future Scheduling Award and Assignment Process 1500 HBT one (1) day prior, and which report during the current or following day, shall be assigned according to Paragraph K.
- b. Release from Duty
  - i. Daily (Next Day Assignment) – A Reserve assigned a RAP for the next day, shall complete their current day's RAP assignment. If the Reserve receives an assignment within their RAP for the next day, they shall be released from the next day's RAP until report time of such assignment. However, in the case of irregular operations as declared by the Director of Crew Scheduling or their designee, the Reserve shall not be released from the next day's RAP and will be responsible to be available for possible reassignment during their RAP.
  - ii. Daily (Day of Assignment) – A Reserve on a RAP for the current day shall be released from their RAP until the report time of an assigned sequence/Standby duty at the time of such assignment. However, in the case of irregular operations as declared by the Director of Crew Scheduling or their designee, the Reserve shall not be released from their RAP and will be responsible to be available for possible reassignment during their RAP.
- c. The Company will award/assign open time trips through ROTD after running through necessary processes (e.g., in-base UBL, out-of-base UBL, etc.) within sixty (60) minutes from the end of the first UBL run. As an exception, trips that open less than three (3) hours prior to departure, (four (4) hours in co-terminal), will be immediately awarded/assigned through ROTD after running through UBL (no holding). However, trips that open any time from 0001-0500 HBT and depart after 1100 HBT may be held until 0700 HBT. The Company shall rerun UBL immediately prior to awarding/assigning any trip(s) in ROTD.
- d. An open Standby shift shall be treated the same as a sequence for the purpose of Daily Awards and Assignments. Open sequence positions and Standby shifts which are covered by this Paragraph K shall be assigned as soon as possible after such position opens. Flight Attendants may be assigned sequences or Standby shifts that report within a RAP prior to the start of the RAP. At the commencement of a RAP, Flight Attendants are responsible for reviewing and acknowledging all assignments through the automated system, except as provided in Paragraph P.4. A Flight Attendant shall not be called during the period of 0000 to 0500 HBT unless the departure is within three (3) hours or unless necessary to prevent a delay.

- e. Groupings of sequences and groupings of Reserves shall be established for the purposes of assigning sequences. All Reserves shall be grouped according to remaining number of RSV days in their current RSV Day sequence. Reserves with more than four (4) days of availability will be placed in the four (4) day group. Reserves not legal for all RSV days shall be placed in the group for which sequences they are legal to operate.
- f. Groupings of Reserves on RSV days shall be ordered as follows:
  - i. RAP award;
  - ii. Least to most (ASG/Clicks) number of previous ROTA/D awards/assignments as specified in Paragraph L;
  - iii. Then inverse seniority.
- g. If a sequence is legal for more than one (1) RAP, Crew Scheduling shall assign the sequence as follows:
  - i. A Reserve in the earlier RAP according to K.2.b-e;
  - ii. A Reserve on a later RAP provided according to K.2.b-e;
  - iii. A Reserve in the earlier RAP according to K.2.f.
  - iv. A Reserve in the later RAP according to K.2.f.
  - v. A Reserve on the earlier RAP according to K.2.g.
  - vi. A Reserve on the later RAP according to K.2.g.
  - vii. A Reserve on the earlier RAP according to K.2.h.
  - viii. A Reserve on the later RAP according to K.2.h.
  - ix. A Reserve on the earlier RAP according to K.2.i.
  - x. A Reserve on the later RAP according to K.2.i.
  - xi. K.2.j.

2. For sequences which are open more than two (2) hours prior to scheduled departure (three (3) hours in co-terminal bases), Crew Scheduling shall assign such sequence in the following order subject to the provisions of Paragraph K.1:

- a. UBL Processing
  - i. A Flight Attendant on the Unsuccessful Bidder's list pursuant to Scheduling, Section 10.F.3.b;
  - ii. Out-of-base Flight Attendants on the Unsuccessful Bidder's List, pursuant to Scheduling, Section 10.

- b. "Aggressive Reserve" Processing
  - i. "Aggressive Reserves" on RSV Days within their RAP, from the most senior to the most junior, who are legal to operate the sequence in its' entirety and provided the sequence matches the Aggressive Reserve's list of preferences as specified in Paragraph K.4.d. An Aggressive Reserve called by Daily Scheduling during the Daily Reserve Assignment process shall be required to accept any sequence which meets their list of preferences;
  - ii. "Aggressive Reserves" on a Reserve Day(s) without a RAP, from the most senior to the most junior, who are legal to operate the sequence in its' entirety provided the sequence matches the Aggressive Reserve's list of preferences as specified in Paragraph K.4.d.
- c. Reserves on a RAP from the same grouping who are legal to operate the sequence in its entirety according to the priority established in Paragraph K.1.f;
- d. Reserves on a RAP from the next highest grouping according to the priority established in Paragraph K.1.f;
- e. With Crew Scheduling consent, "Aggressive Reserves" on a RAP who indicate a desire to be awarded into a Flex Day(s) or Golden Day(s) provided the sequence matches the Aggressive Reserve's list of preference as specified in Paragraph K.4.d;
- f. A Reserve on a RAP holding a Future assignment or award for the following day who can operate the sequence in its entirety. Such Future assignment will be dropped;
- g. Reserves on a RAP from any grouping who must work into one (1) Flex Day. Such sequence shall be assigned according to the priority established in Paragraph K.1.f;
- h. Reserves on a RAP from any grouping who must work on two (2) or more Flex Days. Such sequence shall be assigned according to the priority established in Paragraph K.1.f;
- i. Reserves on a RAP from any grouping who must work into one (1) Flex Day and holds an ETB/TTS/UBL sequence on that Flex Day. Such ETB/TTS/UBL sequence will be dropped and there will be no pay protection for the ETB/TTS/UBL sequence. Such sequence assignment shall be assigned according to the priority established in Paragraph K.1.f;
- j. Sequences or Standby shifts which remain open after daily processing will be assigned according to Paragraph O.

3. For sequences which open or remain open within two (2) hours prior to scheduled departure (three (3) hours in co-terminal bases), Crew Scheduling shall assign such sequences in the following order of assignment:

- a. Less than Minimum Call-Out UBL for Lineholders and Reserves on days off;
- b. Less than minimum Call-Out Out of Base Lineholders and Reserves on days off;
- c. Less than Minimum Call-Out Aggressive Reserves;
- d. A Standby Reserve if signed in or scheduled to be on duty and signed in at least one (1) hour prior to departure according to the parameters of Paragraph F;
- e. If no Standby is available, the order of assignment as specified in Paragraph K.2. If a greater delay of a flight would be realized by using the provisions of Paragraph K.2, Crew

Scheduling may cover such flights by assigning a Standby if one is scheduled to be on duty at the time of departure.

- f. Crew Scheduling will assign sequences as specified in Paragraph K.2.b-j, or Paragraph O, such assignments will be awarded to the first positive contact with a Flight Attendant. Although the fifteen (15) minute response time is still in effect, Crew Scheduling will not be required to wait for a return call and will continue processing until positive contact is made.
- g. If the sequence continues to remain open, such assignment will be processed according to the parameters of Paragraph O.

#### 4. Aggressive Reserve Status

- a. A Reserve requesting to be awarded first on RSV days or on RSV days into Flex/Golden Days must electronically indicate placement into "Aggressive Reserve" status. Such election may be made daily or for the entire month.
- b. Once a Reserve reaches forty (40) hours awarded on Aggressive Reserve status in a month, any additional hours awarded on Aggressive Reserve status above the forty (40) hours shall not be credited when determining if the Reserve has met or exceeded the monthly pay cap.

Example:

A Reserve begins the month with forty (40) hours of vacation and has a RSVCOT of forty (40) hours. The Reserve bids aggressive and is awarded a twenty (20) hour sequence and will have twenty (20) hours applied as aggressive hours. The Reserve will have twenty (20) hours applied toward their calling out of time for a total of sixty (60) hours (RSVCOT).

- c. Credited hours will be calculated based on a Reserve's month-to-date hours credited to the minute, including credit associated with, but not limited to flight time, sick, vacation, jury duty, bereavement, APFA business, deadhead, etc. Pay no credit hours, ETB/TTS/UBL sequence time, etc., shall not be considered when calculating credited hours. Credited hours shall be updated at 0000 of each day to reflect all hours credited to that time.
- d. Aggressive Reserves may indicate conditional status for sequences with the following parameters:
  - i. Minimum notification time from assignment to departure;
  - ii. Sequence preferences consistent with those available in TTS;
  - iii. The Flex or Golden Days on which the Reserve is available;
  - iv. Desire Standby shifts;
  - v. The RAP(s) for which the Reserve is available.

#### L. ASG INDICATOR

1. Each Reserve assigned or awarded by ROTA/D to a sequence will be credited with an ASG code. At the time of assignment, the ASG code will be credited to a Reserve for each calendar day of the sequence.
2. If the credited number of the ASG code is different than the number of days the Reserve actually flew, then the Reserve may electronically request to have the ASG code adjusted.

3. After receiving the assigned credit, if the Reserve is unable to report for the assigned sequence, such credit will be removed.
4. The ASG code will be applied during the month in which the Reserve flew. For carryover trips, the ASG code will be applied in the new month for those days the Reserve flew in that month.

#### **M. RESERVE SEQUENCE CANCELLATION/REMOVAL**

1. Prior to Report - If a Reserve is removed from their sequence prior to report due to illegality or cancellation and no RAP was originally assigned, the Reserve shall assume duty for the remainder of the RAP in which the sequence originally reported. If the sequence originally reported in multiple RAPs, Crew Scheduling shall assign the Reserve to the earlier RAP.
2. After Report - If a Reserve reports to the airport for a sequence but does not fly (i.e., Reserve reports on time and the flight departs without the Reserve), the Reserve shall only be required to remain available for further scheduling purposes on that same day. Crew Scheduling may require the Reserve to do one of the following:
  - a. be placed on standby duty (not to exceed six (6) hours) for the remainder of their RAP\*, or;
  - b. be placed on standby duty (not to exceed six (6) hours) if no RAP originally assigned\*, or;
  - c. Released from duty with applicable call-out pay

\*A Reserve with any sequence assignment that day will use their report time for the original sequence to determine the applicable maximum duty day. Pay and Credit for any Standby time or assignments from Standby will be in accordance with Paragraph F.9.

3. After Report - If a Reserve reports to the airport for a sequence and the flight is delayed or cancelled, the Reserve will be covered under Section 10.J.3.d. If the Reserve is not rescheduled in accordance with Section 10.J.3.d, the Reserve may elect to be processed in accordance with M.1 or M.2. If The Reserve elects M.2, Crew Scheduling will assign the Reserve pursuant to M.2.a, b, or c. The Reserve will continue to have a Reserve obligation for any remaining Reserve Day(s) that were part of the original sequence.
4. After Report (Standby)
  - a. If a Standby is assigned a sequence and the flight is delayed or cancelled and the crew is removed from the sequence, the Reserve will be covered under Section 10.J.3.d. The Reserve will continue to have a Reserve obligation for any remaining Reserve Day(s) that were part of the original sequence.
  - b. If a Reserve is assigned a sequence from standby and the sequence is removed prior to origination and not covered in a. above, the Reserve will return to the standby assignment.
5. After Origination - A Reserve who has originated a multi-day sequence and is removed mid-sequence due to a reschedule or disruption, if not rescheduled, the Reserve will be released once at base for the remainder of the day, unless rescheduled in accordance with Paragraph O. The Reserve will continue to have a Reserve obligation for any remaining Reserve Day(s) that were part of the original sequence.
6. ROTA/RAP Assignment for the Day Following the Cancellation/Removal
  - a. If the cancellation/removal occurs prior to the ROTA run for the following day, the Reserve will be awarded/assigned in accordance with Paragraph J.

- b. If the cancellation/removal occurs after ROTA has run for the following day, the Reserve will be placed on a full RAP following legal rest. The Reserve may request to be placed on a RAP with a modified start time to accommodate legal rest. Crew Scheduling may but is not required to award the RAP with a modified start time to the Reserve. The RAP will begin one (1) minute after the completion of the required rest and will contain the same end time as the original RAP. A Reserve will not be required to have more than one (1) report on the same calendar day.

#### **N. CALLING OUT OF TIME**

The monthly maximum for Reserves will be consistent with the monthly maximum established for Lineholders in each base. The Company may elect not to flex the monthly maximum for Reserves when increasing the monthly maximum for Lineholders during a flex month as provided in Section 10.D.11.d. A Reserve will not be required to accept an assignment that would result in them exceeding the monthly maximum. A Reserve shall not be required to be on call once they have reached the monthly maximum less the value of a minimum day and will be released from any obligation to remain on call for the remainder of the month. At the time of processing, Crew Scheduling will allow a Reserve to ROC or to accept the sequence and exceed the monthly maximum or at Crew Scheduling's discretion, split a sequence to allow a Reserve to reach the monthly maximum. As specified in Paragraph K.4.b, pay and credit hours awarded or assigned while in Aggressive Reserve status shall not be credited when determining if the Reserve has met or exceeded the monthly cap.

#### **O. PRIORITY OF TRIP ASSIGNMENT**

The intent of this section is to provide an orderly process for covering all sequences and Standby shifts which remain open after future or daily processing. The priority of assignment will be as follows:

1. Transfer sequence(s) to other bases.
2. A Reserve on a RAP who was previously assigned a sequence by Daily may be reassigned according to Paragraph K.2.f, and Scheduling, Sections 10.J.4 and 10.J.5.
  - a. Reserves will be assigned in the following manner:
    - i. Assigning the earliest departure to the least senior Reserve with a previously assigned sequence, who is available to fly the sequence in its entirety; or
    - ii. If no Reserve is available to take the sequence in its entirety without creating a conflict with their Flex Days, the sequence will be assigned in inverse seniority order such that disruption of Flex Days is minimized.
  - b. A previously assigned unreleased available for duty Reserve who previously volunteered to take an assignment on a RSV day(s) that continues into their Flex Day(s) or Golden Day(s) shall not be reassigned unless there are no other Reserves available to take such a trip, but in no case will the Reserve Flight Attendant be reassigned into their Golden Day(s).
  - c. A Reserve who voluntarily makes themselves available on days free from duty (Flex Day(s) and or Golden Day(s)) to Future or Daily Scheduling for a sequence that originates on a Flex Day(s) or Golden Day(s) shall not be reassigned.
  - d. A Reserve who is awarded or assigned a different sequence(s) of a lesser value shall be pay protected to the published value of such originally awarded or assigned sequence. To

be eligible for such pay protection, such Reserve must remain available for duty for all of the duty periods covered by the originally awarded or assigned sequence.

3. At the option of Crew Scheduling, to legal and available inbound Reserves.
4. A Reserve on a Flex Day in inverse seniority order.
5. To a legal and available member of Inflight management holding a seniority number on the System Seniority List.
6. A Lineholder on days off in inverse seniority order. The following limitations, in addition to those in Hours of Service, Section 11, shall apply:
  - a. A Lineholder shall not be involuntarily assigned while on vacation or on groupings of days off that touch a vacation period;
  - b. A Lineholder shall not be involuntarily assigned more than twice per bid period;
  - c. Crew Scheduling shall only use a Lineholder's contact numbers when calling to make an involuntary assignment.
  - d. If the involuntary assignment causes the Flight Attendant's line to be projected over their TTS bidding credit window and there is not a trip(s) or segment(s) occurring after the involuntary assignment which could be dropped to bring their line projection into the TTS bidding credit window, the Flight Attendant may refuse the involuntary assignment. A Flight Attendant who is involuntarily assigned a trip will have the option of flying their sequence(s) later in the month and exceeding the TTS bidding credit window, splitting a later sequence of the Flight Attendant's choice off at a point at or below the monthly maximum pursuant to Scheduling, Section 10.M, or dropping a later trip of the Flight Attendant's choice.

#### **P. SEQUENCE VERIFICATION AND RESERVE SIGN-IN**

1. Each time a Reserve logs into the system, the Reserve shall be required to electronically acknowledge all changes to that Reserve's line in the current bid period and the next bid period, if applicable, before proceeding to any other function in the system.
2. A Reserve shall be required to check their future assignment (ROTA) as specified in Paragraph J.4.
3. Daily assignments (ROTD) for the following day occurring after ROTA processing will be added to the Crew Scheduling system and the Reserve may acknowledge the assignment prior to the commencement of their RAP. However, Reserves who have already acknowledged an assignment for the following day will be notified of any sequence reassignment by positive contact.
4. At the commencement of a RAP, it is the Reserve's responsibility to review and acknowledge through an electronic system any assignment that has already been added to their schedule. The Reserve shall receive a receipt confirming the acknowledgement. As an exception to this, Crew Scheduling must make positive contact with any Reserve with a RAP commencing between 0000-0500 HBT if the Reserve has not already acknowledged the assignment through the electronic system and received a receipt confirming the acknowledgement. A Reserve with a RAP commencing between 0000-0500 HBT will not be required to acknowledge the award/assignment at the start of their RAP.
5. Daily assignments (ROTD) for the same day, occurring once the RAP has commenced, will be made by positive contact, unless the Flight Attendant has electronically acknowledged the

assignment. A Flight Attendant shall not be called during the period of 0000-0500 HBT unless the departure is within three (3) hours or unless necessary to prevent a delay.

6. If a Reserve fails to acknowledge an assignment(s) as required, Crew Scheduling may remove the Reserve from the affected sequence. In that case, the Reserve shall forfeit all pay and credit associated with the sequence and their guarantee may be adjusted as specified in Paragraph U.
7. If a Reserve has not checked-in for a sequence by ten (10) minutes past the scheduled report time, Crew Scheduling may remove the Reserve from the affected sequence. In that case, the Reserve shall forfeit all pay and credit associated with the sequence and their guarantee may be adjusted as specified in Paragraph U.

#### **Q. ASSIGNMENT/REPORT INFORMATION**

The Company shall provide a Reserve access to an electronic reserve status system providing real-time information that allows a Reserve to view the following. The system shall run continuously in the crew tracking system and be accessible through the Internet.

The following information will be provided by 1200 HBT daily and updated on a real-time basis:

1. Reserve's name, seniority number, reserve availability shift, and bids, which shall be sorted and displayed by seniority;
2. Date, sequence number, sequence credit, and release time of last assignment;
3. Date, sequence number, sequence credit, and release time of current assignment;
4. Date, sequence number, and time current sequence was assigned by Crew Scheduling;
5. Total bid period-to-date earned pay and credit and bid period projected pay and credit;
6. Days of availability remaining; and,
7. Number of Flex Days off adjacent to last day of reserve availability.
8. All standby shifts; start time, base, duration, airport and terminal, minimum days of availability required, and how many Reserves needed for each standby shift.
9. Number of Reserves required for RAP and number of speaker positions by language required for each RAP.
10. For each Reserve on standby, the Reserve's name, seniority number, employee number, start time and end time, airport and terminal, activity if assigned (sequence and boardings), if released or extended for standby, days of availability, and total bid period-to-date earned pay and credit and bid period projected pay and credit.

#### **R. NOT LEGAL TO FLY**

If as a result of unscheduled conflicts that would cause a Flight Attendant to remain on duty/on call for seven (7) consecutive calendar days or more without twenty-four (24) consecutive hours free from all restraint or duty, an off day (not legal to fly day) will be scheduled on the day following the termination of the assignment.

## **S. MONTH TO MONTH INTEGRATION**

### **1. Reserve to Lineholder**

If an assignment of a sequence which continues from one month into the next is necessary, the Flight Attendant shall operate such sequence in its entirety.

Such Reserve shall not be assigned a sequence until after the point in the Reserve order of assignment language in which Reserves have been assigned sequences into Flex Days. Such Reserve will be pay protected for any flight time lost, if applicable, as a result of operating the continuation of such sequence. If an assignment of a sequence in the current month causes an illegality for a sequence in the subsequent month, pay protection provided for consistent with Illegal Through No Fault shall apply.

### **2. Lineholder to Reserve**

A transition sequence awarded during PBS, TTS, or ETB which overlaps Flex or Golden Days in the subsequent month shall be paid as pay no credit and such days off shall not be restored. A transition sequence awarded during PBS, TTS, or ETB which overlaps available days in the subsequent month shall be paid as pay and credit. If such sequence has been awarded prior to PBS, the Flight Attendant shall be able to elect during the PBS bid whether to treat the trip as RSV or days off.

## **T. RESERVE TRIP TRADING/DROPPING**

### **1. Reserve Trip Trades**

- a. A Reserve may trade a reserve assignment with another Flight Attendant.
- b. Time will be pay and credit and will not affect reserve guarantee.
- c. Reserve trip trades on days off will be as specified in Scheduling, Section 10.

### **2. Reserve Trip Drop to Another Flight Attendant**

A Reserve may utilize the ETB or Trades through Crew Scheduling to relinquish a trip sequence to another Flight Attendant.

- a. A Reserve relinquishing a trip sequence will have their Reserve Guarantee reduced by the value of the relinquished trip and such hours will be applied to their monthly maximum.
- b. All legalities related to the dropped trip sequence will be assumed, as scheduled to be flown. A Reserve at their option may waive such home base rest consistent with Scheduling, Section 10.

## **U. RESERVE FLIGHT ATTENDANTS WITH MISSED TRIPS**

When a Reserve Flight Attendant receives a missed trip for a particular assignment, the Flight Attendant will be subject to one (1) of the following options:

1. Release from their availability obligation for the remainder of the day. If this option is chosen, then the Reserve's guarantee will be docked for that one (1) day only. The Flight Attendant will then be released until their next day of obligation to the Company.
2. Remain available for the remainder of that day. In this option, Crew Scheduling may, at its discretion, either: 1) assign the Flight Attendant to another trip; 2) assign the Flight Attendant

to airport Standby; or 3) assign the Flight Attendant back to their reserve obligation for that day. If the Flight Attendant is held available to Crew Scheduling under Paragraph U and is not assigned another sequence or Standby duty, then their guarantee will not be docked for that day, even if a trip is not assigned for that day.

3. Under the options in Paragraphs U.1.a and U.1.b, the original missed trip will remain on the Flight Attendant's record for attendance purposes.

## **V. GENERAL**

1. When an award or assignment is given to a Reserve, Crew Scheduling will identify the published sequence number. If it is an unpublished sequence, the Reserve will be notified of the entire sequence, including routing, duty time, credit, sequence number(s), aircraft type(s), report time, and release time. If the layover hotel is different from the normally scheduled hotel, the Reserve will also be notified of the contact number and any special transportation arrangements.
2. All times in this Section are HBT unless otherwise specified.

## **W. EXCEPTION TO STANDBY ASSIGNMENTS - (OUT-OF-BASE RESERVE STANDBY ASSIGNMENT)**

1. A Reserve may be assigned or awarded a Reserve Standby shift in another base if the Company determines that there are no remaining Reserves in that base to cover the Reserve Standby shift(s). Such assignment will be in accordance with Reserve Duty, Section 12. The Reserve must have the days and hours of availability specified in Reserve Duty, Section 12.F, in addition to any credit or block hours associated with the deadhead to/from the out-of-base Reserve Standby assignment. In addition, if accepting the out-of-base assignment, including the deadhead to the assignment, would cause the Flight Attendant to exceed the provisions of Hours of Service, Section 11, the Flight Attendant shall have the option of refusing the assignment.
2. A Reserve on an out-of-base Reserve Standby assignment shall receive the greater of the following:
  - a. Trip Rig from time of check-in for departure from the Reserve's base until released in their base;
  - b. If not assigned a trip while on Reserve Standby Duty, Reserve Standby pay in addition to the greater of the deadhead(s) credit or Duty Rig, excluding time spent on Reserve Standby;
  - c. If assigned a trip while on Reserve Standby Duty, the value of the trip in addition to the greater of the deadhead(s) pay or Duty Rig until report time for the trip. Additionally, the Flight Attendant will receive the greater of the deadhead credit or Duty Rig from release from the trip until release in their base.
  - d. A Flight Attendant will receive no less than the minimum daily average for any day(s) spent deadheading to or from an out-of-base Reserve Standby assignment or any days spent on an out-of-base Reserve Standby assignment. If a Flight Attendant deadheads and serves Reserve Standby in the same day, such Flight Attendant will only receive minimum guarantee for that day.
3. If deadheading to the Reserve Standby assignment, the Duty Rig in Paragraphs W.2.b and W.2.c will start at check-in for the deadhead flight. If deadheading back to the base, the Duty Rig will end at checkout in the Flight Attendant's base. The value of the Reserve Standby shift

and/or sequence will be as established in Reserve Duty, Section 12.F. Deadheads to and from an out-of-base Reserve Standby assignment will receive one hundred percent (100%) deadhead pay and credit.

4. A Flight Attendant already on Reserve Standby Duty in their base may receive an out-of-base Reserve Standby assignment only if they have the days and hours of availability for the new Reserve Standby assignment as specified in Paragraph W.1. The start of the Reserve Standby shift in their base shall be used for purposes of calculating the Duty and Trip Rigs specified in Paragraph W.2 and the minimum guarantee for the day.

Any out-of-base Reserves on Reserve Standby Duty will be processed in seniority order among themselves regardless of the shift start time after in base Reserve Standbys have been offered the trips.

## **SECTION 13 - TEMPORARY DUTY ASSIGNMENT (TDY)**

### **A. DETERMINATION AND DURATION OF TEMPORARY DUTY**

1. A temporary duty assignment (TDY) is an assignment to perform Reserve duties at a crew base other than a Reserve's own crew base. If the Company determines that additional Reserves are required to meet the flying requirements in a crew base, the Company will announce such temporary duty vacancies for bid and assignment among Reserves at other crew bases where the Company has determined that Reserves are available to cover such temporary duty.
2. TDY assignments may be for a duration of one (1) week, two (2) weeks or a full bid month, including any days spent deadheading into and out of the TDY crew base. The Company may deadhead a Reserve the day before a TDY assignment only if the Reserve is on an RSV day, in which case the Reserve will receive Per Diem and the additional hours provided in Paragraph D.3, prorated on a daily basis. Any sequence assigned to a TDY Reserve at the TDY crew base must end within the TDY period, except as provided in this Paragraph. When an assignment is necessary and no other Reserves are available in the TDY crew base, a TDY Reserve may be assigned a sequence that extends beyond the TDY period. If a sequence extends beyond the TDY period, the additional hours provided for in Paragraph D.3 shall be prorated on a daily basis for the additional day(s) beyond the original TDY period until the TDY Reserve returns to their crew base. If coverage permits, the sequence will be split at the TDY Reserve's option at a Flight Attendant crew base to avoid or minimize the TDY extension. The TDY Reserve will continue to receive Per Diem until released in their crew base.

### **B. LIMITS TO AWARD AND ASSIGNMENT**

1. TDY vacancies will be for Reserve positions only.
2. TDY vacancies will be available for bid by Reserves and will be awarded in accordance with Seniority, Section 20. TDY vacancies will be posted electronically and in the crew rooms for at least forty-eight (48) hours unless the Company receives approval for a shorter period from APFA. Notification of the award will be posted electronically, in the crew rooms and by phone call to the Reserve awarded such assignment.
3. The TDY posting shall provide the following information about each TDY assignment:
  - a. Number of projected TDY positions available;
  - b. Location of TDY assignment(s);
  - c. Report date for TDY assignment(s);
  - d. Projected length of TDY assignment(s);
  - e. Date and time when TDY bids will be awarded; and,
  - f. Foreign language required, if applicable.
4. In the event of insufficient bidders, TDY may be assigned in inverse seniority order to Reserves from the crew base designated by the Company in accordance with Seniority, Section 20, except that no Reserve may be assigned to temporary duty for:
  - a. Two (2) consecutive months;
  - b. More than two (2) months in any twelve (12) consecutive months.

5. A Reserve with a leave of absence, injury on duty or TDY that overlaps a TDY period may not be awarded or assigned to TDY during such period.
6. A Reserve who voluntarily bids and is awarded TDY with a vacation contained within or overlapping a TDY period will forfeit their vacation, except for pay and credit purposes. A Reserve forfeiting vacation pursuant to this Paragraph will revert back to the Reserve's original schedule (pre-vacation move). A Reserve with a vacation that overlaps a TDY period will not be involuntarily assigned to TDY.
7. As an exception to Reserve Duty, Section 12, a Reserve who voluntarily bids for and is awarded a one (1) week TDY will have their Golden Days contained within the one (1) week TDY period converted into Flex Days.
8. A foreign language speaker Reserve may be restricted from being awarded a non-foreign language speaker assignment because of limited staffing within their language in their crew base. A foreign language speaker Reserve may only be involuntarily assigned to non-foreign language speaker TDY assignment when there are no non-foreign language speaker Reserves available for assignment from any crew bases that are offering TDY assignments.
9. If the Company posts a TDY vacancy requiring a foreign language speaker, it will be processed in the following order:
  - a. Foreign language speaker Reserves bidding for the position in accordance with Paragraph B.2;
  - b. If there are no volunteers, a foreign language speaker Reserve may be involuntarily assigned to a foreign language speaker position in accordance with Paragraph B.4.

### **C. EXPENSES**

1. A Reserve awarded or assigned to TDY will receive the following:
  - a. Acceptable hotel facilities for the duration of their temporary duty that meets the standards set forth in Crew Accommodations, Section 6;
  - b. Per Diem as provided in Expenses, Section 4, for the TDY assignment commencing one (1) hour prior to departing from the Flight Attendant's home crew base and continuing until fifteen (15) minutes after arrival at their home crew base at the conclusion of the TDY assignment;
  - c. The cost of a compact size rental car, including gas and hotel parking, supported by receipt(s). The Reserve shall request the car through the Company contact designated in the TDY information provided by the Company. Insurance for the rental car shall be provided by the Company. At the Reserve's option, they will be reimbursed for other transportation, in lieu of a rental car, not to exceed the cost of a compact size rental car;
  - d. Reasonable telephone access fees and one (1) long distance telephone call per day from the TDY hotel facility to a party of the Reserve's choosing, not to exceed five (5) minutes;
  - e. Actual laundry and cleaning expenses, supported by receipt(s), for uniforms and personal clothing for Reserves on a TDY assignment of seven (7) calendar days or more.
2. A Reserve may request and shall receive an advance on any expenses provided for in this Section, prior to departing from their crew base for any TDY assignment of seven (7) calendar days or more. Such a request must be made in writing to the Flight Attendant's Inflight Manager

at least five (5) business days before the scheduled departure. If the Reserve is given less than five (5) business days' notice of the TDY assignment, the Reserve may request the advance and shall receive the advance as soon as practicable.

#### D. PAY AND CREDIT

A Reserve awarded or assigned to TDY will receive the following:

1. Deadhead pay in accordance with Deadheading, Section 16, to and from their temporary duty;
2. Pay and duty rig credit/ duty period minimum as if based in the TDY crew base, except a deadhead shall be calculated as beginning or ending in the Reserve's home crew base, as applicable;
3. Monthly pay guarantee equal to the Flight Attendant's regular applicable monthly guarantee, plus five (5) additional hours for each week awarded or assigned TDY or twenty (20) additional hours for a full bid month;
4. In the event a one (1) week or two (2) week TDY assignment spans a monthly transition, the additional guarantee shall be prorated on a daily basis;
5. A Reserve who voluntarily accepts or is assigned a sequence that extends beyond the TDY period will be paid the additional guarantee prorated on a daily basis as provided in Paragraph A.2;
6. A deadhead on a day preceding or following a TDY assignment will be paid and credited at the duty period minimum;
7. A foreign language speaker Reserve on a TDY assignment shall receive foreign language speaker and International premiums as provided in the chart below.

#### FOREIGN LANGUAGE SPEAKER PREMIUM

TDY BID AND AWARD	TDY INVOLUNTARILY ASSIGNED
Speaker to Speaker Speaker premium on Reserve guarantee Speaker premium for all Speaker flying	Speaker to Speaker Speaker premium on Reserve guarantee Speaker premium for all Speaker flying
Speaker to non-Speaker No Speaker premium on Reserve guarantee No Speaker premium on any flying	Speaker to non-Speaker Speaker premium on Reserve guarantee Speaker premium for all Speaker flying

#### INTERNATIONAL (INTL) PREMIUM

TDY BID AND AWARD	TDY INVOLUNTARILY ASSIGNED
Intl eligible TDY to Intl eligible Intl premium on Reserve guarantee Intl premium on Intl flying only	Intl eligible TDY to Intl eligible Intl premium on Reserve guarantee Intl premium on all flying
Intl eligible TDY to Non-Intl eligible No Intl premium on Reserve guarantee Intl premium on Intl flying only	Intl eligible TDY to Non-Intl eligible Intl premium on Reserve guarantee Intl premium on all flying

Non-Intl eligible TDY to Non-Intl eligible No Intl premium on Reserve guarantee Intl premium on Intl flying only	Non-Intl eligible TDY to Non-Intl eligible No Intl premium on Reserve guarantee Intl premium on Intl flying only
Non-Intl eligible TDY to Intl eligible Intl premium on Reserve guarantee Intl premium on Intl flying only	Non-Intl eligible TDY to Intl eligible Intl premium on Reserve guarantee Intl premium on Intl flying only

#### E. SCHEDULING

1. A TDY Reserve will retain their schedule from their home crew base at the TDY crew base. If necessary to adjust staffing, the Company may utilize the provisions of Reserve Duty, Section 12, to move the Reserve's Flex Days. A Reserve's Golden Days shall remain the same unless converted to Flex Days pursuant to Paragraph B.7, or adjusted as provided in Paragraph E.6. If the Reserve is awarded a full bid month TDY prior to the bid award for the TDY month, the Reserve shall bid a line in their home crew base for use in the TDY crew base.
2. A Reserve involuntarily assigned TDY will receive no less than the following:
  - a. Two (2) Golden Day periods of four (4) days each with positive space travel to and from the Reserve's crew base for a full bid month TDY assignment;
  - b. Two (2) Golden Days with positive space travel to and from the Reserve's crew base for a TDY assignment of two (2) weeks. Such Golden Days will be in addition to the Flight Attendant's regularly scheduled eight (8) Golden Days provided the regularly scheduled periods of Golden Days fall completely outside of the TDY assignment;
  - c. The Golden Days in Paragraphs E.2.a and E.2.b, will be considered part of the Reserve's twelve (12) days off per month.
3. As an exception to Filling of Vacancies, Section 22, a Reserve serving TDY for a bid month will not be placed on the crew base scheduling roster until the first day of the TDY assignment and will be taken off the roster on the last day of the TDY assignment.
4. As an exception to Seniority, Section 20, a Reserve on TDY will be processed after the crew base Reserves are processed.
5. As an exception to Reserve Duty, Section 12, a Reserve who is awarded or assigned TDY for a full bid month will receive their required days free of duty at the TDY crew base, except as provided in Scheduling, Section 10.
6. A Reserve who is awarded or assigned TDY for a two (2) week period shall have the option to move any or all of their Golden Days to mutually agreeable dates at their crew base, either before or after, but not during the period of their TDY assignment.
7. As an exception to Reserve Duty, Section 12, a Reserve who is awarded or assigned TDY may not be awarded any sequence(s) in their crew base that occurs on such TDY assignment.

F. The Company will be responsible for maintaining current records of all flying assigned to Reserves on TDY. Such records will be accessible to the Reserves in the crew base out of which the TDY assignments have been flown in the Crew Management System.

G. All TDY assignments will include positive space travel to and from the Reserve's crew base. A Reserve will not be required to work a flight to or from the TDY assignment. If positive space travel is provided for pilots to and from their residence to TDY crew bases, the same provisions will be extended to Flight Attendants.

All applicable provisions of this Agreement, and any related Side Letters in this Agreement, shall apply to TDY except as specifically modified in this Section.

## SECTION 14 - INTERNATIONAL FLYING

A. All applicable provisions of this Agreement and any related Side Letters included in this Agreement shall apply to International flying, except as specifically modified in Section 14.

### B. DEFINITIONS

1. **“International”** is defined as any operating or deadheading flight outside the forty-eight (48) contiguous United States with the exception of Canada and Alaska. This exception does not apply if a flight originates outside the contiguous forty-eight (48) United States and proceeds non-stop to Canada, or Alaska and vice versa.
2. **“International Premium Destination” (IPD)** is defined as any operating or deadheading flight to/from Europe, Asia, and destinations in Deep South America, e.g., Rio de Janeiro, Sao Paulo, Santiago, Chile and Buenos Aires etc., that have a premium level of service comparable to European destinations. Hawaii and other destinations will also be considered International Premium Destinations if the routes include a premium level of service.
3. **“Non-International Premium Destination” (NIPD)** is International flying that does not meet the definition of International Premium Destination Flying.
4. **“Non-Long Range Flying”** is defined as any International duty period which does not contain flying in excess of twelve (12) hours block. The on-duty period will not be scheduled or rescheduled to exceed fourteen (14) hours.
5. **“Mid-Range Flying”** is defined as any International duty period which does not contain flying in excess of twelve (12) hours block. The on-duty period will be scheduled or rescheduled for more than fourteen (14) hours, but not to exceed fifteen (15) hours.
6. **“Long-Range Flying”** is defined as any International duty period which has a scheduled International segment in excess of twelve (12) hours block but not more than fourteen (14) hours and fifteen (15) minutes block.
7. **“Extended-Long-Range Flying”** is defined as any International duty period which has a scheduled International segment in excess of fourteen (14) hours and fifteen minutes (15) block.

### C. INTERNATIONAL PAY

A Flight Attendant will receive International Pay as specified in Compensation, Section 3.

#### D. INTERNATIONAL DUTY TIME LIMITATIONS

Duty Type	On-Duty		Max Block excluding deadhead	Segment Restrictions
	Max Scheduled	Max Actual		
Non-Long Range	14:00	16:00	12:00	A duty period may include any mix of International or International and Domestic segments.
Mid-Range	15:00	17:00	12:00	A duty period may include either one (1) Domestic segment and one (1) IPD segment or a one-day turn (2 NIPDs)
Long Range	16:00	18:00	14:15	A duty period may include one (1) IPD segment (only).
Extended Long Range	Flt time plus sign-in/de-brief, max 20:00	Original scheduled duty plus 3:00	NA	A duty period may include one (1) IPD segment (only).

Note: The total number of mid-range duty periods will be limited to no more than five percent (5%) of all International duty periods system wide.

No more than fifteen percent (15%) of all duties which operate between such crew base and Hawaii shall be scheduled in the Mid-Range category.

Mid-Range duties scheduled between any crew base and Hawaii shall not span the duty hours beginning at 0100 and ending at 0400 (HBT).

##### 1. Non-Long Range Duty Period

- a. An on-duty period, containing an International segment(s) or International and Domestic segments, shall not be scheduled or rescheduled to remain on-duty in excess of fourteen (14) consecutive hours and, in no case, shall a Flight Attendant be required to remain on duty in excess of sixteen (16) hours during any such on-duty period. A Flight Attendant shall not be required to remain on-duty beyond the maximum flight duty limits as specified in this Paragraph.
- b. If the combination of a delayed departure time and scheduled flight time(s) projects the Flight Attendant's duty to exceed the maximum duty of sixteen (16) hours, Crew Scheduling may electronically offer, and the Flight Attendant may voluntarily agree electronically to continue working. The Company will electronically offer VE to each Flight Attendant and each Flight Attendant will respond with an accept or reject. The Lead/Number 1 Flight Attendant will be the contact to follow up on the responses regarding the offer to extend. Any crewmember(s) who wishes to extend may call Crew Scheduling to request initiation of the process provided maximum duty limitation is expected to be exceeded. A Flight Attendant who voluntarily agrees to work past sixteen (16) hours may be required to work up to a maximum of twenty (20) hours and shall receive pay as detailed below. Once the Flight Attendant has agreed to extend up to four (4) hours, such agreement may not be rescinded.
  - i. A Flight Attendant who voluntarily agrees to remain on duty for more than sixteen (16) hours shall receive pay at a rate of two hundred percent (200%) including premiums and credit at one hundred percent (100%) for the entire duty period. If the Flight

Attendant remains on duty in excess of nineteen (19) hours up to a maximum of twenty (20) hours, the Flight Attendant shall receive pay at the rate of three hundred percent (300%) including premiums and credit at one hundred percent (100%) for the duty period, instead of two hundred percent (200%) including premiums and credit at one hundred percent (100%). The flight can operate with the FAR-required minimum crew if some of the crew chooses not to fly.

- ii. Once a Flight Attendant agrees to exceed the maximum duty limitations, the Flight Attendant will receive the two hundred percent (200%) pay specified above, even if the duty limitations are not exceeded. In such circumstances, the rest provisions contained in Paragraph H and I, will apply at the end of the extended duty period.

## 2. Mid-Range Duty Period

- a. An on-duty period containing either one (1) Domestic segment and one (1) IPD segment, or a one-day turn consisting of two (2) NIPD segments, may be scheduled up to twelve (12) hours block. A Mid-Range duty period must be scheduled over fourteen (14) duty hours. A Flight Attendant may be scheduled or rescheduled to remain on-duty up to fifteen (15) consecutive hours; however, in no case shall a Flight Attendant be required to remain on-duty in excess of seventeen (17) hours during any such on-duty period. A Flight Attendant required to remain on-duty for more than sixteen (16) hours in actual operations shall receive pay for the duty period at a rate of two hundred percent (200%) including premiums and credit at one hundred percent (100%). If the Flight Attendant operates or deadheads on a mid-range duty period flight segment that touches 0300 HBT, the Flight Attendant shall be released for legal rest at the termination of such flight segment.
- b. Such flight requiring an operational fuel landing shall be operated using the eighteen (18) hour on-duty limitation.

## 3. Long Range Duty Period

- a. An on-duty period containing one (1) scheduled international segment up to fourteen (14) hours and fifteen (15) minutes block, may be scheduled or rescheduled to remain on duty up to sixteen (16) consecutive hours, however, in no case shall a Flight Attendant be required to remain on duty in excess of eighteen (18) hours during any such on-duty period.
- b. If the combination of a delayed departure time and scheduled flight time(s) projects the Flight Attendant's duty to exceed the maximum duty of eighteen (18) hours, Crew Scheduling may electronically offer, and the Flight Attendant may voluntarily agree electronically to continue working. The Company will electronically offer VE to each Flight Attendant, and each Flight Attendant will respond with an accept or reject. The Lead/Number 1 Flight Attendant will be the contact to follow up on responses regarding the offer to extend. Any crewmember(s) who wishes to extend may call Crew Scheduling to request initiation of the process provided maximum duty limitation is expected to be exceeded. A Flight Attendant who voluntarily agrees to work past eighteen (18) hours may be required to work up to a maximum of nineteen (19) hours and shall receive pay as detailed below. Once the Flight Attendant has agreed to extend up to one (1) hour, such agreement may not be rescinded.
  - i. A Flight Attendant who voluntarily agrees to remain on duty for more than eighteen (18) hours shall receive pay for the duty period at a rate of two hundred percent (200%) including premiums and credit at one hundred percent (100%) for the entire duty period. The flight can operate with the FAR-required minimum crew if some of the crew chooses not to fly.
  - ii. Once a Flight Attendant agrees to exceed the maximum duty limitations, the Flight

Attendant will receive the two hundred percent (200%) pay specified above, even if the duty limitations are not exceeded. In such circumstances, the rest provisions contained in Paragraph H and I, will apply at the end of the extended duty period.

- c. Such flight requiring an operational fuel landing shall be operated using the eighteen (18) hour on-duty limitation.
4. Extended Long Range Duty Period

In any on-duty period containing one (1) scheduled International segment of over fourteen (14) hours and fifteen (15) minutes block, a Flight Attendant may be scheduled to remain on-duty for a period not to exceed sign-in time, plus the scheduled flight time of the trip, plus de-brief, with a maximum scheduled on-duty time of twenty (20) hours. In no case will a Flight Attendant be required to remain on duty in excess of an amount of time equal to the originally scheduled duty period maximum plus three (3) hours.

A duty period containing International flying will consist of no more than one (1) scheduled non-stop flight leg. The flight is considered "non-stop" even if a stop is made for operational reasons.

Example:

A duty period containing an extended-long-range International flight leg of sixteen (16) hours will have:

- a. A scheduled on-duty period (including sign-in and de-brief) of seventeen (17) hours and forty-five (45) minutes;
- b. An actual on-duty limit duty-period of seventeen (17) hours and forty-five (45) minutes plus three (3) hours (includes any operational fuel landing).
5. An electronic method will be provided for processing the voluntary extension of the duty period contained in Paragraph D.1 and 3.

## **E. INTERNATIONAL FLYING - REPORT AND RELEASE FROM DUTY**

### **1. IPD Report to Release Period**

IPD flights require a report for duty of one (1) hour and fifteen (15) minutes prior to scheduled departure and continuing until such Flight Attendant is released from duty thirty (30) minutes after block-in time of the last flight segment, or scheduled arrival, or actual release time, whichever is later. If the originating flight is a Domestic or NIPD segment, the report time for duty is reduced to one (1) hour and if the terminating flight is a Domestic or NIPD segment, the release from duty is fifteen (15) minutes after block-in for Domestic and thirty (30) minutes after block-in for NIPD.

Example:

<u>Report For Duty</u>	<u>Routing Path</u>	<u>Release From Duty</u>
1:15	DFW-LGW-DFW	:30
1:00	PHL-CLT-LGW-CLT-PHL	:15
1:00	ORD-DFW-LGW-CLT-(RON)	:30

### **2. NIPD Report to Release Period**

NIPD flights require a report for duty of one (1) hour prior to scheduled departure and continuing until such Flight Attendant is released from duty thirty (30) minutes after block-in time of the

last flight segment, or scheduled arrival, or actual release time, whichever is later. If the terminating flight is a Domestic segment, the release from duty is reduced to fifteen (15) minutes after block-in.

Example:

<u>Report For Duty</u>	<u>Routing Path</u>	<u>Release From Duty</u>
1:00	DFW-CUN-DFW	:30
1:00	PHL-CLT-SJU-CLT-PHL	:15
1:00	ORD-DFW-SJO-CLT-(RON)	:30

## F. INTERNATIONAL ON-BOARD REQUIREMENTS

1. On an IPD segment, a Flight Attendant will be required to be onboard the aircraft ready to receive the passengers at fifty (50) minutes prior to scheduled departure.
  - a. The Company may decrease the above time to a minimum of forty-five (45) minutes provided the Company provides sixty (60) days' notice to the APFA and Flight Attendants.
  - b. Once decreased, the Company may subsequently increase the on-board requirement to a maximum of fifty (50) minutes. The Company must provide sixty (60) days' notice to the APFA and Flight Attendants.
2. On an NIPD segment, a Flight Attendant will be required to be onboard the aircraft ready to receive the passengers at forty-five (45) minutes.
  - a. The Company may decrease the above time to a minimum of forty (40) minutes provided the Company provides sixty (60) days' notice to the APFA and Flight Attendants.
  - b. Once decreased, the Company may subsequently increase the on-board requirement to a maximum of forty-five (45) minutes. The Company must provide sixty (60) days' notice to the APFA and Flight Attendants.
3. On a Domestic segment, a Flight Attendant will be required to be onboard the aircraft ready to receive the passengers pursuant to Hours of Service, Section 11.M.
4. The Company will publish and maintain any changes to on-board requirements as specified above in a location readily accessible to Flight Attendants, such as the monthly bid sheet.

## G. DUTY PERIODS

A duty period containing IPD flying shall be limited to:

IPD flying only; or

IPD flying plus one (1) additional operating or deadheading segment of any type preceding or following the IPD segment.

## H. REST PERIODS AT HOME BASE STATION (Calculated from release from duty to report for duty)

1. A Flight Attendant shall be scheduled for no less than twelve (12) hours rest at their home crew base immediately following a non-IPD duty period. This twelve (12) hour rest period may be reduced by the Company two (2) hours in actual operations.

2. A Flight Attendant shall be provided no less than fourteen (14) hours and thirty (30) minutes rest at their home crew base immediately following an IPD duty period\*, except as follows:
  - a. A Flight Attendant shall be provided no less than thirty-six (36) hour rest at their home crew base immediately following a trip sequence containing one International segment with a duration in excess of twelve (12) hours, but not more than fourteen (14) hours and fifteen (15) minutes.
  - b. A Flight Attendant shall be provided no less than forty-eight (48) hours at their home crew base immediately following a trip sequence containing one International segment with a duration in excess of fourteen (14) hours and fifteen (15) minutes.

\*A Flight Attendant shall be provided no less than fourteen (14) hours and thirty (30) minutes rest at their home crew base immediately following a duty period that includes a segment to/from Hawaii which exceeds six (6) hours block.

3. A Flight Attendant may, at the Flight Attendant's option, waive the rest provisions of Section 14 in home base subject to the flight time limitations of the FARs and to Scheduling, Section 10. The rest provided for in Paragraph H.2.b may only be waived to a minimum of twenty- four (24) hours.

#### **I. LAYOVER REST PERIODS**

1. A Flight Attendant on a non-IPD duty period shall be scheduled for no less than ten (10) hours of rest (calculated from release from duty to report for duty) while on a layover which may not be reduced. In actual operations eight (8) hours "behind the door" minimum rest is required. If the minimum rest of eight (8) hours "behind the door" cannot be met in the actual operation of a trip sequence, the crew upon reaching the layover hotel should contact the Company directly to reschedule the crew.
2. A Flight Attendant on an IPD duty period shall be provided no less than fourteen (14) hours layover rest (calculated from release from duty to report). A Flight Attendant who reports for duty and fails to depart the station will be scheduled for no less than ten (10) hours rest. A Flight Attendant on a duty period which exceeds six (6) hours block with a layover in Hawaii shall be provided fourteen (14) hours layover, calculated from release to report.
3. As an exception to the layover rest specified in Section 14, the APFA and the Company may agree to shorter layover rest to allow certain high value sequences, e.g., DFW-EZE, MIA-CNF, and JFK-GRU 'rockets.'

#### **J. FOREIGN CREW BASE**

##### **1. Definition**

A foreign crew base is a Flight Attendant base located outside of the fifty (50) United States. All foreign crew bases shall be common crew bases for Flight Attendants and Pilots unless the Company establishes a cargo-only foreign pilot base that does not operate passenger revenue flights.

##### **2. Written Notice**

The Company will give the APFA at least ninety (90) days written notice of its intent to open a foreign crew base. Foreign crew base positions will be available for bid and awarded by system seniority. Flight Attendants awarded and/or assigned to foreign crew bases shall be covered by all terms of the Agreement and the Railway Labor Act. The Company shall not claim in any

arbitration or court proceeding that the Flight Attendants are not covered by the Agreement and the Railway Labor Act.

3. Foreign Crew Base Allowance

In the event the Company seeks to establish a foreign crew base, the parties recognize that the establishment of a foreign crew base raises important issues of housing allowances, tax protection, cost of living differentials, currency exchange rates and other matters which are extremely technical. Therefore, in view of the importance of such issues to Flight Attendants who may consider submitting bids for a foreign crew base, the parties agree:

- a. to mutually explore elements to be included in a foreign crew base allowance, taking into consideration the experience of other Flight Attendant groups;
- b. that, if possible, a foreign crew base allowance, to include the agreed elements will be mutually agreed to prior to the posting of a crew base bid for such foreign crew base. In the event of failure to agree, the issue will be decided by expedited interest arbitration pursuant to Dispute Resolution and Grievance Procedures, Section 30;
- c. that the foreign crew base allowance, once established, will be retroactive and will be updated regularly to account for changed conditions.

**K. TRAINING**

1. A Flight Attendant must be trained for IPD Flying and current in such training to fly IPD trips. A Flight Attendant must attend required IPD training on the dates such training has been scheduled. Notwithstanding the above, if a Flight Attendant is unable to attend such training, such Flight Attendant will be scheduled for different training dates.
2. If the Flight Attendant completes training prior to the start of the bid period, the Flight Attendant shall be eligible for International premium pay, if applicable, at the start of the bid period.
3. If the Flight Attendant is available to attend training prior to the start of the bid period and the Flight Attendant has IPD trips scheduled in their line but the Company cannot offer IPD training and/or training on the Company's IPD aircraft prior to the start of the bid period, such Flight Attendant will be eligible for all international premiums, if applicable, for the Domestic flying the Flight Attendant does after the start of the bid period.
4. If the Flight Attendant is not available to attend training until after the start of the bid period and the Flight Attendant has IPD trips scheduled in their line, the Flight Attendant may be required to fly Domestic sequences until awarded/assigned IPD training and/or training on the Company's IPD aircraft. Such Flight Attendant shall be eligible for all international premiums, if applicable, after the earlier of the completion of training or the sixteenth (16<sup>th</sup>) day after becoming available to attend training.
5. A Flight Attendant awarded or assigned a position on an IPD sequence(s) via PBS, TTS, or ETB shall be required to successfully complete the initial IPD service and procedure training and any required aircraft training. Premiums will be paid as outlined in Paragraph K.3 or K.4.

**L. PURSER**

The Lead/Number 1 position Flight Attendant shall be designated as the Purser on IPD flights.

1. In addition to regular Flight Attendant duties, a Flight Attendant holding the position of Purser shall be responsible to Inflight Management to ensure compliance among their crew for relevant Company policies and procedures during all phases of flight including:

- a. Leading and directing in-flight crews in the proper delivery of all scheduled in-flight services;
- b. Communicating and coordinating with appropriate support service departments and Flight Attendants, e.g., act as a liaison between Premium Services and customers;
- c. Attempting to ensure prompt and correct compliance with management's instructions;
- d. Conducting pre-flight briefings for all Flight Attendants in the crew at the beginning of each trip sequence and as necessary thereafter;
- e. Coordinating and directing pre-flight and in-flight duties of all Flight Attendants assigned to the flight, including the reassignment of a crew member's working position as needed to accomplish a required service;
- f. Completing forms, reports and other paperwork as required;
- g. Communicating safe work habits to the Flight Attendants assigned to the flight;
- h. Immediately reporting hazardous conditions, unsafe practices, and improperly functioning tools and equipment to the captain and/or management as appropriate;
- i. Ensuring customer needs, concerns and requests are met;
- j. Actively participating in the resolution of in-flight problems or concerns reported by customers and/or Flight Attendants; and,
- k. The Purser will not issue discipline, conduct uniform checks or perform any duties normally performed by a supervisor.

## 2. Filling of Purser Vacancies

In order to provide coverage for flights on which Purasers are required, the Company shall determine the number of Flight Attendants required to be qualified as Purasers at each base, as follows:

- a. On a yearly basis, operational requirements shall be determined by dividing the projected number of aircraft hours for the flights on which Purasers are required by the average line value.
- b. The Flight Attendants qualified as Purasers shall include a minimum of one hundred and fifty percent (150%) above the operational requirements.
- c. In addition to the requirements specified in Paragraph L.2.b, the Company agrees to offer Purser training classes to accommodate a minimum of one hundred (100) Flight Attendants per year. This annual training class requirement is in addition to any base-specific Purser training classes needed to meet the operational requirements during the year pursuant to Paragraphs L.2.a-b above.
- d. The Purser position will not create a vacancy in a base. To bid into the Purser program a Flight Attendant must be in the base of the Purser position or transferring into the base, pursuant to Filling of Vacancies, Section 22, concurrently with the Purser posting.
- e. A Flight Attendant awarded a Purser vacancy must remain in the Purser program for a minimum of six (6) months. A Flight Attendant will remain in the Purser program until they

opt out of the program. A Flight Attendant may resign from the Purser program by providing a three (3) month advance notice. Such resignation shall become effective if not rescinded by the Purser during the first thirty (30) days following the written notice.

### 3. Eligibility and Selection Criteria

To be eligible to bid into the Purser program, a Flight Attendant, including a qualified foreign language speaker, must meet the following criteria:

- a. Have a minimum of eighteen (18) months of active service as a Flight Attendant; and,
- b. Be projected to be available for active flight status by the commencement of the training process; and,
- c. Have completed or be willing to complete all required qualification training specific to IPD flying; and,
- d. A Flight Attendant who is on the second stage of discipline will be ineligible to bid into the Purser program until the second stage of the discipline is removed from their file pursuant to General, Section 37.O; and,
- e. Must successfully complete an objective examination/assessment developed by the Company and reviewed by the APFA, and may include other objective components, e.g., leadership assessment testing.

### 4. Training and Maintaining Qualifications

- a. The Company shall offer Purser qualification training to those individual Flight Attendants who have been awarded Purser positions pursuant to the provisions for scheduling training specified in this Agreement. All Purser training shall be conducted in accordance with Training, Section 29.
- b. The Company will design and administer the Purser qualification training and will set the standards for completion of training with review and input from the APFA. The Company may, from time to time, revise the training program and standards for completion.
- c. Training for Flight Attendants selected for the Purser position will be provided at reasonable intervals, but not less than once a year.
- d. A Flight Attendant who does not successfully complete the Purser qualification training shall be eligible to bid for Purser qualification training concurrent with the next cycle of Purser training, provided such training date is no sooner than six (6) months from the Flight Attendant's original date of the Purser qualification training.
- e. In order to maintain Purser qualifications a Flight Attendant must:
  - i. As required, successfully complete any required Purser Recurrent training;
  - ii. Complete any other training associated with a Purser flight assignment successfully;
  - iii. A Flight Attendant who is on the final stage of discipline prior to termination will be ineligible to remain in the Purser program until the discipline is removed from their file pursuant to General, Section 37.O;
  - iv. Must accumulate at least one hundred and fifty (150) paid Purser hours, exclusive of vacation and sick pay, each calendar year. A Flight Attendant who fails to achieve this

requirement at no fault of their own (i.e., adequate bidding but insufficient seniority to hold Purser monthly bid position) will be considered to have met their obligation. A Purser who does not achieve the participation level will lose their Purser qualification effective the first day of the contractual month of March. Such Purser will be eligible to reapply to the program effective one (1) year following the date of disqualification.

- f. When more than one (1) Purser qualification or requalification class is being offered in a year, the classes shall be offered in a minimum of two (2) months.

5. Scheduling

a. Monthly Bid and Award Process

- i. The PBS bidding process shall be utilized in the determination of a Purser qualified Flight Attendant's bid and award. Such award shall be made on the basis of the Flight Attendant's seniority at their base, subject to the following:
  - (a) The PBS system shall ensure that all Purser flying is awarded or assigned in the monthly bid process;
  - (b) Purser flying will be awarded to Purser qualified Flight Attendants who bid for such sequence(s) in the PBS system on the basis of seniority and the global constraints of the PBS system. If insufficient Purser qualified Flight Attendants bid for Purser designated sequences, the PBS system will assign to junior Purser qualified Flight Attendants on the basis of seniority and the global constraints of the PBS system.
- ii. No Purser specific Reserve lines will be awarded.

b. Line Adjustments

- i. In the event a Purser designated sequence becomes available after the PBS award, such sequence shall be posted in open time as a Purser designated sequence available for pick-up or trade by a Purser qualified Flight Attendant.
- ii. Such Purser designated sequence shall remain in Open Time until it has been awarded to a Purser qualified Flight Attendant through TTS. In the event the sequence is not awarded through TTS or the Post-TTS Daily process to a Purser qualified Flight Attendant, such sequence will be processed as a non-Purser designated sequence through Post-TTS Daily Processing or Reserve Processing. However, if such sequence is awarded to a Purser qualified Flight Attendant during this process, the Flight Attendant shall be entitled to the Purser premium.
- iii. Position determination for a Purser designated sequence awarded through Post-TTS Daily Processing or Reserve Processing, shall be offered as follows:
  - (a) In the event there are no Purser qualified Flight Attendants on the flight, the Purser position shall be changed to a Lead/Number 1 Flight Attendant position and filled in accordance of Scheduling, Section 10; and the Flight Attendant working the Purser position shall receive Purser pay;
  - (b) In the event there is one (1) Purser qualified Flight Attendant on the flight, they shall fill the Purser position;
  - (c) In the event there are two (2) or more Purser qualified Flight Attendants on the flight, the Purser position shall be offered first in seniority order and then assigned in reverse seniority order;

- (d) A probationary Flight Attendant shall not be assigned to the Purser position. When the entire crew of Flight Attendants is probationary Flight Attendants, the most senior Flight Attendant shall assume the Lead/Number 1 Flight Attendant position.
- c. The provisions of TTS, ETB and Sequence Trades through Crew Scheduling as found in Scheduling, Section 10, shall apply to Purser qualified Flight Attendants except that a Purser qualified Flight Attendant may not trade a Purser designated sequence for a non-Purser designated sequence unless the Flight Attendant is trading a Purser designated sequence with another Purser qualified Flight Attendant. The Flight Attendant may drop a Purser sequence into open time assuming the transaction meets the TTS processing rules specified in Scheduling, Section 10.
- d. Rescheduling of Flight Attendants shall be made in accordance with the provisions of Scheduling, Section 10.J.

## 6. Vacations

A Purser qualified Flight Attendant shall be eligible to bid in accordance with their seniority at their base from the base's general vacation allocation pool in accordance with the provisions of Vacation, Section 8.

## M. GENERAL

### 1. Deadheading

- a. Flight Attendants on International flights shall deadhead as specified in Deadheading, Section 16.
- b. When a Flight Attendant is deadheading on a flight at the commencement or termination of an International service, the Company will provide the Flight Attendant a connect time no less than the minimum connect time required for revenue customers, plus fifteen (15) minutes.

### 2. Passports

The Company will reimburse a Flight Attendant for the cost of passport renewal, passport photos, visas, inoculations and the charge for expediting service for passports and visas in those crew bases where passports and visas may be required. The Company will provide positive space travel or reimburse for mileage for a Flight Attendant who drives to a passport office provided such location is the closest in proximity to the Flight Attendant's crew base or residence. The Company shall reimburse any necessary cab fare between an airport or layover hotel and a passport/visa office. Any other associated expenses will be reviewed on an individual basis.

### 3. Duty Free

In the event the duty free commissions are not paid, Flight Attendants shall not be required to sell duty free items.

### 4. Medical Care

- a. A Flight Attendant who becomes sick or injured on an International trip shall be provided positive space travel in accordance with Sick Leave, Section 9.F. If necessary, the Company will provide and pay for layover accommodations until the Flight Attendant is able to travel. Transportation will be provided between the hotel and the airport. The terms and

conditions of such positive space travel shall be in accordance with Company policy. The policy regarding travel for ill or injured Flight Attendants shall be no less favorable than the policy afforded to pilots.

- b. A Flight Attendant, covered under American Airlines benefit plans, who requires emergency medical care while traveling on a sequence or Company business outside of the United States will receive the same level of coverage as if the care occurred in the United States. Medical treatment should be obtained in accordance with established policies and procedures and coordinated through the Flight Attendant's International medical coordinator. If the illness or injury is determined to be occupational in nature, medical treatment should be obtained in accordance with established policies and procedures and coordinated through the Workers' Compensation provider. The medical benefits provider will provide an international toll-free telephone number and such number shall be listed on the health insurance card. The Flight Attendant shall not be required to advance payment for the medical treatment except to the extent there are co-payments, deductibles or co-insurance amounts that may apply. The Company shall provide such Flight Attendant transportation between the hotel or airport and the recommended medical facility. Emergency medical transportation, i.e., ambulance, will be provided in accordance with the Flight Attendant's applicable medical benefits.

## 5. Hostilities

Unless prohibited by a governmental agency, the Company shall promptly notify the APFA National President upon receipt of information regarding hostilities, terror threats, political disruptions or natural disasters that may present a danger to the safety of Flight Attendants at stations into which they are required to fly. At the request of the APFA National President, the Company shall meet and review the impact that such hostilities or disruptions may have on Flight Attendants and notify the affected Flight Attendants.

## 6. Luggage

If a Flight Attendant checked luggage is lost or damaged while they are on an International sequence, the Flight Attendant shall be subject to the policy regarding lost luggage applicable to revenue passengers. An advance of up to two hundred and fifty dollars (\$250.00) will promptly be made available to a Flight Attendant under these circumstances. Such advance will be converted to the equivalent foreign currency applicable to the location. Should the Flight Attendant's luggage be recovered, the Flight Attendant will return such advance funds less any amounts expended to replace their lost property while such property was lost.

## 7. Location Delay Incentive

When a Flight Attendant is delayed departing from an IPD station for more than ten (10) hours from the scheduled departure time for reasons such as mechanical or failure of an inbound aircraft to arrive, the Flight Attendant shall receive an incentive of an additional five (5) hours of pay and credit, including all premiums in addition to the value of the trip. Once the delay is twenty-four (24) hours or greater, an additional five (5) hours, including all premiums, will apply for each subsequent twenty-four (24) hours or fraction thereof. Once the crew reports for a delayed departure of twenty-four (24) hours or greater and the flight departs early or the door closes prior to the twenty-four (24) hours, the five (5) hours will not be rescinded. Should greater pay protection be provided through Illegal Through No Fault, Last Trip of the Month or Crew Substitution, the provisions of Paragraph M.7 may be waived to accept the greater pay protection.

## SECTION 15 - FOREIGN LANGUAGE SPEAKER

### A. STAFFING

1. The maximum number of required foreign language speaking Flight Attendants (Speakers) shall be as follows:

Aircraft Type	Number of Speakers	
	Aircraft with <50 BC seats	Aircraft with $\geq$ 50 BC seats
Narrowbody *	Up to 1 per flight	
Widebody/Dual aisle with < 200 main cabin seats**	Up to 2 per flight	Up to 1 in the premium cabin, Up to 1 in main cabin
Widebody with $\geq$ 200 main cabin seats**	Up to 3 per flight	Up to 1 in the premium cabin, Up to 2 in main cabin

\*As an exception, in the event a charter or scheduled segment with group bookings where the majority of customers have been identified as foreign speaking, the Company may require two (2) Speakers.

\*\*As an exception, in the event a scheduled segment to/from or within Asia, the Company may require one (1) additional Speaker.

2. A Purser is not prohibited from serving in a required Speaker position.
3. Required Speakers are restricted from serving in a galley position. The Company may make exceptions to this restriction.
4. On any International trip sequence to more than one (1) destination which contains more than one (1) destination requiring a language of destination Speaker, at least one (1) language of destination Speaker may be assigned for each such destination.

### B. LANGUAGE LOCK-IN

1. A Flight Attendant awarded or assigned to a crew base on the basis of their language qualification, may be required to remain at such base for a period of six (6) months from the effective date of assignment or transfer.
2. A Flight Attendant who possesses a foreign language qualification and who is assigned or proffers to a crew base within one (1) year of date of hire which requires their qualification may be required to remain at such crew base for a period of one (1) year from the effective date of assignment or transfer.
3. In the event a Flight Attendant is awarded a mutual transfer, such lock-in will be assumed by the Flight Attendant to the base requiring the language qualification.

### C. LANGUAGE PAY

On a flight where a specific foreign language qualification is required by the Company, all Flight Attendants who possess such language qualification shall be paid in accordance with Compensation, Section 3.J.

### D. PBS AWARDS

1. Speakers will follow the Reserve rotation specified in Section 12.A except as provided herein.

If the Company determines there are an insufficient number of Speaker Lineholders available in a language, then Speakers in seniority order who bid off of Reserve will be converted to a Speaker Lineholder. If an insufficient Speaker Reserves bid to be Lineholders, assignments will be in inverse order of seniority.

2. Each bid period, the Company shall identify the designated Flight Attendant sequences and number of positions per aircraft to be filled by Speakers in accordance with Paragraph A. The required language(s) for the designated sequence will be identified in the Speaker package, PBS system, TTS/UBL, ETB, ROTA and ROTD.
3. Sequences containing Speaker flying will be awarded at the applicable crew base on a seniority basis utilizing the PBS system as provided in Scheduling, Section 10.D. Such sequences will be available for bid only at those base(s) designated by the Company. Speaker sequences will be awarded to Speakers in seniority order in their language. A Speaker may construct a line containing Domestic, IPD and NIPD sequences in their speaker language(s).
4. In the event there are insufficient Speaker qualified bidders for any trip sequence(s) requiring Speakers during the monthly bidding process, the Company may assign the junior qualified Speaker(s) to such trip sequence(s) in inverse order of seniority.
5. A Speaker Lineholder may be awarded non-Speaker sequences in their line consistent with the Flight Attendant's seniority provided the PBS solution can distribute substantially all Speaker trips to Speaker Lineholders.
6. A Speaker Lineholder selecting the High Option in PBS, will be awarded Speaker sequences above the regular line maximum as established in Scheduling, Section 10. However, the Flight Attendant, when being processed with non-Speaker in PBS may select the High Option for non-Speaker sequences.
7. Only Speaker Lineholders may be awarded Speaker sequences in PBS. Remaining Speaker sequences will be distributed pursuant to Paragraph E.
8. On any trip sequence to more than one (1) destination or a destination which requires more than one (1) language of destination, at least one (1) Speaker may be assigned for each such destination.
9. A Flight Attendant with multiple language qualifications may be awarded or assigned trip sequences in any language for which they are qualified up to the maximum number allowed by the PBS system.
10. Speakers awarded sequences above the maximum complement shall be awarded positions in accordance with the provisions of Seniority, Section 20.

**E. AWARDS OF SPEAKER SEQUENCES THROUGH TTS AND UBL AND AWARDS/ASSIGNMENTS THROUGH ROTA AND ROTD**

1. TTS Drop/Pick up Transactions (Speaker and Speaker/Purser if applicable)  
A Speaker may use TTS to conduct Drop/Pick up transactions as follows:
  - a. Dropping a Speaker sequence to pick up a Speaker sequence;
  - b. Dropping a non-Speaker sequence to pick up a non-Speaker or a Speaker sequence;
  - c. TTS transactions will be processed in accordance with Scheduling, Section 10.E, however

percentage limitations restricting drops will be calculated from Speaker sequence days for Speaker sequence drops and non-Speaker sequence days for non-Speaker sequence drops.

- d. Sequences dropped using TTS will be processed in accordance with Scheduling, Section 10.E, however, percentage limitations restricting drops will be calculated from Speaker sequences only.
- e. Only Speakers may pick up Speaker sequences from Company time in TTS.
- f. A Speaker may use TTS to add any sequences (Speaker or non-Speaker) after their original line award.

2. UBL, ROTA and ROTD Processing

- a. Open Speaker sequences not covered in TTS will be covered in UBL, ROTA and ROTD by a Flight Attendant as follows:
  - i. Process as Speaker; or
  - ii. If no award, process as Speaker only in ROTA or ROTD; or
  - iii. If no award, process as non-Speaker in UBL; or
  - iv. If no award, process as non-Speaker in ROTA or ROTD
- b. Open Purser/Speaker sequences not covered in TTS will be covered in UBL, ROTA, and ROTD by a Flight Attendant as follows:
  - i. Process as Purser/Speaker; or
  - ii. If no award, process as Purser only; or
  - iii. If no award, process as Speaker only; or
  - iv. If no award, process as Speaker only in ROTA or ROTD; or
  - v. If no award, process as non-Speaker/non-Purser in UBL; or
  - vi. If no award, process as non-Speaker/non-Purser in ROTA or ROTD
- 3. Speaker requirements will be established daily for RAPS based on language requirements and days of reserve availability. The number of Speakers required for a RAP will be based on the projected need to cover speaker positions on that RAP.
- 4. A Speaker may be bypassed for a non-Speaker flying assignment as a result of their foreign language qualification or days of reserve availability until the start of their RAP.

**F. POST LINE AWARDS ADJUSTMENT (ETB)**

- 1. A Speaker Lineholder may use the ETB to add any sequences (Speaker or non-Speaker) after their original line award. A Speaker Reserve may use ETB to add sequences (Speaker or non-Speaker) on days off or once released into days off.
- 2. When using ETB, a Speaker may only trade a Speaker sequence with another Speaker qualified in the designated language for that sequence. A Speaker may trade their sequence

with a non-Speaker Flight Attendant provided the minimum number of Speakers is staffed in accordance with Paragraph A.

#### **G. GENERAL**

1. Charters requiring a Speaker will be bid and awarded in accordance with the provisions of Charter, Section 18.
2. The Company system developed to identify those Flight Attendants who have successfully qualified for the Speaker program for reference in bid awards and sequence assignments will not be used, construed, or interpreted to establish separate seniority lists or permanent position assignments. A Flight Attendant who has successfully qualified in more than one (1) Speaker category will have each Speaker identifier likewise placed by their name.

#### **H. LANGUAGE PROFICIENCY**

1. A Flight Attendant must receive a minimum language skills' rating as established by the Company to retain their foreign language qualification. The Company may schedule a language assessment test for any Flight Attendant qualified in a foreign language to determine their level of proficiency in their designated language. The assessment will be designed by an independent outside vendor. A Flight Attendant who does not achieve and maintain the minimum language skills rating will lose their qualification. A Flight Attendant who passes the test will not be retested for at least two (2) years.
2. If a Flight Attendant fails the Company-approved proficiency test, but achieves a rating one (1) level below the minimum passing score, they shall be given one (1) opportunity of re-testing within a sixty (60) day time frame from the original test date at Company expense. If the Flight Attendant fails the second proficiency test, they may retake the proficiency test at their own expense.

#### **I. EDUCATION**

1. A Flight Attendant will be reimbursed for foreign language courses in accordance with the Corporate Tuition Reimbursement Program.
2. In the event the Corporate Tuition Reimbursement Program is not available, discontinued or diminished below the amount in effect on the date of ratification, in lieu of the Corporate Tuition Reimbursement Program, a Flight Attendant will be eligible for foreign language tuition reimbursement in an amount up to one thousand dollars (\$1,000.00) per year provided the following requirements are met:
  - a. Courses must be taken at an educational institute or language learning program approved in advance by the Company. Berlitz or Rosetta Stone do not need to be approved in advance by the Company.
  - b. The Flight Attendant must successfully complete the course, pass the language proficiency test, and be awarded a foreign language speaking position.

#### **J. ADVANCE NOTICE OF LANGUAGE PROFFER**

When the Company is aware that additional Speakers are required at a crew base, every attempt shall be made to post notice of the upcoming language proffers as far in advance as possible.

## **K. NEW LANGUAGE**

In addition to the language requirement specified in Paragraph B, the Company has the right to specify a language of destination. On routes requiring a foreign language, the language shall be determined as the official national language of the country. Whenever the Company requires Speakers on International flights, Flight Attendants will, on a voluntary basis, be given the opportunity to take a qualifying examination, administered at Company expense, by an outside language expert(s) as determined by the Company.

## **L. LANGUAGE RESIGNATION PROFFERS**

### **1. Annual Language Resignation Proffer**

The Company will proffer system-wide notice of language resignations on September 1<sup>st</sup> of each year. The deadline to proffer a language resignation will be September 30<sup>th</sup>, with resignations effective with the November contractual month. The Company will establish the number of language qualified Flight Attendants who will be permitted to resign a language qualification according to operational needs, however, the number will be between two and one-half percent (2.5%) and five percent (5%) of the qualified Flight Attendants in each language at each base. Additionally, a Flight Attendant desiring to resign a language must have seven (7) or more years of occupational seniority and may not be serving a language lock-in. Language resignation proffer awards will be made in seniority order, by base, from among those proffering Flight Attendants with seven (7) or more years occupational seniority and who are not serving a language lock-in. The Company may restrict Flight Attendants from dropping their foreign language qualification(s) by specific language qualification if any of the following apply:

- a. No Flight Attendants qualified in such language have been hired in the twelve (12) months preceding the month in which the Language Drop Proffer would occur; or
- b. The Company can demonstrate on-going unfilled vacancies in such language.

### **2. Standing Language Resignation Proffer**

A standing language resignation list will be established by the Company and will be updated by those Flight Attendants desiring to resign a specific language qualification. The placement by a Flight Attendant of their name on a standing resignation list in no way alters the minimum requirements (e.g., minimum seniority, lock-in status) necessary to be awarded a language resignation.

### **3. Additional Language Resignation Proffers**

The Company may, at its option, proffer additional language resignations, from time to time, at specific bases. These additional proffers will be posted for a minimum of twenty-one (21) days, with resignations effective with the contractual month following the proffer awards. The Company will establish the number of language qualified Flight Attendants who will be permitted to resign a specific language qualification at a specific base according to operational needs. Language resignation proffer awards will be made in seniority order from among those proffering Flight Attendants with seven (7) or more years of occupational seniority and who are not serving a language lock-in.

## **M. PROVISIONS IN CONFLICT**

In the application of Section 15, other provisions of this Agreement in conflict, or to the contrary, shall not apply, with the exception of Appendix S, The Foreign National Agreement, which shall control when the provisions of Appendix S are in conflict with the provisions of Section 15.

## **SECTION 16 - DEADHEADING**

- A. A Flight Attendant required by the Company to deadhead shall receive full pay and credit based on scheduled block time or actual flight time, whichever is greater. Additionally, all premiums will apply to the deadhead.
- B. A deadheading Flight Attendant shall be entitled to Per Diem as set forth in Expenses, Section 4.
- C. A deadheading Flight Attendant will be provided positive space authorization for both scheduled and unscheduled deadheads.
  - 1. When a Flight Attendant is on an unscheduled deadhead for the purpose of covering a flying assignment, the Flight Attendant will be booked on the next scheduled flight on American Airlines or on a carrier whose inventory is controlled by the Company.
  - 2. As an exception, if a Flight Attendant is on an unscheduled deadhead and returning on their last leg of the sequence, the Flight Attendant will be booked on the next scheduled flight for which seats are available on either American Airlines or on a carrier whose inventory is controlled by the Company. The terms and conditions of such positive space travel shall be in accordance with Company policy. The policy regarding travel for ill or injured Flight Attendants shall be no less favorable than the policy afforded to pilots.
- D. In the event off-line air transportation is used for deadheading, a deadheading Flight Attendant shall be paid and credited in accordance with Paragraph A. Flight Attendants will be required to deadhead only on FAR Part 121 certificated scheduled air carriers.
- E. A deadheading Flight Attendant must be in uniform or wear the normal non-revenue attire applicable to the class of service, except the Flight Attendant may not wear shorts, undershirts, or t-shirts with slogans.

### **F. INTERNATIONAL DEADHEAD**

A Flight Attendant required to take a scheduled or unscheduled deadhead on an International flight will be provided a seat in the coach/economy section of the aircraft, unless upgraded to First/Business class in accordance with Paragraph J.5.

### **G. DEADHEAD TO FIRST LIVE LEG OF A TRIP SEQUENCE**

A Lineholder who is scheduled to deadhead on the first leg of a sequence may elect to be released from such deadhead and join the trip sequence at the first live leg. A Flight Attendant electing this option shall:

- 1. Notify Crew Scheduling at least two (2) hours prior to scheduled departure of the deadhead;
- 2. Notify Crew Scheduling by telephone until such time as electronic means are available, upon arrival at the downline station;
- 3. A Flight Attendant choosing to waive a deadhead to a layover city must advise the Crew Hotel Desk as soon as possible if the Flight Attendant needs the hotel room that was secured for them;
- 4. If the scheduled deadhead is to a layover city, then the Flight Attendant is also responsible for their own transportation to the layover hotel. The Flight Attendant will also be responsible for any additional hotel charges due to an early hotel arrival;

5. Be ready to receive passengers on the first live leg according to the provisions of Hours of Service, Section 11.M;
6. Be paid and credited for the deadhead as if the Flight Attendant had flown the original scheduled deadhead;
7. Be paid Per Diem and duty rig as if the Flight Attendant had flown the original scheduled deadhead; and,
8. Contact Crew Scheduling as soon as possible when encountering any unanticipated delays which would affect the Flight Attendant's arrival at the downline station.
9. A Reserve who has been released consistent with the parameters of Reserve Duty, Section 12, may utilize the provisions of Paragraph G.
10. The provisions of Paragraph G will also be made available to commuters if the actual flying portion of the trip sequence begins in the Commuter's Designated City, including SJU.
11. The provisions of Paragraph G will also be made available to commuters if the actual flying portion of the trip sequence begins at a station other than the Commuter's Designated City (as indicated in SABRE). The commuter will be provided with positive space travel under the same pass classification as the originally scheduled deadhead to the station where the actual flying portion of the trip sequence commences.
12. A Flight Attendant at a co-terminal with a deadhead leg(s) at sequence origination may request to have the deadhead originate at a different co-terminal. Such Flight Attendant should contact Crew Scheduling as soon as possible to make such a request. If the award/assignment was given through ROTA, the Reserve should contact Crew Scheduling no later than 2230 HBT on the day of assignment, except as provided in Section 12.J.4. If the award/assignment was given through ROTD, the Reserve should make their request at the time of the award/assignment. Crew Scheduling approval of Reserve requests will not be unreasonably withheld. Legalities and pay will be based on the originally scheduled deadhead.
13. A Flight Attendant who chooses to waive the deadhead to a layover city is also considered to have waived any required legal rest for that layover city.
14. Once Crew Scheduling has approved a waiver of deadhead on a particular trip sequence(s), the Flight Attendant may not subsequently trade or drop that trip sequence(s).
15. The provisions of Paragraph G.11 and G.12 will not apply if the scheduled deadhead is on offline air transportation (e.g., new service or seasonal start up). A sequence with scheduled offline air transportation may not be traded in ETB or TTS/UBL within forty-eight (48) hours prior to sequence report.
16. The provisions of Paragraph G will not apply to probationary Flight Attendants.
17. If a Flight Attendant who takes an alternate deadhead, as provided by the Company, from their commuter city or co-terminal is unable to be positioned for the first live leg due to a cancellation or delay, at the Flight Attendant's option, they will be split on to their original sequence or other offered flying unless Crew Scheduling determines it is impracticable to do so. If split on to the sequence or the offer of other flying is accepted, the Flight Attendant will be pay protected in accordance with 10.J.10. If the Flight Attendant is not split on to the original sequence or other flying, they will not be pay protected but will be able to pick up flying as provided for in Section 10 of this Agreement.

## H. DEADHEAD ON LAST LEG OF A TRIP SEQUENCE

A Lineholder scheduled to deadhead on the last leg of their trip sequence may choose not to take the deadhead. The Lineholder shall notify Crew Scheduling of their election to not take the deadhead following their last live leg debrief period but may book an alternative deadhead in accordance with the times established in Paragraph H.4, below. The notification of the choice not to take the deadhead will be by telephone until such times as an electronic means are available.

1. With Crew Scheduling's consent, a Reserve scheduled to deadhead on the last live leg of their sequence may choose not to take the scheduled deadhead, provided that is the Flight Attendant is available for their subsequent Reserve assignment.
2. A Flight Attendant who elects not to take a scheduled deadhead will be paid and credited for the originally scheduled deadhead portion as if the Flight Attendant had flown the deadhead. Per Diem and duty rig will be paid as if the Flight Attendant had flown the deadhead.
3. Legalities will continue to be based on the scheduled deadhead and a Flight Attendant shall not be required to request a duty limitation waiver to take an alternate deadhead. However, at their option a Flight Attendant who takes an earlier deadhead home to their crew base or co-terminal may contact Crew Scheduling after completion of the actual deadhead to have their legal at-home rest commence according to the actual deadhead flight(s). The Flight Attendant will become legal and available to pick up trips based on the conclusion of the new rest period following the earlier deadhead.
4. In addition to the applicable notification requirements in Paragraph H, a Flight Attendant may elect an alternative deadhead on either American Airlines or on a carrier whose inventory is controlled by the Company in accordance with the following:
  - a. **Return to a Different Co-Terminal:** If a Flight Attendant elects to change their terminating deadhead segment to a different co-terminal airport, the Flight Attendant may self-book after the sign-in of the sequence and up to sixty (60) minutes prior to departure of the requested deadhead. The requested deadhead may be on the same day as the last live leg and up to and including the day of the originally scheduled deadhead. The Flight Attendant will be provided the requested deadhead at the same priority as the original deadhead. A Flight Attendant who voluntarily requests to change the co-terminal of origination or termination will not be entitled to transportation; however, local agreements regarding transportation may apply.
  - b. **Return to Crew Base (earlier deadhead on same day as original deadhead):** If a Flight Attendant elects to return on an earlier deadhead to their crew base on the same day as the original deadhead, the Flight Attendant may stand by for the flight at their original deadhead priority. Alternatively, on the same day as the last live leg and up to sixty (60) minutes prior to departure of the requested deadhead, a Flight Attendant may elect to self-book an earlier deadhead. The Flight Attendant will be provided positive space travel in accordance with the Company Business Travel Policy on the same day as the last live leg on a flight(s) for which Company business travel seats are available.
  - c. **Return to Crew Base (when scheduled to layover prior to deadhead-only duty period):** If a Flight Attendant is scheduled to layover prior to a scheduled deadhead-only duty period, they may self-book an earlier deadhead after the sign-in of the sequence and up to sixty (60) minutes prior to departure of the requested deadhead. The requested deadhead may be on the same day as the last live leg and up to and including the day of the originally scheduled deadhead. If seats are available at the time of the request, the Flight Attendant will be confirmed for the requested deadhead. If seats are not available, the Flight Attendant may stand by for the flight at their original deadhead priority.

- d. **Return to Commuter City (on or before the same day as original deadhead):** If a Flight Attendant elects to return to their commuter city on a flight other than their originally scheduled deadhead, the Flight Attendant may self-book after the sign-in of the sequence and up to sixty (60) minutes prior to departure of the requested flight. The Flight Attendant will be provided positive space travel in accordance with the Company Business Travel Policy on the same day of the last live leg and up to and including the day of the originally scheduled deadhead.

Positive space travel will be limited to one (1) segment within the fifty (50) United States and Puerto Rico unless the trip sequence includes more than one (1) deadhead segment at termination. In no case will the positive space travel exceed the number of segments returning to base. For International flights, positive space travel will be limited to one (1) leg back to the fifty (50) United States and Puerto Rico.

- 5. A Flight Attendant scheduled to work the last segment of their trip sequence may trade with a Flight Attendant scheduled to deadhead on such flight, provided the Flight Attendants notify Crew Scheduling, and the flight will not take a delay to accomplish such change. Each Flight Attendant accepting the trade must be legal to accept such flight assignment. The Flight Attendant who was originally scheduled to work the flight will be paid as if they had worked such flight. If the Flight Attendant who is now scheduled to deadhead the last segment of their trip sequence elects to not take the scheduled deadhead, they will be paid in accordance with H.2.
- 6. A Flight Attendant who elects to take an on-line flight other than those alternative deadheads provided for in H.4, above (e.g. other locations or different days) shall travel on a space-available basis. The boarding priority for a Flight Attendant traveling on this space-available basis shall be in accordance with Company policy.

## I. SURFACE TRANSPORTATION

- 1. Except as provided in Paragraph I.2, a Flight Attendant required by the Company to surface deadhead between airports shall receive pay and credit for travel time in accordance with Paragraph A, which shall be determined by dividing the American Automobile Association miles between the applicable airports by forty (40). A Flight Attendant may request additional pay in cases of extraordinary delays during surface deadheads by submitting a pay exception form. However, in no instance will a Flight Attendant be credited with less time than a pilot for the same airport combination. Surface deadhead means:
  - a. Company required ground transportation of a Flight Attendant between two (2) airports without an intervening layover;
  - b. Company required ground transportation of a Flight Attendant between a hotel and an airport that is more than fifty (50) American Automobile Association miles apart; or
  - c. Company required ground transportation of a Flight Attendant between a hotel and an airport when the Flight Attendant flies into one airport and out of another.
- 2. A Flight Attendant required by the Company to surface deadhead between airports which are included in the Ground Transportation Chart below shall be paid and credited as provided in the chart and such times shall be used for purposes of duty time calculations. The Company shall meet and confer with the APFA regarding the applicable flight time credit for travel between airports in the same metropolitan area which are not included in the Chart. If the parties are unable to agree to the pay and credit, the matter shall be submitted to the System Board of Adjustment, Section 31, for a determination. The arbitrator's award shall govern any travel being grieved and all future instances of travel between the two (2) airports. However, in no instance will Flight Attendants be credited with less time than pilots for the same airport

combination.

City Pairs	Duty Time	City Pairs	Duty Time
LGA-JFK	1:30	ONT-LGB	2:00
LGA-EWR	1:30	SNA-LGB	1:00
JFK-EWR	2:00	DCA-BWI	1:15
MDW-ORD	2:00	DCA-IAD	1:15
LAX-LGB	1:00	IAD-BWI	1:45
LAX-BUR	1:15	SFO-OAK	1:00
LAX-ONT	2:15	SJC-OAK	2:00
LAX-SNA	2:00	SFO-SJC	1:00
BUR-SNA	2:15	DFW-DAL	1:00
BUR-LGB	1:30	MIA-FLL	1:45
ONT-BUR	2:00	TPA-PIE	1:00
ONT-SNA	1:15	FLL-PBI	1:00
MIA-PBI	2:00	SEA-BFI	:45

3. For the purpose of scheduling release, report and connection times, a surface deadhead will be treated as if it were a flight deadhead, including the normal report and release times applicable to the flight deadhead. A Flight Attendant may call Crew Tracking to revise their release time if the actual release exceeds the scheduled release time. Such additional time shall be used to adjust the Flight Attendant's rest and in calculating their trip and duty rigs.
4. All premiums and Per Diem will apply to surface transportation.
5. A Flight Attendant will not be required to drive a vehicle when surface deadheading. Only when alternate transportation is not available will a Flight Attendant be required to surface deadhead with passengers.

#### **J. BOARDING PASSES AND SEAT ASSIGNMENTS**

1. A deadheading Flight Attendant unable to obtain a boarding pass through self-service options may request a boarding pass at the gate.
2. At the time trip sequences are published, the Company shall book all scheduled deadheads in aisle and window seats, if available. However, in no case will such seat assignments be in non-reclining seats unless no other seats are available at the time of booking. Paragraph J is not intended to displace a passenger already holding a seat assignment when the scheduled deadhead seats are booked. The provisions of Paragraph J shall only apply to flights on which the Company provides advance seat assignments for passengers or deadheading flight crew members.
3. For deadheads that are not scheduled in advance, at the time of departure every effort shall be made to seat deadheading Flight Attendants in window and aisle seats, with reclining seats. This Paragraph is not intended to displace a passenger already holding a seat assignment or to preclude an agent from assigning a seat to a revenue passenger(s) prior to the arrival of a deadheading Flight Attendant to the gate.
4. A deadheading Flight Attendant may pre-board the aircraft provided the minimum number of Flight Attendants for the working crew is on board or board immediately if boarding has commenced. In the event overhead bins are full, a deadheading Flight Attendant in or out of uniform shall have their bag(s) valet checked. The bags shall be off loaded before checked baggage and brought to the aircraft door upon arrival.

A commuting Flight Attendant in or out of uniform occupying the jumpseat shall secure their luggage in an available overhead bin(s). If the luggage cannot be accommodated in the overhead bin(s), the Flight Attendant may valet check their crew luggage at the gate.

5. A deadheading Flight Attendant attired either in uniform or in accordance with the dress code required for First or Business Class non-revenue employee travel shall be eligible for upgrade from coach on a space-available basis in accordance with Company policy. In no case shall Flight Attendants requesting an upgrade have a less favorable boarding priority than other flight crew members.
- K. A Flight Attendant who becomes sick or injured on a trip and is unable to complete their trip will be provided positive space transportation to the Flight Attendant's crew base or residence on the next available flight on American Airlines or on a carrier whose inventory is controlled by the Company. At the request of the Company, a Flight Attendant may be required to obtain a medical release to travel, at the Company's expense, prior to returning to their crew base or residence. If the Flight Attendant is unable to fly, appropriate alternate ground transportation will be provided by the Company. The terms and conditions of such positive space travel shall be in accordance with Company policy. The policy regarding travel for ill or injured Flight Attendants shall be no less favorable than the policy afforded to pilots.
- L. After report and prior to release of the last working leg of the sequence, a deadheading Flight Attendant may be rescheduled to work the flight, instead of deadheading, if the Flight Attendant scheduled to work the flight is unavailable. If the deadheading Flight Attendant is required to work the flight instead of deadheading, the Flight Attendant will be provided the protections of Section 10.J.10, for the sequence. The opportunity to be rescheduled shall be offered to the Flight Attendants in seniority order. If insufficient Flight Attendants volunteer to be rescheduled, assignments will be made in inverse seniority.
- M. If Flight Attendants experience repeated difficulties associated with deadheading or surface transportation, the APFA may notify the Vice President of Inflight, or a designee, of the APFA's desire to convene an ad hoc Deadheading Committee comprised of Company and APFA representatives to investigate the perceived difficulties and report back to the Company and the APFA on the Committee's findings and recommendations, if any.

## SECTION 17 - CO-TERMINALS

A. CO-TERMINALS. "Co-terminals" as used in this Agreement shall mean:

1. Kennedy/Newark/La Guardia
2. O'Hare/Midway
3. Dallas-Fort Worth International Airport/ Love Field
4. Los Angeles/Ontario/Burbank/Long Beach/Orange County
5. San Francisco/Oakland/San Jose
6. Washington National/Dulles International/Baltimore-Washington International
7. Miami/Ft. Lauderdale/West Palm Beach

\*Ground transportation, if requested, will be provided from/to LAX for any operation involving sequences originating and terminating at the prescribed co-terminals.

"Co-terminals" shall mean two (2) or more airports serving the same metropolitan area. The Company will meet and confer with the APFA before adding a new co-terminal.

B. When a Flight Attendant is scheduled out of one (1) airport and into another airport serving the aforementioned co-terminal, such Flight Attendant will be paid and credited as specified below:

1. Co-Terminal Sequence Chart

Co-Terminal Sequence	Time	Co-Terminal Sequence	Time
LGA-JFK	1:30	ONT-LGB	2:00
LGA-EWR	1:30	SNA-LGB	1:00
JFK-EWR	2:00	DCA-BWI	1:15
MDW-ORD	2:00	DCA-IAD	1:15
LAX-LGB	1:00	IAD-BWI	1:45
LAX-BUR	1:15	SFO-OAK	1:00
LAX-ONT	2:15	SJC-OAK	2:00
LAX-SNA	2:00	SFO-SJC	1:00
BUR-SNA	2:15	DFW-DAL	1:00
BUR-LGB	1:30	MIA-FLL	1:45
ONT-BUR	2:00	FLL-PBI	1:00
ONT-SNA	1:15	SEA-BFI	:45
MIA-PBI	2:00		

2. Future Co-Terminal Sequences. The Company and the APFA will meet as necessary to agree on any other co-terminal sequences and corresponding times.

C. For the purpose of scheduling release, report and connection times, a surface deadhead will be treated as if it were a flight deadhead, including the normal report and release times applicable to the flight deadhead. A Flight Attendant may call Crew Tracking to revise their release time if the actual release exceeds the scheduled release time. Such additional time shall be used to adjust the Flight Attendant's rest and in calculating their trip and duty rigs. If pilots are provided greater pay and credit for transportation between co-terminals, such provisions will be extended to Flight Attendants.

D. All premiums and Per Diem will apply to such surface transportation.

- E. In the event that transportation is not available within the limits described in Paragraph F, and it is anticipated that such transportation will not be available to depart for a period in excess of four (4) hours, lodging shall be provided in accordance with Crew Accommodations, Section 6, and will continue until such transportation is available.
- F. A Flight Attendant whose trip originates at one (1) airport and terminates at another airport at the Flight Attendant's co-terminal shall be furnished transportation one (1) way between one (1) airport and the other, at the Flight Attendant's option ("reversing the limo"). When transportation is not provided by the Company within thirty (30) minutes and such transportation does not leave within forty-five (45) minutes after the Flight Attendant arrives at the airport and reports to the limousine pick up area, such Flight Attendant may use any other available means of ground transportation between one (1) airport and the other and may claim reimbursement for expenses for such transportation on the regular Company expense account form and shall be reimbursed.
- G. In the event that a crew base within a co-terminal becomes a separate and independent crew base, as defined in Definitions, Section 2, Section 17 shall cease to be in effect for the affected crew base.
- H. The Company shall provide paid employee parking in accordance with Expenses, Section 4, or reasonable reimbursement for parking at each airport in the co-terminal location.

## **SECTION 18 - CHARTERS**

- A. Charters known before the completion of sequence construction will be built into sequences at a crew base in accordance with Hours of Service, Section 11, and shall be identified as a charter in the bid package.
- B. Charters not built into sequences at the time of line construction shall be designated as open time flying within a crew base.
- C. As an exception to Paragraphs A and B, when a Charter client requests a specific Flight Attendant crew, the Company will attempt to honor such request. Such exceptions shall not exceed ten percent (10%) of all charters. Contractual language set forth in Hours of Service, Section 11, may be modified subject to Charter requirements, but in no case will the Company exceed the FARs.
- D. The Company will adhere to the "No Discrimination" provision of General, Section 37.A.
- E. As an exception to Section 11.M-N and Section 14.E-F, when a charter is not boarding from an airport terminal gate, report time will be two (2) hours prior to scheduled departure and Flight Attendants will be provided one hour and fifteen minutes (1:15) of additional flight pay and credit. On such flights, Flight Attendants will be required to be on board the aircraft ready to receive passengers one hour and fifteen minutes (1:15) prior to scheduled departure.

## **SECTION 19 - CIVIL RESERVE AIR FLEET (CRAF)**

- A. The term CRAF means all flight operations conducted in support of the Civil Reserve Air Fleet (CRAF) program during activation in accordance with agreements between the Company and the Department of Defense covering operations of Company aircraft, including all deadhead and ferry flights relating to such operation. All applicable provisions of this Agreement and any related Side Letters included in this Agreement shall apply to CRAF flying except as specifically modified in this Section. In the event other flight crew members receive additional compensation for non-CRAF military charters, the provisions of Paragraph B.1 shall apply.

### **B. COMPENSATION/EXPENSES**

1. In addition to International pay as provided in Compensation, Section 3, where applicable, Flight Attendants engaged in the CRAF operation shall receive an additional override of five dollars (\$5.00) for each hour while participating in CRAF activation.
2. If a CRAF sequence is rescheduled, a Flight Attendant shall receive the greater of the scheduled or actual pay and credit for the sequence.
3. If required to remain on duty with CRAF passengers at originating, intermediate and terminating stations, Flight Attendants will be paid twelve dollars (\$12.00) per hour or fraction thereof when participating in the CRAF activation for all time in excess of thirty (30) minutes before departure and thirty (30) minutes after arrival.

#### **Example 1**

At an originating station, a Flight Attendant is required to remain on duty while troops begin boarding at 0700 until the flight departs at 0735. The Flight Attendant is entitled to twelve dollars (\$12.00).

#### **Example 2**

At an originating station, a Flight Attendant is required to remain on duty while troops begin boarding at 0900 until the flight departs at 1001. The Flight Attendant is entitled to twenty four dollars (\$24.00).

#### **Example 3**

A CRAF flight from CLT makes an intermediate stop in CDG. A Flight Attendant is required to remain on duty with the CRAF passengers from 1000 until the aircraft depart at 1029. The Flight Attendant is not entitled to additional pay. If the same flight would have departed at 1031, the Flight Attendant would be entitled to twelve dollars (\$12.00).

4. In addition to the International or Domestic Per Diem as provided in Expenses, Section 4.A, Flight Attendants will be provided an override of twenty-five (\$0.25) cents per hour for all hours while serving in the CRAF Operation. In the event the Company increases the override provided to Pilots, such increased override will be extended to Flight Attendants.

### **C. STAFFING**

All CRAF operations shall be staffed in accordance with the chart below. Should the Company contract to provide CRAF services utilizing aircraft other than aircraft specified below, the Company and the APFA will meet and discuss the appropriate crew complements and crew rest seats for such services. Additional staffing may be utilized as determined by the Company.

Aircraft Type *	Duty Period Scheduled up to 14 hours	Duty Period Scheduled over 14 hours but less than or equal to 16 hours	Duty Period Scheduled over 16 hours but less than or equal to 18 hours	Duty Period Scheduled over 18 hours but less than or equal to 20 hours
B777-200	10	11	12	12
B777-300	12	13	13	14
B787-8	10	11	11	11
B787-9	10	11	11	11

\* Eligible aircraft type subject to change based on government contracts.

#### D. CRAF PREFERENCE LIST

1. In anticipation of the emergency nature of the CRAF operation, the Company shall keep on file a currently effective CRAF Preference List which shall include, in order of system seniority, all Flight Attendants desiring to fly the CRAF operation. This list shall be available for rereferencing on September 1<sup>st</sup> of every year. Any Flight Attendant on the System Seniority List who requests to be added during rereferencing will be added to the CRAF Preference List. A Flight Attendant will stay on the CRAF Preference List until they request removal of their name from the CRAF Preference List at any time by giving thirty (30) days written notification.
2. Vacancies will be filled in accordance with the following:
  - a. In the event there are insufficient volunteers, the Company will repost the CRAF vacancies;
  - b. If there are still insufficient volunteers, the Company will assign those supervisors, available training instructors and other management personnel to the CRAF Preference List, who are qualified and current and whose names appear on the Flight Attendant System Seniority List;
  - c. If there are still insufficient volunteers, the Company and the APFA will meet and discuss how to resolve the issue. If the parties are unable to resolve this issue, the parties agree to submit the issue to arbitration pursuant to System Board of Adjustment, Section 31, for final and binding resolution by a neutral. The award must contain some procedure for filling the unfilled vacancies. This resolution will be applied to all future instances of insufficient bidders. If the arbitration award has not been issued or the award cannot reasonably be implemented prior to CRAF activation, the Company may fill vacancies by assignment in reverse seniority order until such time as the award becomes effective;
  - d. The minimum number of sufficient volunteers on the CRAF Preference List will be determined by multiplying the total number of aircraft subject to CRAF activation, times the Flight Attendant crew complement as specified in Paragraph C, for such aircraft while in CRAF service, times the number of crews per aircraft as specified in the agreement between the Company and the Air Mobility Command;

- e. In the event there are sufficient volunteers later in the operation, the Company supervisors, training instructors and management personnel serving in the CRAF operation will be removed from the CRAF Preference List and CRAF Active Lists no longer permitted to fly CRAF flights.

#### **E. CRAF ACTIVATION AND TRAINING**

- 1. Upon activation of CRAF, the Company will determine the number of CRAF Flight Attendants needed to staff CRAF, which shall be at least the minimum number of Flight Attendants specified in Paragraph D.2.d. The Company shall offer CRAF qualification training, if required, for Flight Attendants selected, in order of system seniority, for CRAF activation. The Company will begin training no later than seventy-two (72) hours after CRAF is activated by Air Mobility Command.
- 2. A Flight Attendant while on vacation, approved leave of absence, sick leave or on IOD, will not be required to attend CRAF training until the completion of their vacation, leave or IOD, except that a Flight Attendant at their option may cancel vacation in order to attend training or may attend training during their vacation and receive training pay in addition to their vacation pay. A Flight Attendant on a leave of absence may, upon request, attend CRAF training, if approved in advance by the Inflight Department.
- 3. Supervisors, training instructors, or other management personnel will follow all provisions of this Section and all hours of service and scheduling provisions of the Flight Attendant Agreement, without waiver unless authorized by the APFA, while assigned to the CRAF operation. While assigned to the CRAF operation, such supervisors, training instructors, or other management personnel shall be prohibited from acting in a supervisory capacity.
- 4. Travel between the Company's CRAF Operation and the Flight Attendant's crew base shall be positive space. If positive space authorization travel is provided for pilots to/from their residence for CRAF operations, the same provisions will be extended to Flight Attendants.
- 5. When a CRAF sequence ends with a deadhead flight, a Flight Attendant may elect to take any available ferry flight instead of their scheduled deadhead. The Flight Attendant shall receive pay, credit and Per Diem as if they flew the original deadhead flight. On deadhead flights to and from CRAF assignments, a Flight Attendant(s) will be allowed to upgrade to Business Class in accordance with Deadheading, Section 16.
- 6. A Flight Attendant awarded a CRAF sequence may request permission to meet the CRAF sequence at the first live segment and if granted will not be required to deadhead or ferry to or from their crew base. The Flight Attendant will be released after the last live segment with full pay, credit, and Per Diem as published in the CRAF posting.

#### **F. FLIGHT ASSIGNMENTS**

- 1. Sequence Awards
  - a. The Company will construct sequences that consist solely of CRAF flight segments, including any deadhead or ferry flights.
  - b. All CRAF sequences will be communicated electronically to all Flight Attendants prior to processing.
- 2. The Company will process CRAF sequences with Flight Attendants on the CRAF Preference List.

- a. Sequences will be awarded to Flight Attendants who are legal to originate the sequence using system seniority up until 0800 DFW time the day prior to sequence origination. If given the complexity of the CRAF activation, these time constraints are impractical, the Company shall meet with APFA to determine a solution. After 0800 DFW time the day prior to sequence origination, the Company may utilize system seniority, if time permits, or process the sequences on a base seniority basis.
- b. If the CRAF award creates an illegality or direct conflict with a future trip(s), excluding a CRAF sequence, the Flight Attendant will be removed unpaid from the future trip(s).
- c. If the award process is not automated, CRAF sequences will be awarded to the first Flight Attendant(s) where positive contact is made. Crew Scheduling will not be required to wait for a return call and will continue processing until positive contact is made. If a Flight Attendant is called for two (2) CRAF sequences and does not respond, the Flight Attendant will be bypassed for the current CRAF activation period unless they contact the Company and indicates they wish to be called for the CRAF sequences.

3. A Flight Attendant will have the option to exceed their monthly maximum projection to pick up a CRAF sequence.
4. A CRAF sequence may only be traded for another CRAF sequence with Company approval.

#### **G. DUTY TIME/CREW REST**

1. Duty Time and Rest provisions provided in the applicable FARs will apply to CRAF sequences. CRAF flying will be scheduled in accordance with Hours of Service, Section 11.C. and 14.D. At the Flight Attendant's option, the twenty-four (24) hours may be taken out of crew base.
2. Crew Rest will be as provided in Section 38, Crew Rest.
3. If the Company overnights (RON) crews during CRAF operations, overnight rest periods for Flight Attendants will be the same as for pilots. In actual operations the duty period may be as long as the pilots provided that any time over the actual duty period specified in Section 14, the Flight Attendant will receive voluntary extension pay as specified in Section 11.O or 14.D as applicable.
4. Upon completion of a CRAF sequence, a Flight Attendant shall, upon request, receive a minimum of twenty-four (24) hours free from all duty prior to commencing another CRAF sequence.
5. Flight Attendants will stay in the same hotel as the pilots.

#### **H. INSURANCE BENEFITS**

1. Any Flight Attendant who dies while in CRAF service, or who dies within a twenty-four (24) month period subsequent to their CRAF service from a cause which arises out of their CRAF service, shall have a death benefit payable to the Flight Attendant's beneficiary as designated by the Flight Attendant under the Life Insurance Plan. This death benefit shall be in an amount which, when combined with the benefit payable under the Life Insurance Plan's Company-paid Basic Life Insurance, yields a combined gross benefit of five hundred thousand dollars (\$500,000). Coverage will be provided on a "Trip Hour" basis while engaged in CRAF flying, including any segment(s) rescheduled to commence CRAF operations.
2. Any Flight Attendant who dies in an accident, loses limb(s) or sight as the result of an accident while in CRAF service, or within a twenty-four (24) month period subsequent to their CRAF service from an accident occurring during their CRAF service, shall have a benefit payable to

the Flight Attendant's beneficiary as designated by the Flight Attendant under the Life Insurance Plan in the event of death, or to the Flight Attendant themselves, in the event of loss of limb or sight. The death benefit shall be in the gross amount of five hundred thousand dollars (\$500,000). The benefit payable for loss of limb(s) or sight shall be five hundred thousand dollars (\$500,000). Benefits provided pursuant to this Paragraph shall be paid in lieu of the Company paid Accidental Death and Dismemberment Insurance provided in accordance with Insurance, Retirement, and Other Benefits, Section 26.

3. Irrespective of any war limitation language that may be included in any Company Group Medical or Insurance program, the Company will ensure that the equivalent medical benefits will be payable in the event of claims arising from CRAF operations. Coverage will be provided on a "Trip Hour" basis.
4. In the event a Flight Attendant becomes missing while engaged in the CRAF operation, the combined one million dollars (\$1,000,000) death benefits as provided for in Paragraphs H.1 and H.2 shall be paid upon the expiration of a twenty-four (24) month period, if such Flight Attendant is still missing and their whereabouts are still unknown. The combined one million dollars (\$1,000,000) benefits will be paid prior to that time if the death of such missing Flight Attendant is established.
5. An insurance briefing package will be provided to all CRAF Flight Attendants which will include a beneficiary designation form.

## I. GENERAL

1. The parties agree to review the terms and conditions of this Section within thirty (30) days of the initiation of the Company's CRAF Operation and prior to the commencement of each month thereafter.
2. Crew meals and bottled water from a military in-flight kitchen, or from a commercial caterer, shall be provided to Flight Attendants engaged in CRAF operations for each CRAF flight segment and for all ground time scheduled in excess of two (2) hours. Such meals shall be the same as those provided the Pilots.
3. The Company may conduct CRAF training within a scheduled duty period. Any ground school training will be paid in accordance with Training, Section 29.
4. The Company shall ensure that all Flight Attendants, upon completion of CRAF training, shall receive appropriate security clearances and restricted area identification, including, but not necessarily limited to, the Geneva Convention Identity Card (DD Form 489), prior to entering the restricted area.
5. All Flight Attendants shall be provided with full intelligence/safe passage briefings prior to operating any CRAF sequence.
6. In no event will a Flight Attendant be involuntarily assigned to a CRAF segment which is operated in unsafe airspace or into an unsecured airfield.
7. Additional latex gloves and barrier masks will continue to be provided on CRAF flights.
8. Should a Flight Attendant member be injured or become ill while in performance of CRAF duties, they shall be entitled to appropriate aero medical evacuation.
9. On ferry flights, Flight Attendants will not be required to perform duties other than normal departure and arrival procedures to include assuming assigned jumpseat position, arming/disarming doors, etc.

10. The parties recognize that some Flight Attendants have obligations in the armed forces of the United States and any assignments made to the Company's CRAF Operation would be subject to such restrictions required by the CRAF contract(s).
11. The Company shall ensure that proper environmental protective equipment, treatment, and training will be provided for all Flight Attendants to the extent necessitated by the operations, e.g., chemical gear, antidotes, and inoculations.
12. Flight Attendants who participate in a CRAF assignment will not suffer a loss of benefits, or receive diminished benefits, as a result of the CRAF assignment.
13. A Flight Attendant while assigned to the Company's CRAF Operation shall be permitted to bid on any vacancies e.g., crew base, Foreign Language Speaker.

**J. NON-CRAF INTERNATIONAL CHARTERS WITH ADDITIONAL OPERATIONS CONSIDERATIONS**

1. Non-CRAF International charters will follow the provisions of Section 14.D, with the exception a Mid-Range duty period may include one (1) or any mix of two (2) segments.
2. The Company may apply CRAF provisions 19.B.-G and 19.I to accommodate for additional operational considerations of certain non-CRAF International charters.

## **SECTION 20 - SENIORITY**

### **A. OCCUPATIONAL SENIORITY**

1. A Flight Attendant's occupational seniority shall be based upon the length of service as a Flight Attendant with the Company.
2. For Flight Attendants hired before August 1, 2014, seniority among Flight Attendants is based on the seniority list proffered to the Company on October 1, 2014. For Flight Attendants hired after August 1, 2014, seniority among Flight Attendants shall be based on the first day of initial training. Such seniority will continue to accrue except as provided in Paragraphs D and E.
3. The order of seniority of Flight Attendants who begin training on the same date will be determined by the Flight Attendants' date of birth, with the oldest Flight Attendant being placed first on the Seniority List except that Company employees transferring from another department will be first in seniority within their training class. If there is more than one (1) Flight Attendant with the same birth date, the ascending last four (4) digits of the Social Security Number will be used to determine relative seniority.
4. When there is more than one such Company employee in a class, their relative seniority will be established on the basis of Company date of hire, with the Company employee with the earliest Company date of hire being placed first on the Seniority List. Nothing herein shall give a transferring Company employee greater seniority than a Flight Attendant with an earlier date of hire as a Flight Attendant nor change the relative seniority of Flight Attendants employed prior to the effective date of this Agreement. If there is more than one (1) Flight Attendant with the same company hire date and birth date, the ascending last 4 digits of the Social Security Number will be used to determine relative seniority.
5. Occupational Seniority shall govern all Flight Attendants for purposes of bidding rights, furlough, recall, vacation preferences, and filling of vacancies, and for pass travel purposes if Company Travel Policy utilizes seniority for pass travel purposes.

### **B. CLASSIFICATION/LONGEVITY SENIORITY**

1. For compensation and vacation accrual, classification/longevity seniority shall begin to accrue on the date of graduation as a Flight Attendant and shall continue to accrue during such period of employment, except as otherwise provided in this Agreement.
2. As of December 13, 2014, a Flight Attendant shall retain classification/longevity for pay and vacation accrual purposes for any time accrued in another Company position that prior to December 13, 2014, had been applied toward Flight Attendant service in accordance with a previous Collective Bargaining Agreement. Flight Attendant accrued longevity shall be retained for pay and vacation accrual purposes and will be subject to future adjustments pursuant to Leaves of Absences, Section 25.

### **C. SENIORITY LIST**

1. The System Seniority List shall be revised to reflect each Flight Attendant's respective seniority as of January 1<sup>st</sup> and July 1<sup>st</sup> of each year and shall be posted on the Company intranet and at each crew base within thirty (30) days thereafter. This list will contain the name, Company ID number, seniority date, and crew base of each Flight Attendant.
2. A Flight Attendant shall have thirty (30) days after the posting of such list in which to protest in writing to the Company any alleged omission or incorrect posting affecting their seniority on any such revised list, but such protest shall be confined strictly to error or change occurring

subsequent to the posting of the prior System Seniority List.

3. When a Flight Attendant is on vacation or an authorized leave of absence, e.g., medical, maternity, adoption, educational, sick leave, jury duty, etc., at the time the above list is posted, such Flight Attendant may protest any alleged omission or incorrect posting within thirty (30) days after their return to duty.
4. The Company shall provide the Union via electronic means with the System Seniority List at the same time it is posted and notify the Union of any changes to this list as a result of protests filed by Flight Attendants as provided in Paragraph C.

D. A Flight Attendant whose service with the Company is permanently severed shall forfeit their seniority rights.

**E. TRANSFER TO NON-FLYING OR SUPERVISORY DUTIES**

1. Temporary Transfer to Inflight Management and Related Inflight Duties, e.g., Food & Beverage, Training, etc.

A Flight Attendant who accepts a temporary position shall continue to accrue and retain Occupational Seniority, Company Seniority and Classification/Longevity Seniority while holding such temporary position.
2. Transfer to Inflight Management and Related Inflight Duties, e.g., Food & Beverage, Training, etc.
  - a. A Flight Attendant who transfers to a Management or other non-flying duties directly related to Inflight shall continue to accrue and retain Occupational Seniority, Company Seniority and Classification/Longevity Seniority while holding such position.
  - b. Flight Attendants who are serving in positions covered by Paragraph E and are currently retaining Occupational Seniority shall be extended the retention and accrual provisions in Paragraph E.1.
  - c. In order to accrue and retain seniority, the Inflight employee must maintain Flight Attendant qualifications.

**F. TRANSFER TO NON-RELATED DUTIES**

1. A Flight Attendant who transfers to another position in the Company not related to Flight Attendant duties shall retain and continue to accrue Occupational Seniority for one (1) year, and thereafter their name shall be deleted from the Flight Attendant System Seniority List.
2. The time a Flight Attendant works in another position for American Airlines while on a "furlough status" as a Flight Attendant under Section 23.E.2 will not count toward the one (1) year period in this Paragraph.

**G. TRANSFER DUE TO DISABILITY**

A Flight Attendant who is transferred to non-flying duties with the Company because of physical incapacity, sickness or injury, shall retain and continue to accrue seniority during such period of sickness or injury for the amount of time provided in Leaves of Absence, Section 25, including any approved extension.

#### **H. DUES PAYMENT**

Inflight Management and related employees covered by Paragraphs E.2 and F shall not be required to pay dues to the APFA.

#### **I. RETURN TO LINE FLIGHT STATUS**

Upon return to duty from non-flying or Inflight duties as outlined in Paragraphs E, F, and G, the Flight Attendant will be permitted to return to their former base station. Should the former base no longer exist, the Flight Attendant will be permitted to fill any vacancy. Flight Attendants returning to duty under this Paragraph shall be subject to a reasonable qualifying period and must meet the basic qualifications of all other Flight Attendants.

#### **J. RIGHT OF REPRESENTATION**

None of the provisions of this Section or any other provision of this Agreement shall cause individuals who are serving in positions covered by Paragraphs E.2 or F to be covered by the provisions of this Agreement, and the APFA shall not have the right nor obligation to represent such individuals.

## **SECTION 21 - PERIOD OF PROBATION**

### **A. PROBATION - LENGTH, DEFINITION AND TRIP TRADE**

1. During the first six (6) months of service with the Company on Flight Attendant status, a Flight Attendant shall be on probation. Should a probationary Flight Attendant be in a non-pay status for more than sixteen (16) consecutive calendar days, or be granted an approved leave of absence, paid or unpaid, for more than sixteen (16) calendar days, the probationary period shall be extended by the number of days such Flight Attendant was in a non-pay status.
2. The Company shall have the right to discharge or lay off any Flight Attendant during the probationary period without cause and without hearing.
3. Probationary Flight Attendants will be permitted to trip trade without notice or approval during the period following bid finalization up to first day of the next contractual month.
4. After the beginning of the contractual month, a Probationary Flight Attendant may change their schedule during the contractual month provided contact is made and approval is given by their Inflight Manager or, in the Inflight Manager's absence, the Inflight Manager's designee. The decision to grant or deny the requested schedule change will be timely and will not be unreasonably withheld.

### **B. SENIORITY RIGHTS ON PROBATION**

The seniority provisions of the Agreement do not apply to a Flight Attendant until such Flight Attendant has completed the probationary period, except that:

1. Flight Attendants' names will appear on the Seniority List regardless of their probationary status;
2. A Flight Attendant laid off during the probationary period shall be recalled in order of seniority.

## **SECTION 22 - FILLING OF VACANCIES**

### **A. VACANCY TRANSFERS**

Flight Attendant vacancies occurring at any base shall be posted no earlier than the twelfth (12<sup>th</sup>) and no later than the sixteenth (16<sup>th</sup>) of the calendar month three (3) months prior to the effective date at all Flight Attendant crew bases. Such postings shall state the following:

1. the effective date of the transfer,
2. the reasons why the vacancies exist,
3. the crew base(s) where the vacancies exist,
4. the number of vacancies to be filled,
5. the bases that will or will not be backfilled at the time of the posting, if known at the time of the posting,
6. the posted close date of the twenty-sixth (26th) of the calendar month at 1200 DFW three (3) months prior to the effective transfer date,
7. the posted award date of the twenty-seventh (27th) of the calendar month at 1200 DFW three (3) months prior to the effective transfer date,
8. the highest seniority number for Reserve status in each of the last four (4) months and,
9. the lowest seniority number able to hold a line of flying in the crew base in each of the last four (4) months known line awards.

B. In the event that the Company intends to open or close a crew base, the Company will promptly meet and confer with the APFA National President and share the analysis upon which the decision is based. The Company may close the affected crew base if the analysis upon which the decision is based establishes that there is a cost savings generated by the closing.

C. A Flight Attendant who wishes to transfer to another crew base may complete and file a standing transfer request with the Company. A Flight Attendant has the right to withdraw a transfer request electronically prior to the close of the vacancy bid. Upon a vacancy transfer, a Flight Attendant shall not have the request for another vacancy transfer honored for a period of three (3) months from the date of transfer. However, if the Flight Attendant's first or second base of choice becomes open during this three (3) month lock-in period, and such base was not open during the previous three (3) months prior to the awarded transfer, a Flight Attendant shall have their first preference honored and awarded based on seniority.

### **D. VACANCY AWARDS**

1. The most senior Flight Attendant bidding, including standing transfer requests, whose name appears on the system seniority list, shall be awarded the vacancy, except as provided in Paragraph G.
2. To be eligible for a vacancy transfer, a Flight Attendant must be showing active status on either the date of the award or the effective date of the transfer. This verification will occur on the transfer award date.
3. On the effective date of a vacancy transfer, a Flight Attendant will be required to possess the

applicable equipment and service qualifications, and visa requirements for the crew base for which they are awarded.

4. A vacancy transfer may not be rescinded.
5. Vacancies will be awarded in seniority order.
6. The Company will make available to Flight attendants a list of the qualifications required and/or held at a particular base.
7. **Relocation Days:** Upon Flight Attendant request, prior to the effective date of transfer the Company must provide a Flight Attendant who is awarded a vacancy transfer to another crew base with five (5) consecutive calendar days free from all duty for the purpose of relocating. Such relocation days will be subject to black-out dates as specified in Section 5.D.3. Relocation day(s) will not be subject to payment for time lost or any expenses incurred. The unpaid and uncredited relocation day(s) will be designated as a preplanned absence in PBS and will not be considered as part of the required number of off day(s) in that bid month.
8. A Flight Attendant involved in a vacancy transfer shall make every effort to bid their schedule to be positioned and available to take an assignment or award at the new base. The Flight Attendant will be responsible for rearranging their schedule to avoid sequence/reserve obligations.
  - a. A Reserve who cannot rearrange their schedule to avoid a conflict may either have an off day moved to allow transit to the new base; or have the day off unpaid and have their guarantee reduced by the applicable daily rate. The Reserve's option will normally be granted, however in out of the ordinary situations that result in staffing irregularities, Crew Scheduling may determine whether the Reserve may move a day off or have their guarantee reduced.
  - b. A Lineholder who cannot rearrange their schedule to avoid a conflict shall be removed from the first sequence and shall not be paid or credited for the trip removal.

E. A Flight Attendant will be able to submit their transfer bids electronically on Company Intranet. Upon request, the Company shall provide the APFA National President the names and seniority numbers(s) of all Flight Attendant(s) bidding for the positions(s), including those with standing bids, and which Flight Attendants were awarded the position(s) via electronic file.

F. If a vacancy is posted and no Flight Attendant bids, such vacancy may be filled pursuant to Paragraph H, or by a new Flight Attendant if no Flight Attendant remains on involuntary furlough.

G. A Flight Attendant on an authorized leave of absence, as provided for in Leaves of Absence, Section 25, shall retain and hold their position at the crew base at which the Flight Attendant was located prior to going on such leave of absence, unless otherwise displaced or furloughed pursuant to the provisions of this Agreement.

#### **H. DISPLACEMENT/PRIORITY RETURN**

1. When a Flight Attendant is displaced, the displaced Flight Attendant shall be the most junior Flight Attendant at the crew base.
2. Upon final determination that a Flight Attendant will be displaced, the Flight Attendant will be provided electronic notice of the displacement along with a priority return preference form.
3. When a Flight Attendant is displaced as a result of overstaffing at their crew base, they shall be permitted to exercise their seniority to fill open vacancies throughout the system. The APFA

and the Company shall meet and discuss the available vacancies and, to the extent possible, agree to create openings which are:

- a. In close proximity to the crew base being reduced or closed; and,
- b. At a base that operates similar flying, e.g., International flying.
4. A Flight Attendant who is displaced on or after December 13, 2014 may exercise priority return over non-displaced Flight Attendants and utilize their seniority to return to their former crew base when a vacancy occurs or the crew base is reopened.
5. A Flight Attendant who wishes to exercise this option of returning to their former crew base must file the preference form within thirty (30) days of their displacement. Should the Flight Attendant decline the first opportunity to exercise a priority return, the right of return will be forfeited. Subsequent displacements or transfers will not cause the Flight Attendant to forfeit the right of return.
6. If a priority return preference form is on file at the time a Flight Attendant is involuntarily furloughed, the priority return will remain on file. However, the priority return will be considered in an inactive state and the Company will not process the request while the Flight Attendant remains on an involuntary furlough status. Upon a Flight Attendant's recall to active status from an involuntary furlough, the Flight Attendant's priority return request will return to an active state provided the Flight Attendant has not withdrawn the priority return while on involuntary furlough. The Flight Attendant shall be only able to exercise the priority return for vacancies subsequent to the Flight Attendant's return to service and this does not confer a right for priority recall from furlough to a given crew base.
7. A Flight Attendant who is involuntarily furloughed and recalled to a crew base other than the crew base from which they were furloughed may file a priority return preference form within thirty (30) days from the date of recall to the new crew base. The Flight Attendant shall be only able to exercise the priority return for vacancies subsequent to their return to service and this does not confer a right for priority recall from furlough to a given crew base.
8. Upon request, the Company will provide the APFA National President with notification when vacancies are filled by a Flight Attendant with a priority return on file. Such notification shall include the names and seniority of Flight Attendants with priority returns on file for the crew base and the names of the Flight Attendants awarded the positions.
9. The Company shall provide each furloughed and displaced Flight Attendants with a packet detailing their options and shall provide a copy of the packet to the APFA National President.

#### **I. CREW BASE CLOSURE**

1. When a crew base is closed or moved to a new location, any Flight Attendant who is affected shall be allowed to exercise their seniority to move to a crew base where vacancies exist and to exercise their seniority at such crew base. The APFA and the Company shall utilize the process specified in Paragraph H.3. All such moves shall be considered as being at the request of the Company. A crew base shall be considered closed if the location of the new crew base is greater than seventy-five (75) miles from the existing crew base.
2. The Company will provide Flight Attendants with as much advance notice as practicable of a base closing, but in no case will Flight Attendants receive less than one hundred and twenty (120) days' notice, except when the base closure is a result of unforeseen circumstances.

#### **J. FOREIGN LANGUAGE SPEAKER VACANCY TRANSFERS**

1. Vacancies for foreign language speakers will be filled in accordance with the provisions in Section 22. However, only a language qualified Flight Attendant will be considered eligible to bid for such vacancy.
2. In order to maintain the minimum requirements of the operation, the Company may retain foreign language qualified Flight Attendants in a crew base where displacements may otherwise be occurring. Foreign language speaker vacancies that are not bid for a given crew base may be involuntarily assigned to the language qualified Flight Attendant with the least system seniority or by a new hire language qualified Flight Attendant, if no Flight Attendants remain on involuntary furlough.
3. A Flight Attendant awarded or assigned to a crew base on the basis of their language qualification may be required to serve a lock-in as described in Section 15.B, Foreign Language Speaker.
4. In the event of a furlough, the system seniority provision of Seniority, Section 20, will prevail and there will be no exception for Foreign Language Speaker qualified Flight Attendants as it relates to furlough.

#### **K. MUTUAL TRANSFERS**

1. The Company will allow Flight Attendants from different crew base stations to mutually transfer as provided herein. Mutual transfers will be processed in seniority order to satisfy as many Flight Attendants as possible within the constraints of the mutual transfer platform, provided such swaps do not result in a headcount change for the bases. Any changes to the processing of mutual transfers will be agreed upon by the Company and the APFA.
2. The Company will process mutual transfers on a monthly basis following the processing of vacancy transfer requests, if applicable.
3. Mutual transfers will have a close date of the twenty-sixth (26<sup>th</sup>) of the calendar month at 1200 DFW three (3) months prior to the effective transfer date.
4. Mutual transfers will have an award date of the twenty-eighth (28<sup>th</sup>) of the calendar month at 1200 DFW three (3) months prior to the effective transfer date.
5. A Flight Attendant who desires a mutual transfer will be able to update their standing preference list.
6. The Company will maintain and post a list of Flight Attendants requesting mutual transfers.
7. Flight Attendants will be required to possess the same base equipment and service qualifications to be eligible for the transfer award.
8. Flight Attendants may be required to possess the same language qualifications.
9. A Flight Attendant must be in an active status the entire calendar day of the mutual transfer match in order to be eligible for the transfer.
10. Applicable base visa requirements must be obtained prior to reporting to the new base.
11. A Flight Attendant may not rescind a mutual transfer.

12. The mutual transfer shall be at the Flight Attendant's expense.
13. The Company will make available to Flight Attendants a list of the qualifications required and/or held at a particular base.
14. The Company will make available to Flight Attendants the bases(s) requiring a visa and the process to obtain required visas.
15. A Flight Attendant involved in a mutual transfer shall make every effort to bid their schedule to be positioned and available to take an assignment or award at the new base. The Flight Attendant will be responsible for rearranging their schedule to avoid sequence/reserve obligations.
  - a. A Reserve who cannot rearrange their schedule to avoid a conflict may either have an off day moved to allow transit to the new base; or have the day off unpaid and have their guarantee reduced by the applicable daily rate. The Reserve's option will normally be granted, however in out of the ordinary situations that result in staffing irregularities, Crew Scheduling may determine whether the Reserve may move a day off or have their guarantee reduced.
  - b. A Lineholder who cannot rearrange their schedule to avoid a conflict, the Flight Attendant shall be removed from the first sequence and shall not be paid or credited for the trip removal.
16. Flight Attendants are eligible to mutual transfer each month regardless of an existing lock-in. The Flight Attendant transferring to the base where the lock-in exists will be required to fulfill the remaining portion of the lock-in.

#### **L. TRANSFERS WHILE ON A PERIOD OF PROBATION**

1. A probationary Flight Attendant will be eligible to transfer in accordance with this Section.
  - a. A probationary Flight Attendant awarded a transfer will be required to attend a Base Indoctrination at their new base.
  - b. Such Base Indoctrination will be scheduled by Inflight and if it conflicts with a scheduled trip sequence, the Flight Attendant will be removed from the sequence unpaid and uncredited, but monthly guarantee will not be impacted.
  - c. Failure to attend a Base Indoctrination will result in a non-qualified status without regard to the current qualifications until a Base Indoctrination is completed.
2. A probationary Flight Attendant may be awarded either a mutual transfer or a vacancy transfer one (1) time during their Period of Probation.

## **SECTION 23 - REDUCTION IN FORCE**

- A. When a reduction in force is deemed necessary, the Company will notify and confer with the APFA as soon as possible after the reductions are anticipated. After notifying APFA of the projected number of Flight Attendant positions needed to be reduced and the duration of time that the reduction in force will be in effect, a general notice indicating the number and expected duration of furloughs will be placed on Flight Attendant bulletin boards and communicated electronically to Flight Attendants. The Company shall also provide an up-to-date Seniority List to the APFA.

### **B. ALTERNATIVES TO INVOLUNTARY FURLOUGHS**

1. When such a reduction in force is deemed necessary, the Company will offer the following on the basis of system wide seniority, except Leave in Lieu of Furlough, which shall be offered by crew base seniority:

- a. Voluntary Furlough

The Company will offer Flight Attendants who would not have been involuntarily furloughed the opportunity to accept a Voluntary Furlough. The commencement of such Voluntary Furloughs will coincide with the date(s) established for involuntary furloughs. The benefits of a Voluntary Furlough will include on-line passes in accordance with Company policy for the duration of the Voluntary Furlough. The Company will not actively contest claims for unemployment benefits filed by Flight Attendants accepting Voluntary Furlough. Voluntary Furloughs shall be for a set duration(s) established by the Company. A Flight Attendant on a Voluntary Furlough shall accrue occupational seniority, as well as longevity for pay and vacation purposes up to the Expiration Date of the Voluntary Furlough.

- b. Voluntary Travel Separation Program (VTSP)

In the event of an involuntary furlough as described above, the Company will offer a Voluntary Travel Separation Program (VTSP) pursuant to Company policy for Flight Attendants who would not otherwise have been furloughed. The VTSP will provide a fixed number of passes annually based on years of service and other additional incentives may be discussed with the APFA National President.

- c. Leave in Lieu of Furlough

A Leave in Lieu of Furlough without pay will be offered on the basis of crew base seniority in lieu of a reduction of force at a particular crew base. The leave will be offered for a set duration with the understanding that the Company may not cancel the leave without the agreement of the Flight Attendant. The Company will have satisfied its obligation to offer a Leave in Lieu of Furlough if the provisions of the Voluntary Furlough Program are the same as or better than those of the Leave in Lieu of Furlough.

Occupational seniority and longevity will continue to accrue for the duration of the leave. Sick and Vacation accrual will follow the provisions of Section 8.A.3 and Section 9.C.1.a.&b. Benefits, including Medical, Dental and Vision coverage, Life Insurance and AD&D benefits will be in accordance with Company policy. Non-Revenue Travel privileges will continue as if an active Flight Attendant for the duration of the leave. The Company will not actively contest claims for unemployment benefits filed by Flight Attendants accepting a Leave in Lieu of Furlough.

2. In the event of a circumstance over which the Company does not have control as defined in Recognition and Scope, Section 1, the Company shall offer the alternative to involuntary

furlough specified in Paragraph B.1.a, simultaneously with the notice of involuntary furlough as specified in Paragraph C.2.

3. At the time a Flight Attendant is due to return from Voluntary Furlough because their Voluntary Furlough is terminating (the date of termination is referred to herein as the "Expiration Date"), the Flight Attendant may choose from the following options:
  - a. Return to service as a Flight Attendant with the Company;
  - b. If Flight Attendants remain on involuntary furlough or the Company does not need some or all of the Voluntary Furloughees to return from furlough, the Flight Attendants may elect, in seniority order, to remain on furlough status and shall remain on such status in accordance with the following provisions:
    - i. Extension of the voluntary furlough for an indefinite duration until recalled;
    - ii. Non-revenue, space-available travel privileges (on-line, no guest traveler passes) for the duration of the furlough;
    - iii. If currently receiving medical and/or dental coverage under the Voluntary Furlough, the option to continue the medical and/or dental coverage pursuant to COBRA, i.e., for a maximum of eighteen (18) months from the Extension Date, at the full monthly premium plus a two percent (2%) administrative fee;
    - iv. Retain and accrue longevity through the Expiration Date, but no accrual of longevity beyond the Expiration Date;
    - v. Carry-over of pre-furlough sick bank, if any, but no accrual of sick leave; and,
    - vi. Carry-over of pre-furlough vacation, if any, but no additional accrual of vacation.
  - c. Accept a VTSP, with terms and conditions set at the Company's sole discretion.
4. The recall of voluntary and involuntary furloughes shall occur in the following order:
  - a. Involuntary furloughes will be offered recall in accordance with Paragraph C;
  - b. After all procedures for recall under Paragraph C, have been exhausted, voluntary furloughes who have elected to remain on furlough status in accordance with Paragraph B.3.b.i, will be offered recall in inverse seniority order. Any voluntary furloughee who declines recall will be deemed to have resigned and the Flight Attendant's name will be removed from the system seniority list.
5. A Flight Attendant who was granted a VTSP or any other separation incentive program by the Company prior to the date of this agreement will continue to be covered by the terms and conditions of the program in effect at the time the Flight Attendant accepted entry into the program.

## C. INVOLUNTARY FURLOUGH

1. When a Flight Attendant is furloughed because of a reduction in force, it shall be done in inverse order of system seniority.
2. Once the election process in Paragraph B.1.a is completed, and it is known which Flight Attendants will be involuntarily furloughed, the Company shall mail a Flight Attendant written notice of furlough postmarked at least fifteen (15) calendar days before the effective date of

the furlough. The APFA shall be given a listing of Flight Attendants who have been sent furlough notices.

3. In the event a Flight Attendant is assigned to a duty period beyond the effective date of the furlough notice, that Flight Attendant's furlough date and any Flight Attendant senior to her/him scheduled to be furloughed on the same date, will have their furlough date adjusted to reflect the completion of the extended duty period.
4. Due to furloughing in inverse order of system seniority, displacement of a Flight Attendant may be necessary to balance Flight Attendants at any crew base. Displacement of Flight Attendants is covered in this Agreement, Filling of Vacancies, Section 22, and Moving Expenses, Section 5.
5. A Flight Attendant who has been furloughed due to a reduction in force shall file their address with the Company and thereafter shall, as soon as possible, advise Inflight of any change in address. The Company shall, within fourteen (14) days, furnish the APFA with these addresses and subsequent address changes.
6. A Flight Attendant who is displaced in accordance with Paragraph C.4, shall have the privilege of returning to their former crew base in accordance with Filling of Vacancies, Section 22.H.4 and Paragraph C.8, when a vacancy occurs in the former crew base.
7. A Flight Attendant who is recalled to a crew base other than the one from which their was furloughed may exercise priority return over non-displaced Flight Attendants and utilize their seniority to return to their former crew base in accordance with Paragraph C.8 and Filling of Vacancies, Section 22.H.6, when a vacancy occurs or the crew base is reopened.
8. A Flight Attendant who is furloughed shall be recalled in order of their seniority at the time of furlough. Crew base transfers for all non-furloughed Flight Attendants shall be honored before a furloughed Flight Attendant is recalled to a crew base. Transfer requests for displaced Flight Attendants with a priority right of return on file will be processed but furloughed Flight Attendants will only exercise priority of return upon return to active status.
9. A furloughed Flight Attendant who fails to accept a recall shall remain on furloughed status and said offer of recall shall be extended to the Flight Attendant next on the seniority list until there are no more junior Flight Attendants on furlough. A furloughed Flight Attendant who fails to accept a recall when there are no more junior Flight Attendants on furlough shall be considered to have resigned from the Company.
10. A Flight Attendant who is furloughed shall, upon return to duty, be credited with all longevity for pay and vacation step increases that they had accrued prior to such furlough.
11. A Flight Attendant who completed their probationary period at the time of furlough shall continue to retain and accrue seniority for the duration of their furlough. A Flight Attendant who returns from a furlough after a period greater than five (5) years shall be subject to a probationary period pursuant to Period of Probation, Section 21.
12. The Company shall recall furloughed Flight Attendants in order of seniority. Notice of recall shall be by second day delivery service, (signature required) sent to the most recent recall address provided by the Flight Attendant and shall specify the name and address of the Company official to whom the Flight Attendant shall forward their reply and the approximate number of days of anticipated employment. A furloughed Flight Attendant failing to notify the Company of their intention to return within seven (7) days after receipt of notice of recall and who fails to return within sixteen (16) days after receipt of such notice, will be considered to have resigned.

13. A Flight Attendant who has completed one (1) year or more of service will receive severance pay based on the average number of Company paid hours in the most recent twelve (12) active full months (not on an unpaid Leave of Absence during the month) in the preceding twenty-four (24) month period prior to the furlough date. If a Flight Attendant does not have twelve (12) full months, the most recent partial months will be included in the twelve (12) month average. If a Flight Attendant does not have a combination of twelve (12) full and partial months, zero hour months will be included in the twelve (12) month average.

Pay will be per the following schedule:

Years of Active Service	Furlough Pay
1 year but less than 2 years	0.5 month
2 years but less than 3 years	1.0 month
3 years but less than 4 years	1.5 months
4 years but less than 5 years	2.0 months
5 years but less than 6 years	2.5 months
6 years but less than 7 years	3.0 months
7 years but less than 8 years	3.5 months
8 years but less than 9 years	4.0 months
9 years and thereafter	4.5 months

14. Furloughed Flight Attendants and their dependents shall be eligible to remain in the Company's group medical and dental insurance plans through any period of furlough pay. Following the furlough pay period, the Flight Attendant may continue medical and dental coverage under COBRA by paying the entire premium. The Flight Attendant may continue coverage in this manner for a period in accordance with COBRA, or until they are covered under another group health plan, whichever occurs earlier.

15. Group life insurance coverage will be extended through any period of furlough pay. Upon completion of the furlough pay period, group life insurance coverage shall cease. However, the Flight Attendant may convert the coverage to an individual policy. Premiums for the converted policy and a statement of good health are determined by the Company's insurance carrier. Each furloughed Flight Attendant will receive a conversion form from the Company for the purpose of continuing such insurance, if desired, with no lapse in coverage.

16. The Company shall not fill any Flight Attendant positions with an internal transfer while any Flight Attendant is on furlough. For the purposes of this Section, an internal transfer is defined as a Company employee who does not have a current Inflight seniority number and whose name does not appear on the Flight Attendant System Seniority List.

17. A Flight Attendant who accepts recall and reports for duty and is subsequently furloughed within one (1) month shall be guaranteed a minimum of one (1) month's pay.

18. A furloughed Flight Attendant will return to active status on the specified date of recall.

19. Flight Attendants who are involuntarily furloughed are entitled to unlimited on-line passes for twenty-four (24) months with a boarding priority in accordance with Company policy.

#### **D. LEAVE IN LIEU OF CREW BASE DISPLACEMENT**

The Company may offer a Leave in Lieu of Crew Base Displacement on the basis of crew base seniority in lieu of a downsizing at a particular crew base. The leave will be offered for a set duration with the understanding that the Company may not cancel the leave without the agreement of the Flight Attendant.

Occupational seniority and longevity will continue to accrue for the duration of the leave. Sick and Vacation accrual will follow the provisions of Section 8.A.3 and Section 9.C.1.a. and b. Benefits, including Medical, Dental and Vision coverage, Life Insurance and AD&D benefits will be in accordance with Company policy. Non-Revenue Travel privileges will continue as if an active Flight Attendant for the duration of the leave. The Company will not actively contest claims for unemployment benefits filed by Flight Attendants accepting a Leave in Lieu of Crew Base Displacement.

#### **E. EDUCATION/INTERIM EMPLOYMENT**

##### **1. Education/Interim Employment Outside the Company**

- a. A Flight Attendant who accepts employment while on furlough which requires a contractual commitment for a period of up to three (3) years, shall be allowed to fulfill such obligation and shall be considered to be on personal leave of absence commencing with the date of recall until fulfillment of such employment obligation, provided such Flight Attendant has notified the Company prior to such contractual commitment. A Flight Attendant who has entered into a full-time educational program while on furlough and who receives notice of recall before said program is completed shall be placed on a leave of absence (personal) until the end of the current semester.
- b. Paragraph E.1.a, under certain conditions allows a Flight Attendant to pass recall. In addition, a furloughed Flight Attendant who can substantiate that alternate employment would require her/him to sign a contract with an interim employer for a specific period of time that would exceed the time stipulated in Paragraph E.1.a, shall file a request and substantiated documentation for approval by the Inflight Department prior to a furloughed Flight Attendant accepting such interim employment. When such Flight Attendant is subject to recall and is unavailable to accept employment for the above reason, they will be considered on leave of absence.
- c. A Flight Attendant on a voluntary or involuntary furlough will be allowed to work other employment within the aviation industry.

##### **2. Interim Employment with the Company**

A furloughed Flight Attendant seeking alternate employment with the Company may be considered for such available employment for which they may be qualified.

#### **F. PAYMENT FOR UNUSED VACATION**

At their option, a Flight Attendant who is furloughed will receive vacation pay for all unused vacation time to the end of the month preceding their furlough. If the option is not exercised, the vacation will be carried until the Flight Attendant is recalled from furlough.

## **SECTION 24 - PRISONER AND HOSTAGE**

### **A. BENEFITS FOR FLIGHT ATTENDANTS IN THE EVENT OF TERRORISM OR SABOTAGE**

#### **1. Death, Permanent Total Disability, Disfigurement, and Dismemberment Benefits**

In the event of:

- a. the death of a Flight Attendant resulting from injury or illness incurred during acts of terrorism or sabotage; or
- b. the permanent total disability of a Flight Attendant resulting from injury or illness incurred during acts of terrorism or sabotage; or
- c. Disfigurement and Dismemberment
  - i. the permanent medical disqualification of a Flight Attendant by the Company,
  - ii. the complete loss by a Flight Attendant of sight or hearing,
  - iii. a Flight Attendant incurring any permanent bodily disfigurement that will cause the Flight Attendant in the judgment of the Company to not meet its appearance standards, or
  - iv. the loss of both hands, or both feet, or one hand and one foot, or one hand and sight of one eye, or one foot and sight of one eye, resulting from illness or injury incurred during acts of terrorism or sabotage:

The Company shall pay or cause to be paid, subject to the conditions set forth in Paragraphs A.3 and A.4, five hundred thousand dollars (\$500,000) for death or for the conditions specified in Paragraphs A.1.b and A.1.c, caused by or resulting from any acts of terrorism or sabotage or counteraction to such acts of terrorism or sabotage, to such Flight Attendant if the Flight Attendant is alive, otherwise to their designated beneficiary under the Company's Group Life Insurance Plan. In no event will more than one lump sum payment of five hundred thousand dollars (\$500,000) be made per covered Flight Attendant. "Permanent total disability" shall mean the complete inability of the Flight Attendant to perform any and every duty pertaining to any occupation or employment for remuneration or profit for the remainder of the Flight Attendant's life. "Loss", with respect to sight and hearing, shall mean entire and irrecoverable loss of such sight or hearing; with respect to hands or feet, loss shall mean actual severance through or above the wrist or ankle joints. In the event the Flight Attendant is killed, incurs a loss, is permanently medically disqualified, suffers permanent bodily disfigurement, or becomes permanently and totally disabled, as provided above, the payments under Paragraph A.1, shall be five hundred thousand dollars (\$500,000), and such benefits shall be in addition to any benefits provided in other Company plans and payments made pursuant to State Workers Compensation Laws.

#### **2. Temporary Occupational Disability Benefits**

In the event a Flight Attendant is temporarily disabled due to an injury or illness arising out of or suffered in connection with acts of terrorism or sabotage while on flight duty or paid layover, the Company shall pay for the period of disability, up to a maximum of twelve (12) months, monthly compensation at the rate of pay set forth in Paragraph A.9. Such payment will be less weekly indemnity benefits received under applicable State Workers Compensation Laws and any payments made under the Long Term Disability Plan. Notwithstanding the provisions of

Sick Leave, Section 9, such Flight Attendant will not be charged sick leave during such twelve (12) month period.

3. **Applicability**

The payments provided by the provisions of Paragraph A.1, shall be applicable to any Flight Attendant only when the conditions set forth in Paragraphs A.1.a, A.1.b, and A.1.c, as applicable, or the injury or illness which leads to such casualty, occurs as a result of acts of terrorism or sabotage or military counteraction of any government, agency or organization while such Flight Attendant is inside or outside the United States, and while the Flight Attendant is on flight duty or paid layover.

4. **Exclusions**

Benefits payable under Paragraphs A.1, A.2, A.5, and A.6, shall not be applicable to a Flight Attendant when death, or a condition set forth in Paragraph A.1.c or A.2, as applicable:

- a. is intentionally self-inflicted; or
- b. is contracted, suffered or incurred while such Flight Attendant was engaged in a criminal enterprise, or results from the Flight Attendant having engaged in a criminal enterprise.

5. **Workers Compensation Benefits**

A Flight Attendant who is killed or injured during acts of terrorism or sabotage while on flight duty or paid layover will be covered for Workers Compensation benefits as prescribed by the state or territory in which such Flight Attendant's base station is situated. For a Flight Attendant who is killed, these benefits shall be in addition to other benefits to which a Flight Attendant's beneficiaries or representatives may be entitled, such as:

- a. Any basic or elected optional life insurance benefits available under the Company's Group Life Insurance Plan;
- b. The death benefits provided under the Company's Retirement Benefit Plan, if applicable;
- c. The death benefits available under any Personal Accident policy, if applicable;
- d. The death benefits provided under Paragraph A.1.

6. **Missing, Internment, Prisoner or Hostage Benefits**

- a. A Flight Attendant who is missing because of acts of terrorism or sabotage committed against such Flight Attendant while the Flight Attendant is on flight duty or paid layover, shall be paid monthly compensation as set forth in Paragraph A.9, for a maximum period of twelve (12) months after the Flight Attendant's disappearance or until death is established, whichever occurs first. When such Flight Attendant has been missing for twelve (12) months, the Company will aid the beneficiary in obtaining legal proof in order that death benefits under Company plans (including the Company's Retirement Plan, if applicable) can be paid, consistent with applicable state law.
- b. A Flight Attendant, who is interned or taken prisoner or hostage as a consequence of terrorism or sabotage while on duty or paid layover shall be paid monthly compensation as set forth in Paragraph A.9, for the period during which the Flight Attendant is known to the Company to be interned or held prisoner or hostage. Such payments will cease, however, when such Flight Attendant's release or death is established.

- c. When, under the provisions of Paragraph A.6.a or A.6.b, a Flight Attendant has been missing for a period of twelve (12) months, or in the event no information is received by the Company for twelve (12) continuous months that an interned, imprisoned or hostage Flight Attendant is alive, the death benefits provided under Paragraph A.1, shall be paid. If such Flight Attendant is later found to be alive, compensation as set forth in Paragraph 6.b, will be paid retroactively from the time that monthly payments ceased, less any death benefits paid under Paragraph A.1, which were paid to the beneficiary, up to the time released. Any death benefits not recovered per the above offset will be repaid by the beneficiary to the Company upon its demand.

## 7. Benefit Assignments

- a. The monthly compensation allowable under Paragraph A.6, to a Flight Attendant interned, missing, held hostage or prisoner, shall be credited to such Flight Attendant on the books of the Company and shall be disbursed by the Company in accordance with written directions from her/him. The Company shall require each Flight Attendant to execute and deliver to the Company a written direction in the form hereinafter set forth. The Company shall, as soon as practicable, require all Flight Attendants to execute and deliver to the Company such written directions. The direction referred to shall be in, substantially, the following form:

"To: American Airlines, Inc.

"You are hereby directed to pay all monthly compensation allowable to me under Section 24.A.6. contained in the current Agreement between American Airlines, Inc. and the Association of Professional Flight Attendants, while interned, held prisoner or hostage, or missing, as follows:

Initially, to \_\_\_\_\_, \_\_\_\_\_,  
 (Name) (Address)  
 as long as living, and thereafter to \_\_\_\_\_,  
 (Name) \_\_\_\_\_ as long as living, and thereafter to  
 (Address)  
 \_\_\_\_\_, \_\_\_\_\_,  
 (Name) (Address)  
 as long as living.

"The balance, if any, and any amounts accruing after the death or legal determination of death of all persons named in the above designations shall be held for me or, in the event of my death before receipt thereof, shall be paid to the legal representative of my estate.

"The foregoing directions may be modified from time to time by letter signed by the undersigned, and any such modification shall become effective upon receipt of such letter by the Company.

"Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making any further payment with respect thereto.

\_\_\_\_\_  
 (Flight Attendant Signature)

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

Employee No. \_\_\_\_\_"

- b. Any payments due to any Flight Attendant under this provision which are not covered by a written direction, as above required, or as provided in Paragraph A.1, shall be held by the

Company for such Flight Attendant and, in the event of their death or legal determination of death, shall be paid to the legal representative of the Flight Attendant's estate.

8. Seniority

Flight Attendants shall maintain and continue to accrue all seniority and longevity for pay purposes during periods in which they are interned, held prisoner or hostage, or missing because of acts of terrorism or sabotage.

9. Monthly Compensation Definition

"Monthly compensation" as used in Paragraphs A.2, A.6, and, A.7, is defined as the applicable monthly schedule maximum payable at the Flight Attendant's rate of pay and Operation status with subsequent negotiated increases to be included. Further, a Flight Attendant receiving such monthly compensation shall not be treated less favorably than any other Flight Attendant in that they shall be the recipient of all future negotiated benefits. Paragraph A.9 will have no effect on payments made under the Company LTD Plan.

10. Relationship With Other Provisions

Any payments made under the provisions of Section 24 will be in lieu of any and all other payments provided for under the Agreement, except as specifically noted in the provisions of Section 24.

## **SECTION 25 - LEAVES OF ABSENCE/APPROVED TIME OFF**

### **A. PERSONAL LEAVE**

1. A Flight Attendant may be granted a personal leave of absence without pay for a period not to exceed one hundred and eighty (180) days. Requests for personal leave and mutually agreed upon start and end dates shall be in writing. Once granted, a personal leave may only be canceled by mutual agreement between the Company and the Flight Attendant. A personal leave may be extended for additional periods not to exceed one hundred and eighty (180) days when approved in writing by the Company.
2. The chart in Paragraph O contains additional rules and benefits that apply to a Personal Leave.

### **B. VOLUNTARY LEAVE OF ABSENCE (VLOA)**

1. When the requirements of the service permit, a Flight Attendant may be granted a Voluntary Leave of Absence (VLOA) without pay for one (1) bid period. A VLOA shall be offered on a crew base basis. A VLOA will be available for bid and will be awarded as far in advance as possible. The VLOA will be awarded in seniority order to Lineholders first and then to Reserves in seniority order. The award shall be completed prior to the bid process or, if not possible, the bid and award may be made part of the monthly bid process.
2. In the event the Company determines that it is overstaffed for a portion of a bid period the Company may offer VLOAs for less than one (1) bid period. These leaves shall be communicated electronically to Flight Attendants and open for a minimum of seventy-two (72) hours and shall be granted in seniority order after the seventy-two (72) hour posting period has elapsed. If there are remaining leaves available, they shall be granted on a first-come, first-serve basis until the staffing has been reduced by the necessary number of Flight Attendants provided such request is received prior to the opening of PBS.
3. At their option, a Flight Attendant on a VLOA may attend their scheduled training in their base month. A Flight Attendant on a VLOA will be required to attend their training in their grace month.
4. A VLOA shall be unpaid but the Flight Attendant shall be treated as if on active status for all purposes. Once awarded, a VLOA cannot be canceled except by mutual agreement between the Flight Attendant and the Company.
5. The Company shall either offer all VLOAs in a bid period that release Flight Attendants with carry over trips on the first day of the new bid period or all VLOAs that obligate Flight Attendants to be responsible for the carry over trip into the new bid period unless otherwise relieved of the obligation pursuant to the terms of this Agreement. If the Company makes the decision to release a Lineholder with carry-over trips on the first day of a bid period, a Lineholder will have the option of splitting the carry-over trip, if possible, completing the carry-over trip, or dropping the trip without pay. In such instance, a Reserve will have their days of availability in the oncoming bid period removed and for purposes of splitting only such days will be treated as Golden Days.
6. The chart in Paragraph O contains additional rules and benefits that apply to a VLOA.

### **C. LEAVE IN LIEU OF FURLOUGH**

1. A Leave in Lieu of Furlough without pay will be available to bid at a crew base in lieu of a reduction of personnel at that crew base in accordance with Reduction in Force, Section 23.

2. The Company will not actively contest claims for unemployment benefits filed by Flight Attendants accepting a Leave in Lieu of Furlough.
3. The chart in Paragraph O contains additional rules and benefits that apply to a Leave in Lieu of Furlough.

#### **D. EDUCATIONAL LEAVE**

1. A Flight Attendant requesting an Educational Leave of Absence without pay must specify the entire period they wish to be on leave. An Educational Leave that has been granted shall not be canceled by the Company. A Flight Attendant will be allowed to return to active status at any time during the leave by giving thirty (30) days written notice to the Company.
2. A Flight Attendant requesting an Educational Leave of Absence must provide the Company with the necessary documentation to support the reason for the leave.
3. The chart in Paragraph O contains additional rules and benefits that apply to an Educational Leave.

#### **E. MEDICAL LEAVE OF ABSENCE**

1. The Company shall grant a Flight Attendant a Medical Leave of Absence, upon request, due to an illness or injury.
2. The Company will require a Flight Attendant requesting a Medical Leave to furnish written verification from the Flight Attendant's personal physician confirming their inability to perform Flight Attendant duties.
3. Prior to returning to duty from Medical Leave, a Flight Attendant will be required to present a physician's statement verifying that the Flight Attendant is medically fit to perform all required Flight Attendant duties.
4. Any dispute about a Flight Attendant's ability to perform their required duties shall be resolved using the procedures outlined in Medical Examinations, Section 28.
5. Any Flight Attendant who is unable to return to active service from an unpaid Medical Leave after five (5) consecutive years shall be deemed to have voluntarily resigned from the Company and their name shall be removed from the seniority list. Removal from the seniority list, however, shall not be automatic. Instead, the Company, upon request from the Flight Attendant, shall consider whether an additional period of leave of a specific duration may be reasonable.
6. If eligible according to the terms of the disability program, a Flight Attendant may use disability benefits while on Medical Leave of Absence. A Flight Attendant will be required to use sick hours. Use of sick, vacation accrual and disability benefits shall be as provided in Sick Leave, Section 9; Vacation, Section 8; and Insurance, Retirement, and Other Benefits, Section 26.
7. A pregnant Flight Attendant may remain on active status until their personal physician certifies to the Company that the Flight Attendant is no longer able to perform Flight Attendant duties. If the Flight Attendant subsequently provides written verification from their physician that they are not able to perform Flight Attendant duties, the Flight Attendant will be placed on a medical leave of absence.
8. Medical Leaves for elective surgery may not be taken between November 15<sup>th</sup> and January 6<sup>th</sup> unless required under FMLA.

9. The chart in Paragraph O contains additional rules and benefits that apply to a Medical Leave.

#### **F. FAMILY MEDICAL LEAVE (FMLA)**

1. A Flight Attendant who is eligible and qualifies for a leave of absence under the Family Medical Leave Act (FMLA) or applicable state law, whichever is greater, shall be granted a leave of absence.
2. A Flight Attendant will be required to use their sick hours while on FMLA for their own illness. At the Flight Attendant's option, they may use vacation that is or may be scheduled during the year while on FMLA for their own illness. While on FMLA, the use of vacation while caring for a family member will be in accordance with Company policy.
3. To the extent permitted by law, FMLA shall run concurrently with other approved leaves.
4. A Flight Attendant on a FMLA shall receive all benefits as provided by the FMLA or applicable state law.
5. The chart in Paragraph O contains additional rules and benefits that apply to a FMLA. **21**
6. Protected time equivalent to FMLA shall be provided in cases involving a Domestic Partner (same and opposite sex) who meets the eligibility requirements, as defined in the Company's Domestic Partner Benefits Program.

#### **G. MATERNITY/PATERNITY LEAVE**

1. The status of a pregnant Flight Attendant shall be as provided in Paragraph E.7.
2. A Flight Attendant who does not qualify for a Medical Leave of Absence shall, upon request at any time during the pregnancy, be granted an unpaid Personal Leave of Absence. If the Flight Attendant subsequently provides written verification from their physician that they are not able to perform Flight Attendant duties, the Flight Attendant shall be placed on a Medical Leave of Absence.
3. After the birth of a child or termination of pregnancy, a Flight Attendant may request and shall be granted an unpaid Maternity/Paternity Leave of Absence for up to one hundred and eighty (180) calendar days. This leave shall commence upon the date of birth or termination and shall continue until no later than one hundred and eighty (180) calendar days after that date. Additional leave will be considered by the Company due to extenuating circumstances.
4. If eligible according to the terms of the disability program, a Flight Attendant may use disability benefits while on Maternity Leave. A Flight Attendant will be required to use sick hours. Use of sick, vacation accrual and disability benefits shall be as provided in Sick Leave, Section 9, Vacation, Section 8, and Insurance, Retirement, and Other Benefits, Section 26.
5. The chart in Paragraph O contains additional rules and benefits that apply to a Maternity/Paternity Leave.

#### **H. ADOPTION LEAVE**

1. A Flight Attendant who legally adopts a child shall be granted a leave of absence. Such leave will commence on the date that the Flight Attendant takes custody of the child, or, in the event travel is required, when the Flight Attendant begins travel to obtain custody of the child and will continue until a court of competent jurisdiction issues or refuses to issue a decree declaring the Flight Attendant as the legal parent of the child. Once a decree is issued, an additional one hundred and eighty (180) days of leave will be granted at the Flight Attendant's option.

Additional leave will be considered by the Company due to extenuating circumstances.

2. The chart in Paragraph O contains additional rules and benefits that apply to an Adoption Leave.

#### **I. UNION LEAVE**

1. The Company shall grant a Union Leave of Absence without pay to a Flight Attendant who is elected or appointed to a position with APFA provided the APFA remains the exclusive bargaining agent for the employees covered under this Agreement. A Flight Attendant granted leave under this Paragraph shall continue to accrue seniority and shall return to duty subject to Seniority, Section 20.
2. A Flight Attendant on Union Leave shall be paid directly by the APFA and shall not be covered by the flight pay loss provisions of Union Business, Section 32.
3. The chart in Paragraph O contains additional rules and benefits that apply to a Union Leave.

#### **J. MILITARY LEAVE OF ABSENCE**

1. A Flight Attendant who receives orders to report to the military service of the United States will be granted a Military Leave of Absence without pay. The duration of the leave, including reserve duty, and the Flight Attendant's reemployment rights will be governed by applicable statutes. Flight Attendants on Military Leave will be treated no less favorably than as provided in Corporate Policy.
2. In the case of a temporary disability which makes it impossible to return to active flight status within ninety (90) calendar days after discharge, special arrangements shall be made by the Company and the APFA for an appropriate extension of time, not less than that permitted for a Medical Leave of Absence.
3. A Flight Attendant requesting short-term weekend military duty will do so prior to the beginning of the bid month. Where such prior notification is given, the Flight Attendant will have the following options:
  - a. To protect scheduled days off, the Flight Attendant may request a leave of absence to participate in scheduled weekend military reserve training. However, the Flight Attendant's minimum monthly pay guarantee will be prorated to reflect the additional time off if their credited flight time does not exceed their minimum monthly guarantee;
  - b. To protect the minimum monthly pay guarantee, a Flight Attendant may choose to move any scheduled days off in the bid period to cover the scheduled weekend reserve training, upon notification to Crew Scheduling. The days off must be in accordance with the parameters in Reserve Duty, Section 12;
  - c. A Flight Attendant may use vacation for short term weekend military duty.
4. The chart in Paragraph O contains additional rules and benefits that apply to a Military Leave.

#### **K. GENERAL**

1. A Flight Attendant desiring to take a leave of absence should notify the Company by submitting a completed leave of absence form, available on the Company Intranet. This form should include, but not limited to, the type of leave desired, when the leave should commence, and the expected duration of the leave. Approval or denial of such leave shall be made in writing and sent by U.S. Mail or another verifiable method, including an electronic method as soon as

possible after the date on which the request was received by the Company.

2. A request for an extension of a leave of absence shall be made in writing as above and state the expected duration of the extension. The disposition of the request shall be made as soon as possible. A Flight Attendant will be notified of the disposition of their request by U.S. Mail or another verifiable method, including an electronic method.
3. A Flight Attendant on a leave of absence who continues to be paid by utilizing sick leave and/or scheduled vacation will continue to have access to insurance benefits at the active rate, sick and vacation accrual. Pass travel privileges shall be pursuant to Company policy.
4. A Flight Attendant who elects to utilize their scheduled vacation days while on a paid Leave of Absence cannot split their vacation group. The Flight Attendant shall be paid for the entire vacation group utilized.
5. Other Employment While on Leave
  - a. A Flight Attendant commencing other employment or previously engaged in other employment while on FMLA, Personal Leave, Maternity/Paternity Leave, VLOA, Leave in Lieu of Furlough, Leave in Lieu of Crew Base Displacement, Educational Leave, Adoption Leave, Military Leave or Union Leave shall not be required to obtain permission of the Company.
  - b. For leaves other than those specified in Paragraph K.5.a, the Company shall notify a Flight Attendant requesting such leave, in writing, of the requirement to obtain permission to commence or continue other employment. When such Flight Attendant requests permission to commence or continue other employment, the Company shall respond in writing granting permission or stating the reasons for denial.
  - c. The Company shall not arbitrarily deny a request for permission to engage in other employment while on a leave of absence pursuant to Paragraph K.5.b. Permission may be denied in the case of a Flight Attendant on a Medical or Occupational Injury/Illness leave of absence where the other employment is not consistent with the Flight Attendant's claim of being unable to perform their Flight Attendant duties or the other employment would impede or otherwise interfere with recovery and return to duty.
  - d. A Flight Attendant on a Voluntary Furlough and a Flight Attendant on an Involuntary Furlough will be allowed to engage in other employment within the aviation industry.
6. Return from a Leave of Absence
  - a. A Flight Attendant on a leave of absence shall provide the Company with at least fifteen (15) days' notice of the date they intend to return to active status. Upon providing such notification, the Company shall immediately arrange for all administrative details, e.g., fingerprinting, background checks, and I.D., if applicable, to be completed and arranged for Recurrent training, extended Recurrent or new hire, as applicable. For Recurrent training, the class must be scheduled to begin within the first seven (7) days of the Flight Attendant's return date. If a Flight Attendant on an extended leave of absence requires training longer than Recurrent training (e.g., extended requalification training) the Company shall place the Flight Attendant in the next class. Such class start date shall not exceed thirty-one (31) days from the Flight Attendant's return date. If a Flight Attendant on an extended leave of absence is required by the FAA to attend new hire training, they will be placed in the next new hire class, the start date of which will not exceed ninety (90) days from the Flight Attendant's return date. If the applicable aforementioned time periods have elapsed and no training class has been made available to the Flight Attendant, and/or the Company fails to complete administrative details, the Company shall then be responsible

for providing pay protection based on the Flight Attendant's six (6) month pay average or if the Flight Attendant misses trips, pay protection based on trips missed. A Flight Attendant requesting an alternative training date outside the seven (7) day window will waive any pay protection. If required, a Flight Attendant shall report for assigned drug testing and fingerprinting.

- b. A Flight Attendant returning from a leave of absence who fails to take required training shall be placed on inactive status until such training is completed. A Flight Attendant returning from a leave of absence who fails to take Recurrent training for the second scheduled class, except under extenuating circumstances, shall be deemed a voluntary resignation from the Company and the Flight Attendant's name shall be removed from the seniority list.
- c. A Flight Attendant who does not need to take required training and who fails to return to active service at the end of a leave of absence shall be deemed a voluntary resignation from the Company and the Flight Attendant's name shall be removed from the seniority list, except under extenuating circumstances.

7. Options regarding use of vacation while on a leave of absence will be as provided for in Vacation, Section 8.
8. A Flight Attendant's eligibility for benefits will recommence immediately upon return from a leave of absence, i.e., commencement of training and/or completion of administrative requirements as outlined in Paragraph K.6.a.
9. A Flight Attendant returning from a leave of absence may be required to perform physical limitations testing as required by medical personnel designated by the Company. Any dispute resulting from such examination will be settled pursuant to Medical Examinations, Section 28. A Flight Attendant may be required to submit a physician's statement upon return from a Medical Leave as specified in Paragraph E.3.
10. While on a leave of absence, contributions will continue on any 401(k)/defined contribution eligible compensation received by the Flight Attendant unless the Flight Attendant changes the contribution level in accordance with Company policy.

## **L. APPROVED TIME OFF**

1. Bereavement Days
  - a. Upon notification to an Inflight Manager, a Flight Attendant will be granted up to three (3) days off when there is a death in the Flight Attendant's immediate family.
  - b. Immediate family shall include a Flight Attendant's spouse, domestic partner as defined in Company policy, children, step-children, grandchildren, parents, step-parents, grandparents, brothers, sisters, legal guardian, and spouse/domestic partner's family (parents, step-parents, brothers, sisters, and grandparents) or relative who actually resides with the Flight Attendant. Bereavement will also be granted in the event of death of any member of the employee's household residing at the same address. If the Company policy provides for more individuals than those listed above, Flight Attendants shall be provided Bereavement Leave for such individuals in addition to the individuals listed above.
  - c. Bereavement Days must be taken within thirty (30) days of the date of the death, absent mitigating circumstances.
  - d. A Flight Attendant shall receive four (4) hours pay and credit for three (3) consecutive days.

- e. Upon request, the Company shall have the discretion to grant additional days off or to grant days off for an individual other than those stated in Paragraph L.1.b, without pay. Such time off will reduce a Flight Attendant's guarantee by the applicable prorated amount. If such days are granted, the Flight Attendant at their option may use vacation days.
- f. The Company shall arrange on-line positive space pass transportation to attend the funeral or memorial service/family gathering for a Flight Attendant and their eligible dependents, in accordance with Company policy.

2. Personal Day Policy

- a. A Flight Attendant is entitled to two (2) Personal Days per rolling twelve (12) month period to be used only in the event of an unexpected emergency. A Flight Attendant may request use of their Personal Days by making a verbal request to Crew Scheduling with a follow up call to the Flight Attendant's supervisor.
- b. The initial Company's decision to award Personal Days will be based on coverage. The Company will not require verification of the emergency. The Personal Days will be unpaid. A Reserve will have four (4) hours and ten (10) minutes (thirty (30) day month) or three (3) hours and fifty-six (56) minutes (thirty-one (31) day month) deducted from their guarantee.
- c. If the initial decision is to not grant a Personal Day request based on coverage, the Flight Attendant may contact their Inflight Manager/Operations Coordinator, Inflight to seek approval of the Personal Day request. The Inflight Manager/Operations Coordinator, Inflight will approve the request if the circumstances of the unexpected emergency warrants a Personal Day. The Company will not require verification of the emergency.
- d. After the two (2) Personal Days are exhausted, the Company maintains the discretion to grant additional days consistent with the current practice regarding Personal Days. For any such additional days, the Flight Attendant must contact their Inflight Manager. These additional days will be unpaid. The Company may require verification of the additional emergency.

#### **M. BENEFITS**

- 1. Flight Attendants are eligible for COBRA continuation after the expiration of the employer contribution. The COBRA continuation period shall not commence until the expiration of any employer provided medical benefits.
- 2. If a Flight Attendant uses sick or vacation at the commencement of a leave of absence, the timelines in the chart below will commence on the first unpaid day following the paid sick or vacation days.

#### **N. MEDICAL RETURN TO WORK CLEARANCE**

The Company will post and keep current on the Company's intranet the method and availability of medical return to work clearance.

## O. UNPAID LEAVES OF ABSENCE CHART

Type of Leave	Occupational Seniority (bidding)	Class/Long Seniority (pay & VC)	Sick and Vacation Accrual	Basic Medical	Life Insurance	Travel Privileges	Length of Leave
Personal Leave	Yes (duration)	Yes (30 days)	Yes, if available for 15 days	Yes, full rates (duration)*	Yes, full rates (duration)*	No*	Not to exceed 180 days, but may be extended upon approval
Voluntary Leave of Absence (Bid Leave)	Yes (duration)	Yes (duration)	Yes (duration)	Yes, active rates (duration)	Yes, active rates (duration)	Yes	Up to 1 bid period; can be consecutive
Leave in Lieu of Furlough	Yes (duration)	Yes (duration)	Yes, if available for 15 days	In accordance with Company policy*	In accordance with Company policy*	Yes	Varies
Educational	Yes (duration)	Yes (30 days)	Yes, if available for 15 days	Yes, full rates (duration)*	Yes, full rates (duration)*	No*	Varies
Unpaid Medical / Medical Maternity /	Yes (duration)	Yes (30 days)	Yes, if available for 15 days	Yes, active rates (up to 12 months from unpaid, then COBRA)*	Yes, active rates up to 12 months from unpaid, then full rate conversion*	Medical - No*, w/ exception: see unpaid FMLA Maternity- Yes	As medically required; 5 year maximum
Unpaid IOD	Yes (duration)	Yes (duration)	Yes, if available for 15 days	Yes, active rates (up to 12 months from unpaid, then COBRA)*	Yes, active rates up to 12 months from unpaid, then full rate conversion*	No,* w/ exception: see unpaid FMLA	As medically required; 5 year maximum
Unpaid FMLA	Yes (duration)	Yes (duration)	Yes, if available for 15 days	Yes, active rates (duration)	Yes, active rates (duration)	Yes, including unpaid IOD and Medical Leaves that run concurrent with FMLA*	Up to 12 weeks

Type of Leave	Occupational Seniority (bidding)	Class/Long Seniority (pay & vc)	Sick and Vacation Accrual	Basic Medical	Life Insurance	Travel Privileges	Length of Leave
<b>Personal Maternity (JCBA Section 25.G) Paternity, Adoption</b>	Yes (duration)	Yes (30 days)	Yes, if available for 15 days	Yes, full rates (duration)*	Yes, full rates* (duration)	Yes*	180 day max from date of birth or in accordance with 25.H.1 for adoption
<b>Union Leave</b>	Yes (duration)	Yes (duration)	Yes, if available for 15 days	Yes, active rates (duration)*	Yes, active rates (duration)*	Yes*	Varies
<b>Military</b>	Yes (duration)	Yes (duration)	Yes, if available for 15 days, but in no case less than required by USERRA	Yes, active rates (duration in accordance with Company policy, but in no case less than required by USERRA)	Yes, active rates (duration in accordance with Company policy, but in no case less than required by USERRA)	Yes, (duration in accordance with Company policy, but in no case less than required by USERRA)	5 years, in accordance with USERRA

Notes:

Full rates = Full cost of coverage including the employee and employer contributions

Active rates = Both the Company and the employee pay the same portions of the premiums as if the employee were on active payroll

\* Subject to change based on Company policy

Full Rate Conversion - Policy converts to an individual policy with MetLife at the rates MetLife provides

If leaves are consecutive (no paid status between leaves), with the exception of VLOA's, the benefit period begins on the first day of the first leave.

## **SECTION 26 - INSURANCE, RETIREMENT, AND OTHER BENEFITS**

The following represents the terms of the medical and life coverage for eligible active Flight Attendants under The American Airlines, Inc. Health & Welfare Plan for Active Employees ("Medical Plan") (with said medical coverage being referred to herein as "Active Medical Coverage") and, Flight Attendants retiring on or after November 1, 2012 under The Group Life and Health Benefits Plan for Retirees of American Airlines, Inc. ("Retiree Medical Plan") (with said medical coverage being referred to herein as "Retiree Medical Coverage").

### **A. LIFE INSURANCE**

For an employee whose base monthly salary is one thousand five hundred dollars (\$1,500) or over, their basic coverage shall be two (2) times their base annual salary taken to the next higher multiple of one hundred dollars (\$100), but not more than seventy thousand dollars (\$70,000).

### **B. MEDICAL AND DENTAL PLAN**

Active Flight Attendant Medical Coverage shall continue in effect according to the following provisions:

1. The Company will offer two (2) medical options in the Medical Plan subject to Paragraph 9: (i) the Standard option; and, (ii) the Core medical option which is a Health Savings Account-compatible medical option. The Company reserves the right to amend the Medical Plan at the Company's sole discretion, with the exception of:
  - a. The Standard medical option design features in the Chart of Active Medical Coverage Option Design Features in Paragraph B.9;
  - b. The employee contribution methodology for the Standard and Core medical options described in Paragraphs B.4 and B.6;
  - c. The right to purchase dental coverage on similar terms as the "Plus" or "Basic" dental plans in effect for the 2020 plan year.
2. To the extent the Company is offering the High Cost Coverage medical option in any plan year to employees, employees eligible to enroll in the Standard or Core medical options will be eligible to enroll in the High Cost Coverage medical option. The Company reserves the right to amend or terminate the High Cost Coverage medical option, at its sole discretion.
3. To the extent feasible, advance notice of material Medical Plan changes will be provided to the APFA prior to implementation. At least thirty (30) days prior to the distribution of the Active Medical Coverage annual enrollment materials, the Company will provide the APFA with a copy of the data, assumptions and methodologies used to calculate employee contributions under the Standard and Core medical options.
4. Aggregate employee contributions for the Standard and Core medical options will be twenty-one percent (21%) of the total projected cost of each forecasted year of healthcare expenses for these two (2) medical options (which include medical/prescription and administrative expenses) as calculated by the Company. Employee contributions for the Standard and Core medical options will increase with medical inflation with employee contributions set as explained above. The High Cost Coverage medical option inflation and employee contributions will be calculated separately from the Standard and Core medical options.

5. The Standard medical option annual In-Network deductible will be eight hundred and fifty dollars (\$850.00) for single coverage and two thousand five hundred and fifty dollars (\$2,550) for family coverage.

6. Chart of Coverage Tiers:

Current Coverage Tiers	New Coverage Tiers	Contribution Multiplier
Employee Only	Employee Only	1.0
Employee + 1	Employee + Spouse/Domestic Partner	2.6
	Employee + Child(ren)	1.8
Employee + 2 or more	Employee + Family	3.5

The multiplier for the New Coverage Tiers is based on the Employee Only coverage tier.

7. New employees eligible for healthcare coverage will default to the Core medical option for Employee Only coverage on their eligibility date, unless the employee waives coverage or elects another option or level during the initial enrollment period.

8. To the extent the Company is offering incentives in any plan year to employees for participating in a wellness program, employees enrolled in the Standard and Core medical options will be eligible for those incentives provided they meet the criteria (as established by the Company at its sole discretion) for earning the incentive.

9. Chart of Active Medical Coverage Option Design Features:

Current Plan Design Features	Standard	Core
Health Spending Accounts	HRA	
In Network Deductible (Single/Family)	\$850/\$2550	
Out of Network Deductible (Single/Family)	\$3,000/\$9,000	
Coinsurance (In/Out)**	20%/40%	
In Network Out of Pocket Max (Single/Family)	\$2,000/\$5,000	
Out of Network Out of Pocket Max (Single/Family)	\$6,000/\$15,000	
Primary Care Physician Copay (In Network only)	\$30*	
Specialist Copay (In/Out)	20%/40%	
Retail Clinics Copay (In/Out)	20%/40%	
Preventive Care	\$0	
Emergency Room	Ded/Coins/\$100 Copay	
Pharmacy (Retail)		
Generic	20% (\$10 min/\$40 max)	
Formulary Brand	30% (\$30 min/\$100 max)	
Non-Formulary Brand	50% (\$45 min/\$150 max)	
Pharmacy (Mail)		
Generic	20% (\$5 min/\$80 max)	
Formulary Brand	30% (\$60 min/\$200 max)	
Non-Formulary Brand	50% (\$90 min/\$300 max)	
2024 Monthly Contributions		
EE Only	\$154.11	\$95.89
EE + Spouse/DP	\$400.70	\$249.34
EE + Child(ren)	\$277.41	\$172.62
EE + Family	\$539.42	\$335.65

\*Deductibles and co-insurance apply if provider is out of network.

\*\* (In/Out) when used in the chart means In-Network and Out-of-Network, respectively.

The following provisions apply to the Standard medical option:

- a. Deductibles do not apply toward Out of Pocket maximum;
- b. Medical coinsurance applies towards Out of Pocket maximums;
- c. Pharmacy coinsurances do not apply towards deductibles, but do apply towards Out of Pocket maximums;
- d. Co-pays do not apply to the Deductible.

10. The Company will also retain the right to amend any provision in the Medical Plan for the purpose of complying with applicable laws and regulations.
11. Flight Attendants will be required to timely pay for all benefits, including Flexible Spending Account contributions, in order to maintain coverage, including while on a Leave of Absence, through payroll deduction, the direct bill process or other collection process as applicable.

#### **C. DISABILITY COVERAGE**

The Company agrees to offer, at the employee's expense, an Optional Short Term Disability Plan, a Long Term Disability Plan and Optional Voluntary Personal Accident Insurance (VPAI).

#### **D. RETIREE HEALTH CARE**

##### **Retiree Medical Coverage for Flight Attendants**

(Including LAA Retiring On or After November 1, 2012 and LUS Retiring On or After January 1, 2016)

1. Notwithstanding any other collective bargaining agreement provisions, and all other agreements, past practices, and arbitration awards between the parties, the Company is not required to maintain, fund, or provide for retiree medical or retiree life insurance benefits.
2. Retiree Medical Coverage For Flight Attendants Ages 55 through 64  
(Including LAA Retiring On or After November 1, 2012 and LUS Retiring On or After January 1, 2016)

Flight Attendants retiring on or after age fifty-five (55) and through age sixty-four (64) will have access to a Company-sponsored retiree medical option. Retiree contribution rates for this coverage will be one hundred percent (100%) of projected annual expenses (which includes administrative expenses) using data, assumptions, and methodologies for calculating future retiree healthcare costs. Although it is the Company's intention to continue to make available access to medical coverage for retirees from age fifty-five (55) through age sixty-four (64), the Company reserves the right to modify, amend, or terminate the Retiree Medical Plan at any time.

3. Retiree Medical Coverage For Flight Attendants Age 65 and Older  
(Including LAA Retiring On or After November 1, 2012 and LUS Retiring On or After January 1, 2016)

Retiree Medical Coverage shall cease when the retired Flight Attendant attains age sixty-five

(65). Retirees age sixty-five (65) and over will be offered access to purchase, at the retiree's expense, a guaranteed issue Medicare supplement plan through a third party administrator, to the extent available.

4. To the extent feasible, at least thirty (30) days prior to the distribution of the Retiree Medical Coverage annual enrollment materials, the Company will provide the APFA with a copy of the data, assumptions and methodologies used to calculate the medical inflation rate and retiree contributions under the Retiree Medical Coverage.

#### **E. NON-INCORPORATION**

The Medical Plan and the Retiree Medical Plan are not incorporated in this Agreement.

#### **F. RETIREMENT PLAN**

All eligible Flight Attendant employees will participate in the American Airlines, Inc. 401(k) Plan ("American 401(k) Plan"), a tax qualified, defined contribution retirement plan under Section 401(a) of the Internal Revenue Code ("Code"), with a cash or deferred arrangement that qualifies under Section 401(k) of the Code, that complies with the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974, as by amended ("ERISA"), or an equivalent plan.

1. The Company, subject to any laws limiting the amount of benefit which can be contributed to or accrued under a plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and its regulations, will provide contributions under the American 401(k) Plan.
2. Flight Attendants shall be auto-enrolled at an Employee Before-tax Elective Contribution rate of three percent (3%) of Compensation, as defined in the American 401(k) Plan. Auto-enrollment will occur as soon as administratively feasible but not less than thirty (30) days following the Flight Attendant's hire date.
3. Flight Attendants shall receive the following Company Contributions for pay received each payment date:
  - a. Company Non-Elective Contributions in an amount equal to five percent (5%) of the Flight Attendant's Eligible Compensation; plus,
  - b. Employer Matching Contributions in an amount equal to one hundred percent (100%) of the Flight Attendant's Employee Before-tax Contributions and Employee Designated Roth Contributions up to a maximum Employer Matching Contribution equal to four percent (4%) of the Eligible Compensation;
  - c. however, under no circumstance will the total amount contributed by the Company exceed nine percent (9%) of the Flight Attendant's Eligible Compensation determined on a year-to-date basis.
4. The Company reserves the right to amend the American 401(k) Plan at the Company's sole discretion. For avoidance of doubt, the Company will also retain the right to amend any provision in the American 401(k) Plan for the purpose of complying with applicable laws and regulations.
5. The American 401(k) Plan is not incorporated in this Agreement.

## **G. RETIREE SICK BANK OPTIONS**

1. Upon retirement, pursuant to Company policy, a Flight Attendant at their election will be paid eight dollars and sixty-five cents (\$8.65) per hour for accrued sick leave in their sick bank, or credited to a notional HRA subject to the provisions of Paragraph G.3 below. If a Flight Attendant does not timely notify the Company of their intent to retire in accordance with Paragraph G.2.b below, then the employee will be paid out their sick leave accrual hours as outlined in this Paragraph. In no case shall an eligible Flight Attendant retiree be paid out or credited for more than the maximum sick leave accrual specified in Sick Leave, Section 9.
2. The Company shall establish a Retiree Health Reimbursement Arrangement ("RHRA") for eligible APFA-represented Flight Attendant retirees who:
  - a. Meet the retirement criteria of the 65-Point Plan or equivalent policy and retire from the Company;

and

  - b. Give the Company at least four (4) months' advance notice of the Flight Attendant's intent to retire.
3. For such eligible Flight Attendant retiree, the Company will credit to a notional RHRA account, the Company will credit the value of the eligible retiree's accumulated unused sick leave hours at the time of retirement multiplied by fifty percent (50%) of the hourly base wage rate at the time of retirement. The RHRA account credits may be used for qualified retiree medical expenses for any qualified retiree medical plan. The RHRA account credits may only be used to reimburse the retiree for unreimbursed, substantiated, qualified medical expenses of the retiree and/or eligible dependents up to the retiree's RHRA account credit balance.
4. The RHRA must comply with all applicable laws and regulations. The Company will be responsible for drafting and maintaining the RHRA plan document(s) and will have discretion over all plan-related items not addressed in the CBA. The Company shall have the right to amend any provision of the RHRA plan that is required by applicable law or is necessary to maintain the tax qualified status of the plan.

## **SECTION 27 - INJURY ON DUTY (IOD)**

- A. A Flight Attendant who becomes ill or injured as a result of an occupational incident shall receive Workers' Compensation benefits in accordance with individual State laws.
- B. The Company shall pay protect a Flight Attendant who suffers an occupational illness or injury for the greater of their scheduled or actual credit hours per Compensation, Section 3, for the duty period in which the illness or injury occurs provided such occupational illness or injury claim is approved by the designated Worker's Compensation insurance provider.
- C. A Flight Attendant will use their accrued sick leave hours and scheduled vacation. If sick leave hours are exhausted, they may use vacation that is or may be scheduled during the year in order to receive pay for trip(s) or reserve days which were scheduled to occur during the statutory waiting period before Workers' Compensation benefits may begin. Trip(s) are based on the Flight Attendant's projected line as of the commencement of the statutory waiting period. The waiting period will be otherwise unpaid. To the extent the Flight Attendant receives retroactive payments of Workers' Compensation benefits for the statutory waiting period, they will be required to reimburse the Company for the sick leave and vacation pay and the Flight Attendant's sick leave and vacation banks will be credited accordingly.

### **D. SALARY CONTINUANCE**

1. A Flight Attendant who is receiving Workers' Compensation benefits may also receive salary continuance in accordance with Paragraph D.2 or D.3, until such time as they are released for duty. To be eligible for salary continuance, the Flight Attendant must select a physician from the Preferred Provider Network (PPN) unless; (i) the Flight Attendant is based in a state where the Company chooses not to participate in a PPN; (ii) in a state that does not have a PPN; or (iii) the Flight Attendant's primary residence is more than forty-five (45) miles from the nearest PPN provider. The amount of salary continuance provided by the Company will be adjusted to reflect any federal or state income tax benefit received by the Flight Attendant as the result of receiving Workers' Compensation benefits. Salary continuance will be offset by the Workers' Compensation benefits. A Flight Attendant who receives more salary continuance than they are entitled to will reimburse the Company for the amount of overpayment in accordance with Compensation, Section 3. The Company will promptly notify a Flight Attendant in writing of any overpayment amounts. If the Flight Attendant continues to be disabled when the period of salary continuance ends, they may apply for Long Term Disability in accordance with Insurance, Retirement, and Other Benefits, Section 26.
2. A Flight Attendant who is receiving Workers' Compensation benefits shall be eligible to receive salary continuance for a total period of up to six (6) months as a result of that particular illness or injury, except that such period shall be extended up to thirty-six (36) months if the injury is incurred while performing Flight Attendant duties and is because of an Aircraft Accident and which resulted in any of the following: 1) hospitalization of more than forty-eight (48) hours, commencing within seven (7) days from the date the injury was received; 2) results in a fracture of any bone (except simple fractures of fingers, toes, or nose); 3) causes severe hemorrhages, nerve, muscle or tendon damage; 4) involves any internal organ; or 5) involves second- or third-degree burns, or any burns affecting more than five percent (5%) of the body surface. For the purposes of this Paragraph, "Aircraft Accident" means an occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or in which the aircraft receives Substantial Damage. "Substantial Damage" shall be as defined in CFR, Title 49, Transportation, Chapter VIII, PART 830, Subpart A – General, Section 830.2. An eligible Flight Attendant who applies for Long Term Disability benefits pursuant to Insurance, Retirement, and Other Benefits, Section 26, may commence such coverage once the Flight Attendant has exhausted their salary continuance.

3. Major Aircraft Accident

After the conclusion of thirty-six (36) month period, a Flight Attendant who is assigned to a Company operated aircraft that was involved in a major aircraft accident, defined as an air accident resulting in:

- a. multiple fatalities; or
- b. one (1) fatality with substantial aircraft damage, and, as such, sustains injuries or disabilities as a direct consequence of the aircraft accident that prevents the Flight Attendant from returning to active duty will receive seventy-five (75) hours of pay per month. The seventy-five (75) hours of pay per month shall be offset by the Workers' Compensation benefits. Such payment will be made in accordance with the Flight Attendant's length of service and will continue to the earlier of separation from the Company or age sixty-five (65). No deductions will be made from the Flight Attendant's sick leave account, and scheduled pay increases as provided in Compensation, Section 3, will be applicable.

4. If the Flight Attendant receives salary continuance during the month of illness or injury, the six (6) or thirty-six (36) month period shall begin during the month of injury. If the Flight Attendant does not utilize salary continuance during the month of illness or injury, i.e., the Flight Attendant has already worked more than their six (6) month average or monthly maximum, the six (6) or thirty-six (36) month period will commence the month after the month of illness or injury.

5. For purposes of determining the last six (6) months as an active Flight Attendant, only months when the Flight Attendant has been active at least fifteen (15) days in a month shall be included in the calculation. In determining the six (6) month average, all credit hours, including any credit hours from the ETB, shall be included in the calculation.

6. A Flight Attendant eligible for salary continuance shall receive the following:

- a. Unable to Report All Month

If unable to report for duty for the entire month, the Flight Attendant shall receive an amount equal to their six (6) month average but in no case shall the Flight Attendant receive an amount greater than a monthly maximum of one hundred and ten (110) hours.

- b. Returning to Duty Mid-Month

If returning to duty for a portion of the month after the month has commenced, the Flight Attendant shall receive salary continuance according to the following formula:

- i. Lineholder  
(Six (6) month average but not to exceed the monthly maximum of one hundred and ten (110) hours) / # of days in bid month) x # of days from the beginning of the bid month to release date.
- ii. Reserve  
(Six (6) month average but not to exceed the monthly maximum of one hundred and ten (110) hours) / # of days in bid month) x # of days from the beginning of the bid month to release date.

- c. Disabled Mid-Month Without Returning the Same Month

If, after reporting for duty for any portion of the month, should an occupational illness or injury preclude a Flight Attendant from returning to duty the same month, the Flight Attendant shall receive salary continuance according to the following:

- i. If the amount of credited time flown in the partial month plus the remaining scheduled time in the Flight Attendant's original line exceeds the six (6) month average, the Flight Attendant can claim the remaining scheduled time in the Flight Attendant's original line, but in no case shall the Flight Attendant claim an amount greater than the monthly maximum of one hundred and ten (110) hours;
- ii. If the amount of credited time flown in the partial month plus the remaining scheduled time in the Flight Attendant's original line does not exceed the six (6) month average, the Flight Attendant can claim the difference up to the average, but in no case more than the monthly maximum of one hundred and ten (110) hours.

d. Disabled Mid-Month and Returning the Same Month:

If a Flight Attendant becomes injured or ill after the month has commenced and returns to work prior to the end of the month, the Flight Attendant shall receive salary continuance according to the following:

- i. Lineholder

If a Lineholder becomes injured or ill after the month has commenced, and returns to work prior to the end of the month, they shall receive salary continuance according to the following:

A Lineholder will receive salary continuance in an amount equal to their projection, as determined at the time they are disabled, but not to exceed the monthly maximum of one hundred and ten (110) hours, minus the credited time accumulated prior to the date of disability and the scheduled credited time after the release date.

- ii. Reserve

A Reserve will receive salary continuance in the amount equal to their six (6) month average not to exceed the monthly maximum of one hundred and ten (110) hours divided by the total number of days in the month times the number of days from the date of disability until the date of release.

E. Any dispute regarding a Flight Attendant's return to work not otherwise governed by the applicable Worker's Compensation statute will be resolved pursuant to Medical Examinations, Section 28.

F. If a Workers' Compensation claim is denied, the Flight Attendant may appeal such claim through normal state channels. While the claim is in the appeal period, the Flight Attendant will be paid sick hours if the Flight Attendant has sick hours in their bank and at the Flight Attendant's option scheduled vacation. If a Flight Attendant is claiming sick leave and has scheduled vacation, they must notify the Company if they wish to cancel the scheduled vacation. If the decision is reversed and the claim is approved, the amount of sick leave and vacation time claimed, and sick leave and vacation that would have been accrued but for the original denial of the claim during the appeal period will be returned to the Flight Attendant's sick leave and vacation banks. The amount of sick leave and vacation time reinstated will be limited to the amount of salary continuance the Flight Attendant would have been eligible for pursuant to Paragraph D.5. Taxes will be adjusted in accordance with the law. However, if the Flight Attendant has no sick leave or vacation time and the decision is reversed and the claim approved, then salary continuance along with related benefits will be paid retroactively.

- G. A Flight Attendant shall not be required to work light duty in order to qualify for salary continuance.
- H. The Company shall notify a Flight Attendant in writing upon commencement of an IOD of the Flight Attendant's responsibilities under Leaves of Absence, Section 25.K.5.

- I. **BENEFITS**

- 1. A Flight Attendant will continue to accrue sick and vacation through the IOD, i.e. salary continuance absence, in accordance with Sections 8.A.3 and 9.C.1.a.
- 2. A Flight Attendant shall be considered an active employee for all purposes, i.e., medical, dental, vision, disability and life insurance for the duration of the time the Flight Attendant is receiving salary continuance and for any period of time following the conclusion of salary continuance that the Flight Attendant is claiming sick leave or vacation. Following the expiration of salary continuance and the exhaustion of sick leave and vacation bank, if utilized, the Flight Attendant shall be placed on an unpaid Occupational Injury/Medical Leave of Absence and shall receive all continued benefits associated with that leave. Pass travel privileges shall be pursuant to Company policy.
- 3. As an exception, a Flight Attendant with available sick hours may request within seven (7) business days of the end of the salary continuance period to be placed on an unpaid Occupational Injury/Medical Leave of Absence. Flight Attendants who choose to be placed on an unpaid status without exhausting their sick bank will not be eligible for Long Term Disability.
- J. A Flight Attendant shall retain and accrue occupational seniority and classification/longevity seniority for the duration of the IOD absence and any unpaid Occupational Injury/Medical Leave of Absence.
- K. A Flight Attendant on IOD may, upon request, attend training if approved in advance by Inflight.
- L. A Flight Attendant on IOD during their probationary period shall have their probationary period extended accordingly.
- M. A Flight Attendant who becomes ill or injured as a result of an occupational incident shall not be charged a sick leave occurrence for absences related to the occupational illness or injury.

## **SECTION 28 - MEDICAL EXAMINATIONS**

- A. Except as otherwise provided in the Agreement, a Flight Attendant shall not be required to submit to any Company medical examination unless the Company determines that reasonable grounds exist to establish that a Flight Attendant's physical or mental health condition may impair the performance of their normal duties as a Flight Attendant. The Flight Attendant shall be notified in writing of such reasonable grounds. The medical or mental health examination authorized under Paragraph A shall be subject to the following conditions:
  - 1. The Company shall choose the medical doctor or mental health professional (collectively referred to as the "health care provider") who will conduct the examination and shall be responsible for the cost of the examination and all related laboratory tests and other diagnostic procedures.
  - 2. The Company may submit to the examining health care provider an impartial written explanation of the circumstances giving rise to the request for the examination. The Flight Attendant shall be provided a copy of the Company's explanation at the same time the Company submits the explanation to the health care provider.
  - 3. If the Company's examining health care provider recommends that the Flight Attendant be examined by a specialist(s), the Flight Attendant shall be referred to the specialist(s). The Flight Attendant shall be examined by the specialist(s) at the Company's expense. The Flight Attendant shall receive a written explanation of the reasons for the further examination if the Flight Attendant so requests. Nothing contained herein shall prevent the Company from making an initial referral to a specialist(s).
  - 4. Records of any examinations, laboratory and x-ray reports, or other diagnostic procedures shall be maintained by the examining health care provider(s). Any information obtained by or as a result of such examination(s) shall be strictly confidential between the examining health care provider(s) and the Flight Attendant and shall not be divulged to any other person without the specific written permission of the Flight Attendant except as provided in Paragraph A.6. The Flight Attendant shall receive copies of all evaluations, reports, diagnostic interpretations, and test results at the Company's expense.
  - 5. The examining specialist(s), if used, shall notify the Company's health care provider, in writing, of only those medical condition(s) that directly relate to the Flight Attendant's ability to perform the essential functions of their position.
  - 6. The Company's health care provider or examining specialist(s), if used, shall also advise the Company, to the extent requested to do so, as to the nature of the illness or injury; any restrictions required in connection with the injury or illness; and the estimated date of return to active flight status. No other information shall be provided to or requested by the Company.
  - 7. A copy of the written report(s) and finding(s) provided upon receipt by the health care provider(s) or specialist(s) to the Company shall also be provided to the Flight Attendant by the health care provider(s) or specialist(s). If the health care provider fails to provide the report(s) and finding(s), the Company shall provide the report(s) and finding(s) to the Flight Attendant, upon request.
- B. The Company will conduct any examination provided for in Section 28 in the metropolitan area in which the Flight Attendant resides, unless the Company is unable to locate a suitable health care provider to conduct such examination. If it is not possible for the Company to provide the examination in the area in which the Flight Attendant resides, the Company will furnish the Flight Attendant with round-trip positive space transportation over the Company's system from the

American Airlines station nearest their residence to the location of the health care provider. A Flight Attendant shall be provided lodging, transportation for travel from the airport to/from the location of the health care provider and reimbursement for reasonable actual meals.

If the Flight Attendant drives to the site of the examination, excluding any travel to reach the American Airlines station nearest the Flight Attendant's residence for the purpose of air travel, the Company shall reimburse the Flight Attendant for transportation at IRS minimum rates, reasonable actual meals and lodging, if the Flight Attendant must travel more than twenty-five (25) miles from their residence to the site of the examination.

- C. A Flight Attendant may appeal the Company health care provider's determination in the following manner:
  - 1. The Flight Attendant, at their own expense, may retain a qualified health care provider (one whose medical practice or specialization is consistent with the findings made by the Company's health care provider) of their own choosing to examine the Flight Attendant to confirm or refute the results of the initial examination by the Company's health care provider.
  - 2. The Flight Attendant shall sign a release and the Company's health care provider immediately shall forward the Flight Attendant's complete medical file to the Flight Attendant's health care provider prior to the subsequent examination.
  - 3. The Flight Attendant's health care provider shall forward a written report outlining the results of the second examination to the Company's health care provider for review. If the Company's and Flight Attendant's health care providers make the same determination regarding the Flight Attendant's fitness for duty, there shall be no further review of the case.
  - 4. In the event the findings of the Flight Attendant's health care provider disagree with those of the Company's health care provider, at the Flight Attendant's option, the Company and the Flight Attendant shall jointly request, in writing, that the two (2) health care providers agree upon and appoint a third qualified and disinterested health care provider who is a specialist in the appropriate field of medicine to conduct an independent examination, of the Flight Attendant. At least twenty-four (24) hours prior to the scheduled independent examination, the neutral health care provider shall be given copies of the Flight Attendant's medical files and all other reports and films relied on by the Company's and Flight Attendant's health care providers in making their determinations.
  - 5. The neutral health care provider shall then examine the Flight Attendant and shall provide the parties' respective health care providers with a written report no later than ten (10) business days from the date of the examination. The medical dispute shall be settled on the basis of such findings and the parties agree to be bound by the determination made by the neutral health care provider regarding the Flight Attendant's fitness for duty.
  - 6. The Flight Attendant and the Company shall each pay one-half (1/2) of the costs of the independent examination.
- D. In connection with the procedures in Paragraphs A and C, if a Flight Attendant is withheld from service under the provisions of those Paragraphs and it is subsequently determined by the Company or the neutral health care provider that the Flight Attendant was actually fit to perform their duties, the Company shall take the following actions:
  - 1. When a Flight Attendant is removed from flying status by the Company as a result of their failure to pass the Company's medical examination and appeals such action under the provisions of this Section, the Flight Attendant shall, if such action is proven to be unwarranted as provided in this Section, be paid retroactively for time lost, the amount which they would

have ordinarily earned, based on a six (6) month average as an active Flight Attendant, had they been continued on flight status during such period.

2. If the Flight Attendant used any sick leave or vacation time while they were held out of service, such time shall be restored to the Flight Attendant's sick leave and vacation banks.
3. The Flight Attendant will be provided lost benefit accruals (i.e., sick leave, vacation, 401k match, applicable passes if any, FICA and other wage taxes, and insurance premiums).
4. All references to the medical dispute shall be removed from the Flight Attendant's personnel file and Inflight file.

#### **E. GENERAL**

1. Any examination conducted under the provisions of this Section shall be performed within ten (10) business days of the receipt of the applicable written notification of the examination. Reasonable additional time shall be afforded to the examining health care provider so that they can receive and evaluate the results of special laboratory, x-ray, or other necessary tests. The parties may mutually agree, in writing, to waive or extend the time limits set forth above.
2. A Flight Attendant shall not be required to undergo any examination under the provisions of this Section within twelve (12) hours before or after a duty period.
3. Medical or mental health information obtained under the provisions of this Section shall be collected and maintained in separate medical files by the Company and shall be treated as confidential medical records consistent with the record keeping requirements of the Americans with Disabilities Act (ADA) and/or FMLA.
4. When required by a court order or other legal requirement to release medical information, the Flight Attendant shall be notified of such action before the Company complies with the court order.
5. Nothing herein shall prevent the Company from rendering first aid or medical service to a Flight Attendant in the event of illness or injury.
6. In the event a Flight Attendant is determined to be unfit to perform Flight Attendant duties as a consequence of the procedures described in Paragraphs A and C, the Flight Attendant may, at their option, receive Sick Leave benefits in accordance with Sick Leave, Section 9, from the date withheld from service.
7. Section 28 does not preclude any requirements by the Company's insurance administrators for additional medical examination and/or information related to benefit coverage, eligibility, and/or continuation.

## **SECTION 29 - TRAINING**

- A. A Flight Attendant shall not be required to pay for training required or conducted by the Company.
- B. The Company may conduct training at various crew bases.
- C. Daily training periods shall not exceed nine (9) hours, excluding a lunch period. Except during extraordinary circumstances when simulators/mock-ups are not available and that portion of training is required on the aircraft, training shall not be scheduled to begin between 2200 and 0600.

### **D. BIDDING AND ASSIGNMENT**

- 1. The Company will implement an electronic bidding system for the scheduling of training. Such bids will be processed in seniority order and will allow the Flight Attendant to buddy bid including placement in a specific class on a day. Results will be posted prior to the opening of the monthly PBS bid. Training dates awarded will be placed on each Flight Attendant's line as a pre-planned absence.
  - a. Electronic training bid packages, including bidding instructions, shall be distributed through an electronic bidding system to all Flight Attendants. The training bid package shall contain a list identifying biddable training events.
  - b. Flight Attendants shall bid for training prior to the eighth (8<sup>th</sup>) of the month preceding the training base month. Flight Attendants will be supplied training material two (2) months prior to their base month.
  - c. When more than one (1) training day is required, a Flight Attendant will be required to bid for training as consecutive days, if applicable.
  - d. A Flight Attendant shall submit a bid for training or have a standing bid on file indicating their bid preferences for training.
  - e. In the event special training is mandated by the Company, Federal Aviation Administration or other governmental agency where classroom training is required, training periods shall be made available for bid. Paragraph D shall not apply to such training where insufficient time exists for a Flight Attendant to bid.
  - f. Preference for training dates shall be considered in accordance with seniority, however priority to fulfill training during the base month shall be the objective of the electronic bidding system during the training award. Training dates awarded or assigned to a Flight Attendant shall be designated as planned absences in PBS.
  - g. A Flight Attendant who fails to bid or bids insufficiently their training will be assigned in seniority order. However, in such instances equipment qualification or service training will be assigned in inverse seniority order.
  - h. In the event that training classes are not sufficient to accommodate scheduling those Flight Attendants who require training during their base month, training shall be made in seniority order during the grace month with priority given to fulfilling the requirement for training of those Flight Attendants bidding in their grace month.
- 2. A Flight Attendant will not be assigned to training on a vacation day but may elect to attend training during their scheduled vacation.

3. A Flight Attendant's base month may only be changed by the Company. Notification of such change will be provided promptly to the Flight Attendant. The Company will make every effort to resolve base month imbalances through the distribution of the base month assignments to newly hired Flight Attendants. The Company will offer the opportunity to change months in seniority order. If there are insufficient volunteers, the Company shall use inverse seniority.
4. A Flight Attendant on a leave of absence may, upon request, attend training, if approved in advance by the Inflight Department.
5. A day in training, including any day(s) of travel between crew base and training when required by the Company, will not be considered a day off for purposes of the minimum days off provisions of this Agreement. A Flight Attendant, who, because of training, would receive less than the minimum days off will, upon request, receive another minimum day(s) off pursuant to this Agreement.
6. **Trips/Training Conflicts**
  - a. Any training dates awarded or assigned shall be placed in a Flight Attendant's PBS bid as a preplanned activity and their PBS award shall not create a conflict with their awarded or assigned training date(s).
  - b. If the Flight Attendant is illegal to originate a sequence subsequent to a training event, due to circumstances beyond the Flight Attendant's control, the provision relating to Illegal Through No Fault, Scheduling, Section 10, shall apply.
  - c. If actual operations cause a Reserve's training day to be extended into their Flex Day, Reserve Duty, Section 12.B.4.d, shall apply. If actual operations cause a Reserve's training day to be extended into their Golden Day, Reserve Duty, Section 12.B.2.d, shall apply.
  - d. If through no fault of the Flight Attendant, a Flight Attendant is assigned training which conflicts with their assigned sequence the Flight Attendant shall be dropped from the sequence(s) that conflicts with training. The Flight Attendant shall not be obligated to make up the time. Pay protection will not apply.
7. A Flight Attendant assigned a training date pursuant to Paragraph D.1, may switch to any available training opening that does not create a conflict. The request must be submitted at least five (5) business days prior to the Flight Attendant's scheduled training date.
8. Flight Attendants may trade training dates that fall within the same bid month with each other. All trades must be submitted via an automated process or to Training Registration no later than 0900 HBT on the business day prior to the training date(s). If training falls on a Sunday or Monday, the trade must be processed no later than the business day before the training date. Trades will not be approved if they create a scheduling conflict, are not in accordance with the terms of this Agreement or are not in compliance with applicable FARs.

## **E. TRAINING PAY**

1. A Flight Attendant shall receive one hundred and fifty dollars (\$150.00) pay for each day of Recurrent training. If Distance Learning is substituted for a day of Recurrent training, the Flight Attendant shall be paid one hundred and fifty dollars (\$150.00) pay for the Distance Learning. If a Flight Attendant is required to travel to or from training on a day other than the actual training days, the Flight Attendant shall receive one hundred and fifty dollars (\$150.00) pay.
2. A Flight Attendant shall receive one hundred and fifty dollars (\$150.00) pay for each day of non-Recurrent classroom training. If a Flight Attendant is required to travel to or from training

on a day other than the actual training days, the Flight Attendant shall receive one hundred and fifty dollars (\$150.00) pay.

3. A Flight Attendant shall receive the following pay for non-Recurrent Distance Learning as determined by the amount of time a Flight Attendant would reasonably take to complete the training: up to two (2) hours twenty-five dollars (\$25.00); two (2) hours and one (1) minute to four (4) hours fifty dollars (\$50.00); four (4) hours and one (1) minute to eight (8) hours seventy-five dollars (\$75.00).
4. A Flight Attendant who reports to the airport for their scheduled deadhead to training, including a scheduled deadhead from the Flight Attendant's residence as specified in Paragraph H.1, and the flight fails to operate or is delayed so that the Flight Attendant will not be able to attend training or arrive home within the sixteen (16) hour limitation will receive a minimum of three (3) hours pay and credit, provided an alternate deadhead flight and training class is not available within the sixteen (16) hour limitation, determined by the check-in time for the original flight.
5. Subsequent Recurrent Because of Failure

The provisions of Section 29.E shall not apply when a Flight Attendant is required to attend a subsequent Recurrent program because of their failure to satisfactorily complete the initial Recurrent program.

6. Paragraph E shall not be applicable to base indoctrination.

## **F. EXPENSES**

1. A Flight Attendant awarded or assigned to Recurrent training away from their crew base shall be paid Per Diem in accordance with Expenses, Section 4, for all hours away from the Flight Attendant's crew base. If the Flight Attendant opts to travel from their residence, the Per Diem shall be provided as if the Flight Attendant traveled from their crew base.
2. A Flight Attendant awarded or assigned to training at their crew base shall be paid Per Diem in accordance with Expenses, Section 4, for all actual hours in training, excluding Distance Learning.
3. When a Flight Attendant travels to another crew base for training they shall be eligible for transportation in accordance with Crew Accommodations, Section 6. A Flight Attendant will be eligible for lodging in accordance with Section 6 when:
  - a. For each overnight between training classes, when two (2) or more consecutive days of training are scheduled;
  - b. At the Flight Attendant's request, when the combination of scheduled travel with deadheading to and from crew base to training and training time exceeds sixteen (16) hours, including check-in and check-out;
  - c. If an event beyond the control of the Flight Attendant, e.g., flight cancellation, irregular operations, weather, class runs late, extends the combination of travel and training beyond the sixteen (16) hour limitation as specified in Paragraph D, the Company shall provide a single hotel room in accordance with Crew Accommodations, Section 6, for such Flight Attendant.
4. A Flight Attendant based in the city of the Company's training center who is attending annual recurrent training (including any additional training scheduled the day before or after recurrent

training) or base equipment training who lives more than fifty (50) miles from the training location shall be provided lodging as provided in Paragraph F.3.a.

#### **G. DISTANCE LEARNING**

1. One (1) day of Recurrent training may be scheduled as Distance Learning. The Flight Attendant will complete the Distance Learning prior to the commencement of Recurrent training.
2. The total number of hours required to complete any Distance Learning shall not exceed eight (8) hours.
3. The Company may require the Flight Attendant to complete Distance Learning as a computer based program on an annual basis. The Company will provide all necessary materials or computer programs to Flight Attendants at no cost at least two (2) months prior to Recurrent training. The Flight Attendant shall be able to access such program on their home computer. The Company will provide an electronic copy of a study guide covering the materials that the Flight Attendant will be tested on during Recurrent training.
4. The Flight Attendant shall be paid for Distance Learning and/or any required videos in excess of twenty (20) minutes as specified in Paragraph E.1.
5. In each crew base, the Company will make available at the airport an adequate number of technologically suitable computers located in an area suitable for study and the completion of Computer-Based Training (CBT).

#### **H. DUTY AND REST FOR TRAINING**

1. The combination of travel while deadheading to and from crew base to training and training time will not exceed sixteen (16) hours without an intervening rest as specified in Paragraph H.2, except at the Flight Attendant's option. The sixteen (16) hour period will start at the beginning of the training class or, if deadheading to training, at check-in for the deadhead flight to training. The sixteen (16) hour period will end at the conclusion of training or, if deadheading from training, at the check-out from the deadhead flight.
2. Each Flight Attendant will receive rest for training as follows. Rest will start at check-out from the deadhead flight or the end of training. Rest will end at check-in for the deadhead flight or at the start of training.
  - a. Prior to training in crew base or check-in for the deadhead flight from the Flight Attendant's crew base to training, the Flight Attendant will receive any minimum crew base rest associated with the trip the Flight Attendant flew immediately prior to training or associated with a Reserve assignment.\*
  - b. If the Flight Attendant is required to deadhead from their crew base to training the day prior to training and is required to overnight, the Flight Attendant shall receive the minimum out of crew base rest prior to training.\*\*
  - c. Minimum crew base rest after the end of training.\*\*
  - d. Minimum crew base rest after check-out from the deadhead flight back to the Flight Attendant's crew base.\*\*
  - e. If a Flight Attendant is required to deadhead back to their crew base the day after training, the Flight Attendant shall receive the minimum out of crew base rest prior to the deadhead flight.\*\*

\*A Flight Attendant may elect to reduce this rest to the FAR minimums.

\*\*A Flight Attendant may waive these rest requirements.

3. When scheduling a sequence after completing training, if ten (10) hours rest is not obtained following training, the hours of training are counted as duty time and added to the duty time of the trip's first duty period. This continuous duty period from the start of training through the end of the first duty period of the sequence cannot be scheduled to exceed fourteen (14) hours.

#### **I. MISCELLANEOUS**

1. A Flight Attendant who elects to drop a trip because they are not receiving the required rest as provided in Paragraph H, shall make every effort to contact Crew Scheduling prior to returning to the Flight Attendant's crew base, but in no case later than upon their arrival at their crew base.
2. A Reserve Flight Attendant will not be required to take a trip on the same day they attend training.
3. A Flight Attendant will not be required to fly and attend training for more than six (6) consecutive days unless the six (6) consecutive day period either contains or is followed by a consecutive twenty-four (24) hours free from all duty. Such twenty-four (24) hours shall be actual hours and shall be calculated from the time of check-out to check-in.
  - a. At the Flight Attendant's option, training may be scheduled immediately following any combination of six (6) days of reserve availability, training and flight duty. However, such Flight Attendant shall receive twenty-four (24) hours free from duty after training before flight duty or return to reserve availability.
  - b. Flight duty may not be scheduled immediately following any combination of six (6) days of reserve availability, training and flight duty.
4. A Flight Attendant is not required to complete International Service Qualification in order to fly NIPD.

#### **J. TRAVEL TO AND FROM TRAINING**

1. A Flight Attendant deadheading for the purpose of out-of-crew base training will be provided positive space travel to and from the city where training is being conducted. At the Flight Attendant's option, this authorization may be from the city in which the Flight Attendant resides provided the city is served by American Airlines to the city where training is being conducted, subject to the provision that at the time such booking is made, a seat is available. Once booked under the process described above, such Flight Attendant cannot be removed in an oversell situation or due to weight restrictions.
2. If the Flight Attendant opts to travel from their residence, the sixteen (16) hour limitation specified in Paragraph H.1, and the rest as provided in Paragraph H.2, shall be calculated as if the Flight Attendant traveled from their crew base.

K. Consistent with Company policy, cigarette smoking will be permitted outside of training rooms, provided designated smoking areas are available and further provided such smoking is not prohibited by applicable federal, state or local laws or Company policy.

## **SECTION 30 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURES**

### **A. DISPUTE RESOLUTION PROCESS**

#### **1. Purpose**

##### **a. Intent**

The Dispute Resolution Process is intended to resolve disputes in a prompt problem-solving fashion, wherever possible. This process applies to all disputes other than Presidential and Discharge Grievances.

##### **b. Railway Labor Act**

Nothing within this Dispute Resolution Process is intended in any way to affect or abridge the rights of any individual under the Railway Labor Act.

#### **2. Types Of Disputes**

##### **a. Individual Dispute**

An individual dispute (Individual Dispute) is defined as a dispute between a Flight Attendant and the Company involving any action of the Company affecting the Flight Attendant, except discharge.

##### **b. Group Dispute**

A group dispute (Group Dispute) is defined as a dispute protesting any action of the Company which affects those specifically named Flight Attendants at the same base and in the same manner, e.g., scheduling or pay matter affecting all Flight Attendants on a specific leg on a specific day. Any APFA representative shall be recognized by the Company as the representative of a specific named group of Flight Attendants at their base for the purpose of submitting such dispute. The provisions of Paragraph A shall apply to the processing of such Group Disputes.

##### **c. Base Dispute**

A base dispute (Base Dispute) is defined as a dispute protesting any action of the Company affecting Flight Attendants at the base as a group. The APFA Base President or APFA designee shall be recognized by the Company as the representative of Flight Attendants at that base for the purpose of submitting such dispute. The provisions of Paragraph A shall apply to the processing of such Base Disputes.

##### **d. Contract Dispute**

A Contract Dispute is defined as a dispute between a Flight Attendant(s) and the Company protesting the interpretation of the Agreement or a Company policy, except discharge. Such contract dispute can be filed as an individual, group or base dispute consistent with the provisions above.

#### **3. Notice of Dispute or Contract Dispute Process**

##### **a. Filing**

A Flight Attendant having such a dispute may file an abbreviated, informal document termed a Notice of Dispute (hereinafter referred to as a NOD) or Contract Dispute in person

or through an APFA representative, within twenty (20) days, exclusive of Saturdays and Sundays, after becoming aware of such dispute. Such NOD or Contract Dispute shall be filed with the Manager of Inflight, or their designee. Any and all documents supporting the claim that are in the possession of the Flight Attendant or the APFA representative should be attached to the NOD or Contract Dispute form at the time of filing. If the Flight Attendant does not come forward with information to substantiate the dispute, the APFA may administratively withdraw the NOD or Contract Dispute.

b. Signature/Authorization

Such NOD or Contract Dispute must be signed by the individual Flight Attendant(s) affected who is filing the dispute. If the NOD or Contract Dispute is submitted through an APFA representative, a signed authorization must be submitted to the Company, designating the APFA as the representative of the Flight Attendant(s) affected with respect to the dispute. Employees covered by this Agreement may be represented at a Dispute Resolution Conference by such person as they may choose and designate, and the company may be represented by such person as it may designate.

c. Distribution of NOD or Contract Dispute

Unless the APFA has filed the NOD on behalf of the Flight Attendant, the Company shall provide a copy of the NOD to the APFA Base President, or APFA designee, within five (5) working days of the Company's receipt of the NOD.

Unless the APFA has filed the Contract Dispute on behalf of the Flight Attendant, the Company shall provide a copy of the Contract Dispute to the Base President and the APFA National Vice President, or APFA designees, within five (5) working days of the Company's receipt of the Contract Dispute.

4. Base Resolution Process/Dispute Resolution Conference (DRC) for NODs

a. Informal Discussion/Initial Exchange of Documents for NODs

After a NOD is filed, the Company, the Flight Attendant(s) and their APFA representative should endeavor to informally discuss and resolve the dispute as soon as possible. The parties will commence the exchange of all documents supporting their respective positions at this point. If the parties reach agreement, the agreement shall be summarized and processed as in Paragraphs 4.c and d.

b. Dispute Resolution Conference (DRC) for NODs

i. If the parties are not able to resolve the issue informally, a Dispute Resolution Conference shall be convened within thirty (30) days of the filing of the NOD at a time and date mutually agreed upon.

ii. The scheduling of a DRC shall be coordinated through the Manager of Inflight Operations' office at the Flight Attendant's base station. Except as noted below, participants at the DRC shall be limited to the Flight Attendant(s) who filed the NOD, their APFA Representative, and a Company representative(s). The parties may invite subject matter experts if appropriate. In all matters involving an individual Flight Attendant's performance or attendance, or a matter specific to the individual Flight Attendant, the Flight Attendant shall be present at the DRC. In all other disputes, such as scheduling, contractual or other policy issues, the Flight Attendant may elect not to attend the DRC and be represented at the DRC by their APFA representative. The meeting shall be a problem-solving meeting intended to resolve the issue if possible.

Any agreement reached will typically be issued at the DRC meeting and in no event no more than five (5) working days following the DRC.

c. Resolution for NODs

Should the parties be successful in reaching a resolution to the dispute, the matter shall be considered resolved and no further action shall be taken by the parties on the matter except any action necessary to implement the terms of the resolution reached between the parties. Such resolution shall be summarized on the NOD form and signed by all parties and shall be provided to the Flight Attendant and the APFA representative involved, or, if none, to the APFA Base President, or APFA designee. The DRC shall have no ability to amend or change the terms of the Collective Bargaining Agreement.

d. Acceptance of Resolution

- i. In the case of an individual or group dispute, if not in attendance, the Flight Attendant(s), or the APFA representative, as applicable, shall have five (5) days exclusive of Saturdays and Sundays, from receipt of the resolution to notify the Manager of Inflight Operations, or their designee, that the resolution is accepted or rejected.
- ii. In the case of an Individual or Group Dispute, the Flight Attendant(s) shall notify the Manager of Inflight Operations, or their designee, of the Flight Attendant's acceptance by:
  - a. signing the resolution form indicating the Flight Attendant's acceptance and returning the completed form to the Manager of Inflight Operations, or their designee;
  - b. orally notifying the Manager of Inflight Operations, or their designee, either in person or by telephone; or
  - c. authorizing the Flight Attendant's APFA representative to communicate to the Manager of Inflight Operations, or their designee, the Flight Attendant's acceptance either orally or in writing.
- iii. In the case of a Base Dispute, the APFA representative shall either sign the NOD resolution form at the meeting or notify the Manager of Inflight Operations, or their designee, within ten (10) days exclusive of Saturdays and Sundays, of the Dispute Resolution Conference by:
  - a. signing the recommendation form indicating the APFA representative's acceptance and returning the completed form to the Manager of Inflight Operations, or their designee; or
  - b. orally notifying the Manager of Inflight Operations, or their designee, either in person or by telephone.

e. Discussions/Resolution Off the Record/Non-Precedential for NODs

All matters discussed or decided prior to or during the DRC process including resolutions, shall be off the record and shall have no precedential effect on any other matter or be admissible or relied upon in any other matter. Notwithstanding the foregoing, the parties are not precluded from referring to such a resolution orally and in general terms, and should not refer to specific bases or number of such resolutions reached in other DRCs or initial informal discussions under this procedure.

f. Contract Dispute Process

All Contract Disputes will be discussed at the Base level in accordance with Paragraph A 4.a above but if not resolved at the Base level will bypass the DRC process and go directly to a Grievance Determination Conference (GDC) as described in Paragraph A.6 for expedited resolution.

5. NOD/Contract Dispute Submission to the Grievance Determination Conference

If the parties are unable to resolve the issue following the DRC, the NOD may be submitted to the Grievance Determination Conference. The submission of a dispute to the Grievance Determination Conference must be made within thirty (30) days of the DRC decision and will include the question(s) at issue, a statement of facts, the position of employee/APFA, and all documents the parties have exchanged to date.

In the case of a contract dispute, the dispute may be submitted to the Grievance Determination Conference within thirty (30) days after it is determined it cannot be resolved at the base level.

6. Grievance Determination Conference

The purpose of the Grievance Determination Conference shall be to attempt to reach an acceptable resolution of the dispute informally, if possible.

- a. The Grievance Determination Conference shall be composed of up to six (6) participants, an equal number appointed by the APFA and the Company. The Grievance Determination Conference shall be empowered to make decisions by majority vote.
- b. The mission and purpose of the Grievance Determination Conference is to promote the prompt, effective resolution of disputes and preserve traditional arbitration for the timely adjudication of discharge grievances and contractual disputes that have significant and widespread impact among Flight Attendants. The Grievance Determination Conference shall meet at least every other month if necessary but will add additional days or meet monthly if needed to address volume of grievances. The Company and/or the APFA may invite subject matter experts to the Grievance Determination Conference.
- c. The Grievance Determination Conference will meet and review the NOD or Contract Dispute Submissions and is empowered to:
  - i. Resolve the NOD or Contract Dispute and memorialize and sign the written resolution; or
  - ii. Carry the NOD or Contract Dispute over to the next meeting as a one-time deferral to get more information; or
  - iii. Assign the Contract Dispute to the regular SBA as defined in Section 31 or the NOD to the QSB as defined in Section 31.

- d. The Grievance Determination Conference may also meet and review a discharge dispute(s) submitted by either party.
- e. Unless otherwise mutually agreed by the parties, all matters discussed by the Grievance Determination Conference, shall be off the record and shall have no precedential effect on any other matter or be admissible or relied upon in any other matter unless otherwise agreed upon by the parties.
- f. If the parties reach resolution at the Grievance Determination Conference, the resolution shall specify whether the Agreement has precedential effect or has no precedential effect.

If the settlement is non-precedential, notwithstanding the foregoing, the parties are not precluded from referring to such a resolution or accepted recommendation orally, and in general terms, and should not refer to specific bases or number of such resolutions or accepted recommendations reached by initial informal discussions, other DRCs, or settlement conferences under this procedure.
- g. At the Grievance Determination Conference, the parties shall exchange all documents not previously exchanged supporting their respective positions. This exchange should continue throughout the process as documents become known to any of the parties, until such time as the dispute is finally resolved in accordance with this Agreement. At the request of the APFA, the Company will share unredacted documents for contract and discipline/discharge cases. Non-redacted documents will only be shared with the Grievance Determination Conference participants until such time as provided in Section 31.Q.

7. If the parties are unable to resolve the dispute at the Grievance Determination Conference, the dispute may be submitted as a grievance to the System Board of Adjustment as provided for in System Board of Adjustment, Section 31. The submission of a dispute to the SBA must be made within thirty (30) days of the Grievance Determination Conference. The submission to the SBA shall include a formal and specific grievance statement, including the matter at issue and the remedy sought, the NOD or contract dispute, and a copy of all documents exchanged to date.

8. Conversion of NODs to Contract Dispute

At any time after a NOD is filed in accordance with Paragraph A, either party may determine that a particular dispute should be converted to a Contract Dispute because in their determination resolution requires agreement on the interpretation of the Agreement or a Company policy. In such case, the dispute shall be converted to a Contract Dispute.

9. Conversion of Individual, Group or Base NODs or Contract Disputes to Presidential Grievances.

- a. At any time after a NOD or contract dispute is filed in accordance with Paragraph A, and prior to submission to the SBA, APFA may determine that a particular dispute involves a contractual or a policy issue which cannot be resolved at a local level and should be converted to a Presidential Grievance. In such case, a formal and specific statement of grievance shall be filed, and the dispute processed in accordance with the Presidential Grievance procedures detailed herein. The Company may recommend that a NOD is appropriate for conversion to a Presidential Grievance, and the APFA shall consider the Company's recommendation.
- b. The Company may recommend that any dispute is appropriate for conversion to a Presidential Grievance, and the APFA shall consider the Company's recommendation.

## B. DISCHARGES, CONTRACT DISPUTES AND PRESIDENTIAL GRIEVANCES

### 1. Discharge

#### a. Notification of Discharge/Request for Investigation and Hearing

A Flight Attendant shall not be discharged from the service of the Company without written notification of such action which shall contain the precise charges, or without an investigation and hearing thereon, provided that such Flight Attendant makes written request for such investigation and hearing within ten (10) days, exclusive of Saturdays and Sundays, after receipt of notification. A copy of such discharge will be sent to the APFA Base President and the APFA Regional Representative, simultaneously, with employee notification, unless the employee being discharged requests otherwise.

##### i. Hearing Officer

Such written request for an investigation and hearing shall be addressed to, and such hearing conducted by, the Managing Director, Inflight, or their designee.

##### ii. Investigation and Hearing Held Within Ten (10) Days

Such investigation and hearing shall be held within ten (10) days, exclusive of Saturdays and Sundays, of the receipt of the Flight Attendant's written request therefore.

#### b. Hearing

At the hearing, both parties shall present an explanation of their respective positions by describing the evidence and setting forth their arguments. The Company shall present its explanation first. Should either party desire to call a witness or witnesses to give testimony in support of their respective position, such witness shall be subject to questioning by the other party.

#### c. Document Exchange

i. Documents supporting the respective positions of the parties may be exchanged at the hearing at the option of either party.

ii. For confidentiality purposes, and, at the option of either party, all names and other identifying information may be redacted from any documents exchanged. It was agreed, that in a spirit of cooperation and in an effort to promote a mutually respectful and trusting working relationship, the Company and APFA will encourage their representatives to fully exchange all documents, including video and audio, used in support of their respective positions at all First Level Discharge Hearings. Should a problem subsequently develop as a result of this exchange of information, the Company and/or the APFA may elect not to exchange such information at First Level hearings in the future, at either party's option, consistent with the terms of the Collective Bargaining Agreement. The evidence will not be distributed or disclosed to any party not involved in the grievance and system board hearings.

iii. If the Company does not exchange a copy of the video/audio evidence, then the Company will allow the APFA to view video or listen to audio evidence remotely on request as often as necessary.

d. Decision

The official conducting the hearing shall render a decision as soon as possible but no later than ten (10) days, exclusive of Saturdays and Sundays, after the close of such hearing.

e. Appeal

If the decision of the Managing Director, Inflight, or their designee, is not satisfactory to the Flight Attendant, the matter may be appealed to the American Airlines Flight Attendant SBA as provided for in System Board of Adjustment, Section 31, provided said appeal must be submitted within thirty (30) days of receipt of the decision of the Managing Director, Inflight, or their designee.

f. Withhold from Service

A Flight Attendant may be held out of service by the Company pending such investigation, hearing and the appeals therefrom.

g. Exoneration

i. Reinstatement

If, as a result of any hearing or appeal therefrom, as provided herein, a Flight Attendant is exonerated, the Flight Attendant shall, if they had been held out of service, be reinstated without loss of seniority and shall be paid for such time lost in an amount which the Flight Attendant would have ordinarily earned had they been continued in service during such period.

ii. Personnel Record

If, as a result of any hearing, or appeal therefrom, as provided herein, the Flight Attendant shall be exonerated, the personnel record shall be cleared of the charges.

2. Presidential Grievances

a. Filing

The APFA National President may protest, in writing, to the Vice President of Labor Relations, of the Company any action of the Company or any alleged misapplication or misinterpretation of this Agreement within ninety (90) days after such alleged action, misapplication or misinterpretation has been ascertained.

b. Decision

The Vice President of Labor Relations shall evaluate such grievance and render a decision, in writing, within twenty (20) days after it has been received.

c. Appeal

If the decision of the Vice President of Labor Relations is not satisfactory, an appeal may be made, in writing, within twenty (20) days to the SBA, as provided in System Board of Adjustment, Section 31.

### 3. Contract Disputes

#### Filing/Conversion

Once the matter (whether converted or originally filed as a Contract Dispute) has been heard at the Grievance Determination Conference, if the matter remains unresolved the APFA National President may submit the dispute to the SBA by submitting a written statement to the Managing Director of Labor Relations or their designee within thirty days (30) from the later of the date of notification of the conversion or the completion of the Grievance Determination Conference process for that matter.

### 4. General

#### a. Failure to Appeal Within Time Limits

If any decision made by the Company under the provisions of Section 30 is not appealed by the Flight Attendant(s) affected within the time limits prescribed herein for such appeals, the decision of the Company shall become final and binding.

#### b. Time Limits

It is agreed by the parties hereto that the periods of time for hearings, decisions, and appeals established in Section 30, shall be considered as maximum periods of time and that when hearings, decisions and appeals can be handled in a period of time less than the maximum time stipulated, every effort will be made to expedite such cases.

#### c. Stenographic Reports

When it is mutually agreed that a stenographic report is to be taken of the investigation and hearing, in whole or in part, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of the proceedings shall be taken, any written record available taken of such investigation and hearing shall be furnished to the other party to the dispute upon request, provided that the cost of such written record so requested shall be borne equally by both parties to the dispute.

#### d. Representation at Hearings

Employees covered by this Agreement may be represented at hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may designate. Evidence may be presented either orally or in writing, or both, and through witnesses.

#### e. Grievance Matters to be in Writing

All matters handled under the procedure provided for in Paragraph B, shall be in writing and shall be signed by the employee or a representative designated by the employee, and all decisions shall be in writing.

#### f. Representatives/Witnesses

When, under the operation of this Agreement, a Flight Attendant is chosen to act as the representative of, or witness for, another Flight Attendant against whom charges have been proffered, such Flight Attendant shall, when the requirements of the service permit, be given leave of absence of a time sufficient to permit the Flight Attendant to appear as such representative or witness.

g. Submission to the System Board

All submissions to the SBA shall be made in accordance with the provisions of System Board of Adjustment, Section 31.

## **SECTION 31 - SYSTEM BOARD OF ADJUSTMENT**

### **A. STATEMENT OF PURPOSE**

In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement and which are properly submitted to it, which Board shall be known as the American Airlines Flight Attendant System Board of Adjustment, hereinafter referred to as the System Board.

### **B. JURISDICTION OF THE SYSTEM BOARD**

#### **1. General**

##### **a. Scope**

The System Board as constituted in accordance with the provisions of this Section shall have jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the System Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by existing agreements between the parties hereto.

##### **b. Definitions. As used in the Section:**

- i. Arbitration Hearing is defined as a meeting of the System Board held for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement.
- ii. Session is defined as a series of arbitration hearings held for the purpose of adjusting and deciding NODs pending before the Quarterly System Board as defined in Paragraph B.3.
- iii. Executive Session is defined as any meeting of the System Board wherein the participants are limited to the members of the System Board.

#### **2. System Board Consideration of Presidential, Contract or Discharge Grievance**

The System Board shall consider any dispute properly submitted to it by the APFA National President or by the Company when such dispute has not been previously settled in accordance with the terms provided for in this Agreement.

#### **3. Quarterly System Board Consideration of a Dispute - NODs**

The Quarterly System Board shall consider and have jurisdiction over any NOD, as defined in Dispute Resolution and Grievance Procedures, Section 30, properly submitted to it by the APFA National President in accordance with the terms provided for in this Agreement. Regular sessions of the Quarterly System Board shall be scheduled once each quarter for the purpose of considering all Individual, Group and Base disputes properly submitted to the Quarterly System Board when such disputes have not been previously settled in accordance with the terms provided for in this Agreement. Such regularly scheduled sessions, hereinafter referred to as the Quarterly System Board, shall take place once each quarter provided that there are such disputes filed with the Quarterly System Board for consideration. The Quarterly System Board shall continue in session until all such disputes before it have been considered unless otherwise mutually agreed upon.

### **C. AUTHORITY OF THE SYSTEM BOARD**

#### **1. Decisions**

Decisions of the System Board in all disputes properly referable to it shall be final and binding upon the parties thereto.

#### **2. Majority Vote**

A majority vote of all members of a System Board shall be competent to make a decision.

#### **3. All Judgments Rendered Without Prejudice**

It is understood and agreed that each and every System Board Member shall be free to discharge their duty in an independent manner, without fear that their relations with the Company or with the employees may be affected in any manner by any action taken by the System Board Member in good faith in their capacity as a System Board Member.

### **D. ADMINISTRATIVE OFFICERS OF THE SYSTEM BOARD**

#### **1. Commissioner and Deputy Commissioner**

There is hereby established the position of Commissioner of the System Board and the position of Deputy Commissioner of the System Board. The Commissioner and the Deputy Commissioner are hereby deemed the Administrative Officers of the System Board.

#### **2. Terms of Office**

The APFA National Vice President and the Vice President of Labor Relations, or their respective designees, shall act as the Commissioner or the Deputy Commissioner of the System Board. The Commissioner and the Deputy Commissioner once designated shall serve for one (1) year or until a successor has been duly appointed and designated. The office of Commissioner shall be filled and held alternately by the APFA and by the Company. When the APFA is acting as the Commissioner, the Company shall act as the Deputy Commissioner for the System Board, and vice versa.

#### **3. Duties and Authority**

##### **a. Administrative Duties**

The Commissioner and the Deputy Commissioner shall be charged with coordinating the administrative functions of the System Board, including the appointment of arbitrators and the scheduling of arbitration hearing dates. The Commissioner and Deputy Commissioner shall have the right to delegate some or all of their responsibilities or duties to a designee, provided such delegation is promptly communicated to the other party.

##### **b. Record Keeping**

The Commissioner and the Deputy Commissioner shall maintain a complete record of all disputes submitted to the System Board for its consideration and of all findings and decisions made by it.

4. Expenses of the System Board

APFA and the Company, acting jointly, shall have the authority to incur such expenses, as in their judgment, may be deemed necessary for the proper conduct of the business of the System Board, and such expenses shall be borne one-half (1/2) by each of the parties hereto.

**E. COMPOSITION OF THE SYSTEM BOARD**

1. Appointment of Three (3) Member System Board

The System Board, in a given dispute(s) shall consist of three (3) members; one (1) of whom shall be appointed by APFA; one (1) of whom shall be appointed by the Company; and, one (1) of whom shall be an arbitrator appointed in accordance with the provisions of Section 31. Such appointees shall be known as System Board Members.

2. Invocation of Five (5) Member System Board

If either the APFA or the Company desires in a given dispute(s) a System Board comprised of two (2) Company members, two (2) APFA members, and the appointed arbitrator, such party shall invoke such System Board upon ten (10) days' written notification to the opposing party. The invocation of a five (5) member System Board from time to time on a case by case basis shall not constitute cause for dispensing with the provisions of Paragraph E.1 in any other dispute(s).

**F. CHAIRPERSON OF THE SYSTEM BOARD**

In a dispute properly submitted to the System Board, it shall be the duty of the Company and APFA to endeavor to reach agreement on the appointment of an arbitrator to sit as a member of the System Board and to serve as its Chairperson for the purpose of reaching a final decision on the dispute(s) pending before the System Board. The Chairperson shall preside at all arbitration hearings and Executive Sessions of the System Board involving such dispute(s) and shall have a vote in connection with all actions taken by the System Board on that dispute(s).

**G. APFA AND COMPANY SYSTEM BOARD MEMBERS**

1. Leaves of Absence and Travel

The APFA and Company System Board Members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as System Board Members. So far as space is available, System Board Members shall be furnished free transportation over the lines of the Company for the purpose of attending arbitration hearings and Executive Sessions of the System Board, to the extent permitted by law.

2. Disposition of System Board Member Expenses

Each of the parties hereto will assume the compensation, travel expense and other expenses of the System Board Members appointed by it.

3. Notification

The Company and APFA shall each notify the other of the individual(s) appointed to serve as System Board Members for a given dispute(s).

**H. TERMS OF OFFICE - SYSTEM BOARD MEMBERS**

1. Quarterly System Board

The Quarterly System Board Members shall serve for one (1) year from the date of their appointment or until their successors have been duly appointed. Quarterly System Board Member vacancies shall be filled in the same manner as provided herein for the appointment of the original Quarterly System Board Members.

2. Discharge, Contract Dispute, and Presidential Grievances

The System Board Members charged with deciding Discharge, Contract Dispute, and Presidential Grievances shall serve on an ad hoc, case by case, basis.

**I. SUBMISSION OF DISPUTES**

1. Content of Submissions

All disputes properly referred to the System Board for consideration shall be served on the Company and the APFA with a copy to the Commissioner. All papers and exhibits in connection with the grievance shall be forwarded to the Commissioner. Each submission shall include:

a. NOD

i. A formal and specific grievance statement, including:

- (a) Question or questions at issue;
- (b) Statement of facts;
- (c) Remedy sought.

ii. Copies of all documents exchanged between the parties to date.

iii. Notice of Dispute.

b. Discharge, Contract and Presidential Grievances

i. Question or questions at issue.

ii. Statement of facts.

iii. Position of employee, employees or the APFA.

iv. Position of the Company.

v. Copies of all documents exchanged between the parties to date.

2. Joint and Separate Submissions

When possible, joint submissions should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the System Board, provided however, that such separate submissions must be made within thirty (30) days from the date of the receipt of the original submission. No dispute shall be considered by the System Board which has not first been handled in accordance with the provisions of this Agreement, including, as applicable, the rendering of a decision or the issuing of a recommendation by the Company.

3. Company Petition

Notwithstanding the foregoing Paragraph I, in no way shall the Company's right to file a petition to the System Board be affected.

**J. PANEL OF ARBITRATORS**

1. Panel

The Company and the APFA shall endeavor to maintain at all times a panel of eleven (11) arbitrators that are mutually acceptable to act as the Chairperson of the System Board and from whom dates of availability are routinely obtained. Appointment of an arbitrator as a System Board Member will be based upon mutual agreement, rotation and availability.

2. Vacancy/Termination

If a vacancy occurs on this panel, the Company and the APFA will endeavor to agree upon an arbitrator to fill such vacancy within thirty (30) days. Each arbitrator shall serve as a member of this panel for an indefinite term; either the Company or the APFA may cause the services of an arbitrator to be terminated (except as to disputes already submitted to the arbitrator) by giving written notice to the other party and to the arbitrator.

Should the Company and the APFA fail to reach agreement on the appointment of an arbitrator to sit on the arbitration panel, the Vice President of Labor Relations and the APFA National President, or their respective designees, shall, within ten (10) days of the parties jointly determining they are unable to agree on appointment of an arbitrator to fill a panel vacancy, meet to review the reasons for the failure of the parties to reach agreement on the appointment of the arbitrator, and to make a final attempt to reach agreement prior to petitioning the National Mediation Board.

3 Petition to National Mediation Board (NMB)

If, within ten (10) days of the meeting described above, the Vice President of Labor Relations and the APFA National President have failed to reach agreement on the appointment of an arbitrator, the System Board Commissioner shall petition the NMB for a list of seven (7) arbitrators who, in addition to other credentials, are members of the National Academy of Arbitrators.

4. Appointment of Ad Hoc Arbitrator

In the appointment of an arbitrator, the Company and the APFA should attempt to reach agreement from among members of this panel; however, nothing in this Section shall prohibit the Company and the APFA from agreeing to utilize an ad hoc arbitrator for a particular dispute(s).

**K. APPOINTMENT OF ARBITRATOR, LOCATION AND NOTICE OF HEARINGS**

1. Quarterly System Boards (QSB)

a. Chairperson/Standing Arbitrator

i. Appointment of Standing Arbitrator

The appointment of a standing arbitrator to chair the Quarterly System Boards for the succeeding calendar year must be made no later than forty-five (45) days prior to the end of the present calendar year.

ii. Termination

Either the Company or the APFA may terminate the services of a standing arbitrator after the first Quarterly System Board or any Quarterly Session thereafter so long as such termination is made no later than sixty (60) days prior to the next scheduled session of the Quarterly System Board. In such event, the Company and the APFA will promptly agree upon the appointment of another arbitrator, either from the panel of arbitrators or an ad hoc arbitrator, to Chair the Quarterly System Boards. Should the parties fail to reach agreement within fifteen (15) days, the provisions prescribed herein will be utilized to retain the services of an arbitrator for the remainder of the calendar year. The newly appointed standing arbitrator will chair the next session of the Quarterly System Board, or if unavailable, the succeeding Quarterly System Board. If such arbitrator is unavailable for part or all of that initial session of the Quarterly System Board, during such period of unavailability, the parties will mutually agree upon an arbitrator to temporarily chair that part of the Quarterly System Board for which the newly appointed arbitrator is unavailable.

b. Location and Frequency of QSB Hearings

The Quarterly System Board shall meet in the city where the General Offices of American Airlines, Inc. are maintained, unless a different location is agreed upon by the Company and the APFA. The Quarterly System Board will meet at least quarterly for up to two (2) days per session.

c. Notice of Arbitration Hearings/Docket

Upon receipt of notice of the submission of a dispute, the Commissioner shall set a date for the arbitration hearing, which shall be at the time of the next regular session of the Quarterly System Board and such dispute shall be considered docketed for hearing. If the APFA National President or the Vice President of Labor Relations consider the dispute of sufficient urgency and importance, and the dispute has been docketed but not heard due to time constraints during at least one (1) prior session of the Quarterly System Board, either party may request an arbitration hearing at an earlier date. Such earlier date shall be at such a time and place agreed upon by the Company and the APFA, but not more than fifteen (15) days after such request for an arbitration hearing is made. The Commissioner shall give the necessary notices, in writing, of such arbitration hearing to the System Board Members and to the parties to the dispute.

d. QSB Protocol

In order to hear and resolve disputes in an expeditious manner, the parties have agreed that the following procedures will apply:

- i. Arbitration hearings will begin each day at 0900 and continue until all disputes on the day's docket have been heard, unless otherwise agreed to by the presenters;
- ii. The disputes will be heard in the order in which they appear on the day's docket, with the oldest dispute scheduled first;
- iii. To expedite the hearing of each dispute by resolving preliminary procedural matters prior to hearing, the presenters on each side will meet prior to the arbitration hearing date to review and discuss all disputes to be heard, including all documents to be introduced in the hearing, preliminary motions, etc. Presenters should openly discuss their proposed dispute presentations in order to foster a full understanding of the relative merits of each side's dispute. It is anticipated that this full and frank exchange

will expedite the hearing of these disputes and, wherever possible, stimulate dispute resolutions prior to hearing.

The presenters will stipulate in writing to all facts and issues not in dispute, including relevant Company policies, background information on the grievant and all other witnesses, and any other uncontested information that is relevant to the dispute. In the event the parties have filed separate submissions, the presenters should attempt to agree to a joint statement of the issue. These stipulations are to be submitted to the Quarterly System Board at the beginning of the hearing in each dispute. Should written stipulations on a specific dispute not be accomplished by the presenters prior to hearing, the Quarterly System Board will proceed with the next dispute(s) in order on the docket pending the presenters' completion of the necessary stipulations;

- iv. Each presenter will use their best efforts to list their opening statement to five (5) minutes, but in no event shall the opening statement exceed ten (10) minutes. The closing summation shall not exceed fifteen (15) minutes;
- v. The Company and APFA agree that no taped or stenographic transcripts will be taken during the first two (2) sessions of the Quarterly System Board convened pursuant to this Agreement. Thereafter, as a rule, taped or stenographic transcripts will not be taken;
- vi. The presenters will use oral closing summations rather than written briefs, unless the Company and APFA mutually agree that written briefs should be used in a specific case;
- vii. Decisions in each case will be issued on the day of the hearing, unless the Quarterly System Board agrees otherwise. The Quarterly System Board will use best efforts to limit Executive Sessions to thirty (30) minutes for each case.

All majority decisions of the Quarterly System Board will be final and binding and made with precedent, unless otherwise noted by the Quarterly System Board in its written decision.

e. Conversion to Presidential Grievance

- i. If, at any time prior to submission to the System Board, the APFA elects to convert a particular Individual, Group, or Base NOD to a Presidential Grievance, the procedures in Section 30 governing Presidential Grievances shall apply.
- ii. If, after submission to the System Board, the APFA elects to convert a particular Individual, Group, or Base NOD to a Presidential Grievance, the grievance shall, within forty-five (45) days of notice of conversion to the Company, be scheduled for a Pre-Arbitration conference. Should the Company desire to file a separate submission to the System Board, such submission shall be filed within thirty (30) days following the date of the Pre-Arbitration Conference.

2. Discharge Grievances

a. Appointment of Arbitrator/Hearing Date

The Company and APFA shall within forty-five (45) days from the date of APFA's submission, agree on the appointment of an arbitrator to chair the System Board and schedule the arbitration hearing date of a Discharge grievance. The scheduled hearing date may be outside this forty-five (45) day time limit.

b. Exception: Underlying Dispute

For a discharge grievance arising from an underlying policy or contractual dispute which is currently pending between the Company and the APFA, the arbitration hearing on the discharge may be held in abeyance until the policy or contractual dispute between the Company and the APFA has been resolved in accordance with this Agreement.

c. Location of Arbitration Hearing

In discharge disputes, the System Board shall meet in the city where the discharged employee was based, unless otherwise agreed to by the Company and the APFA.

d. Notice of Arbitration Hearing/Docket

Discharge grievances shall be scheduled for arbitration hearing by the Company and the APFA as provided for in Paragraph K.2.a above. The Commissioner shall distribute the necessary dockets, in writing, with the time and place of such arbitration hearing, to the System Board Members and to the parties to the dispute.

3. Presidential Grievances

a. Headquarters Pre-Arbitration Conference

Within forty-five (45) days of the APFA's submission of a Presidential Grievance to the System Board, a Headquarters Pre-Arbitration Conference shall be held with the APFA National President or their designee(s) and the Vice President of Labor Relations, or their designee(s). At such conference, the parties shall exchange all documents known to the parties at the time which are used in support of their respective positions. For confidentiality purposes, and, at the option of either party, all names and other identifying information may be expunged from any such documents exchanged.

b. Appointment of Arbitrator/Hearing Date

The Company and APFA shall, within forty-five (45) days from the date of the APFA's request, agree on the appointment of an arbitrator to chair the System Board and schedule the arbitration hearing date of the Presidential Grievance. The scheduled hearing date may be outside this forty-five (45) day time limit.

c. Location of Arbitration Hearing

The System Board shall meet in the city where the General Offices of American Airlines, Inc. are maintained, unless a different location is agreed upon by the Company and APFA.

d. Notice of Arbitration Hearing/Docket

Presidential Grievances shall be scheduled for an arbitration hearing at such place and time agreed upon by the Company and the APFA. The Commissioner shall distribute the necessary dockets, in writing, with the time and place of such hearing, to the System Board Members and to the parties to the dispute.

4. Contract Disputes

a. Appointment of Arbitrator/Hearing Date

The Company and APFA shall, within forty-five (45) days from the date of the APFA's request, agree on the appointment of an arbitrator to chair the System Board and schedule

the arbitration hearing date of the Contract Dispute. The scheduled hearing date may be outside this forty-five (45) day time limit.

**b. Location of Arbitration Hearing**

The System Board shall meet in the city where the General Offices of American Airlines, Inc. are maintained, unless a different location is agreed upon by the Company and APFA.

**c. Notice of Arbitration Hearing/Docket**

The Contract Dispute shall be scheduled for an arbitration hearing at such place and time agreed upon by the Company and the APFA. The Commissioner shall distribute the necessary dockets, in writing, with the time and place of such hearing, to the System Board Members and to the parties to the dispute.

**L. PROCEDURE FOR BREAKING DEADLOCK IN THE APPOINTMENT OF AN ARBITRATOR**

If the process provided for in Paragraphs K.1.a.i, K.2.a, K.3.b, and K.4.a fails to produce agreement on an arbitrator to chair a hearing, through the process of elimination, the Company and the APFA will appoint an arbitrator by alternately striking an equal number of the arbitrators from the list of the eleven (11) member panel already agreed upon by the parties. The parties will alternate who strikes first for each matter.

**M. SCHEDULING AND POSTPONEMENTS OF ARBITRATION HEARINGS**

The Company and APFA agree to use their best efforts to schedule arbitration hearings at the earliest practical date and to avoid and/or limit, whenever possible, the number of postponements. Any delay in scheduling or postponement should be for good cause, i.e., System Board Member, grievant, witness or presenter unavailability due to sickness, injury, and/or vacation; presenter staffing considerations; or delays pending the resolution of an outside hearing or resolution of a substantially identical dispute, etc.

**N. SCHEDULING CONFERENCE**

The primary method of scheduling arbitrations will be on an as needed basis as described in Section 31.K. Additionally, if needed, the parties shall jointly agree on a mutually convenient time to hold a Scheduling Conference twice per year—once in February and once in September—to discuss the scheduling of matters that have been properly submitted to the SBA.

Prior to the Scheduling Conference, the parties shall solicit available dates from the full panel of neutral System Board members for up to one year from the date of the Scheduling Conference. At the Scheduling Conference, the parties will agree to strike for arbitrators for a reasonable number of pending matters and assign cases based on the dates provided by the arbitrators within ten (10) days of the agreement to assign or, if necessary, and then request additional available dates from the selected arbitrator(s) for the assigned cases. All matters to be discussed at the Scheduling Conference must be agreed upon more than fifteen (15) days prior to the date of the Scheduling Conference.

**O. STENOGRAPHIC REPORTS**

When the Company and APFA mutually agree that a stenographic report is to be taken of a hearing of the System Board, in whole or in part, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of the proceedings shall be taken, any written record available taken of such System Board hearing shall be furnished to the other party to the dispute upon request, provided that the cost of such written record so requested shall be borne equally by the parties to the dispute.

## **P. REPRESENTATION AND SUMMONING OF WITNESSES**

### **1. Representation**

Employees covered by this Agreement may be represented at System Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate.

### **2. Witnesses**

#### **a. Summoning of Witnesses**

- i. On request of individual members of the System Board, the System Board may, by a majority vote, or shall at the request of either the APFA representative(s) or the Company representative(s) thereon, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties in the dispute, or by either party, or by the System Board itself, or by either group of representatives constituting the Board.
- ii. The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the services of the Company.

#### **b. Disposition of System Board Witness Expenses**

Each of the parties hereto will assume the compensation, travel expense and other expenses of the witnesses called or summoned by it. So far as space is available, witnesses who are employees of the Company shall receive free transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses, and return, to the extent permitted by law.

### **3. Leaves of Absence for Representatives/Witnesses**

In a dispute before the System Board, when a Flight Attendant is chosen to act as the representative of, or witness for, another Flight Attendant, such representative or witness shall, when the requirements of the service permit, be given leave of absence of a time sufficient to permit them to appear as such representative or witness.

## **Q. EXCHANGE OF DOCUMENTS AND WITNESS LISTS**

### **1. Formal Exchange**

Thirty (30) days prior to the date set for an arbitration hearing, the representatives designated by the parties shall exchange all documents, video, photographic and audio evidence they intend to enter in support of their respective positions and make available, in writing, the names of all witnesses they intend to summon whom they deem necessary to the dispute. Identifying information expunged from previously exchanged documents for reasons of confidentiality will now be exchanged with all information intact.

### **2. Additional Documents and Witnesses**

Nothing herein shall require the representative of either party to present the aforementioned documents video, photographic or audio evidence or to summon the aforementioned witnesses during the course of the hearing, nor shall the representatives of either party be restricted from entering documents or summoning witnesses who become known subsequent to the thirty (30)

day exchange. Such additional documents and the names of such additional witnesses shall be exchanged at the time such determination is made.

**R. EVIDENCE**

Evidence may be presented at a System Board hearing either orally, or in writing, or both, and through witnesses.

**S. TIME LIMITS**

It is agreed by the parties hereto that the periods of time established in Section 31, shall be considered as maximum periods of time and that when disputes can be handled in a period of time less than the maximum time stipulated, every effort will be made to expedite such disputes.

**T. STATEMENT OF EMPLOYER AND EMPLOYEE RIGHTS**

Nothing herein shall be construed to limit, restrict, or abridge the rights or privileges accorded either to the employees or to the employer, or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended, and the failure to decide a dispute under the procedure established herein shall not, therefore, serve to foreclose any subsequent rights which such law may afford or which may be established by the National Mediation Board by orders issued under such law with respect to disputes which are not decided under the procedure established herein.

## **SECTION 32 - UNION BUSINESS**

- A. The Company shall provide each active Flight Attendant with an electronic copy of this Agreement, including any existing Side Letters of Agreement. The electronic version will be available on the Flight Attendant EFB and the Company intranet (including a QR code). The Company shall provide a limited number of contracts (fifteen percent (15%) of the total Flight Attendant population by base) that will be available by request only. In addition, the APFA National Headquarters will be provided five hundred (500) copies for Flight Attendant distribution. The printed and electronic version of the agreement will be made available within ninety (90) days of the signing of this Agreement.

The Company shall consult with the APFA National President regarding the selection of a format, cover, and binding for the printed Agreement. Any Side Letters of Agreement, as jointly agreed to by the APFA and the Company, shall be posted to the Company intranet.

### **B. REPORTS**

#### **1. Active/Inactive Report**

The Company shall provide the APFA National President and the National Treasurer a sortable monthly electronic list containing Flight Attendant names, employee numbers, addresses, primary phone contact numbers, crew base, date of hire, status (i.e., active status, furlough, Company position, Flight Attendants on Company business for a cumulative period of ninety (90) days, probationary status, type of leave or other inactive status), date of commencement and actual date of return from leave, and date of birth. This report shall be due by the twentieth (20<sup>th</sup>) of the month following the month being reported.

#### **2. Monthly Attrition Report**

The Company shall provide the APFA National President and the National Treasurer a sortable monthly electronic list of Flight Attendant resignations, retirements, terminations and transfers. Such report shall be in alphabetical order and reflect employee number, date of resignation, terminations or transfer, the crew base from which the Flight Attendant was transferred, and the crew base where they are now located shall be noted. A Flight Attendant transferred to or from management or other Company position shall be so identified. This report shall be due by the twentieth (20<sup>th</sup>) of the month following the month being reported.

#### **3. Scheduling/Reserve Reports**

The Company shall provide the APFA National President with Scheduling reports or access to the information, as needed and as mutually agreed upon by the Company and National Scheduling Chair.

- C. A glass covered, locked bulletin board will be provided by the Company in the crew lounges/Inflight check-in facilities at each crew base for posting of APFA notices. Size and placement of such boards shall be determined by mutual agreement of the APFA Base President and the Manager, Inflight Operations.
- D. As long as the Company maintains Flight Attendant mailboxes in a base, official APFA bulletins may be distributed in the Flight Attendants' mailboxes if they have been approved for such distribution by the appropriate Manager, Inflight Operations or their designee.
- E. APFA representatives shall be afforded an opportunity at the end of each new-hire Flight Attendant training program to address the new-hire class for a maximum of two (2) hours. This is in addition to any time allotted for base indoctrination.

## **F. TRAVEL FOR UNION BUSINESS**

Should the Company extend improvements in its union business pass policy to other union representatives, such improvements shall likewise be extended to APFA representatives.

## **G. MONTHLY UNION BUSINESS**

1. A request by the APFA for the release of a Flight Attendant from duty to conduct Union business shall be made to the Director of Crew Schedule or their designee. Such request(s) shall be made by the APFA National President, any APFA National Officer or designee for Flight Attendant in their crew base. The APFA National or Base President or designee may supply the Company with a list of Flight Attendants authorized to request their release from duty to conduct Union business. Such requests for release shall be made to the Company as far in advance as practicable. A request by the APFA for the release of a Flight Attendant to conduct Union business will not be unreasonably denied.
2. A Lineholder removed from schedule to conduct Union business prior to the closing of PBS will be paid a daily rate equal to the minimum day as pay and credit. After the closing of PBS, a Lineholder removed to conduct Union Business on a day scheduled for duty will receive a daily rate equal to the minimum day or trips missed. A Lineholder conducting Union business on a day off will be paid an amount as determined by the APFA and such time will be paid as pay no credit.
3. A Reserve removed from schedule on a RSV day to conduct Union business will be paid at a daily rate equal to the minimum day as pay and credit. A Reserve conducting Union business on a day off will be paid an amount as determined by the APFA and such time will be paid as pay no credit.
4. The Company shall invoice the APFA each month for flight pay loss provided for in Paragraphs G.1.-3.
5. The APFA will not be invoiced for Flight Attendants released from duty:
  - a. To inspect hotels pursuant to Crew Accommodations, Section 6.A.4;
  - b. To serve as a Safety and Security Department (SSD) Committee member for accident investigations pursuant to Section 34.H.2;
  - c. To attend the Scheduling Committee meetings pursuant to Scheduling, Section 10.A.2.
6. A Flight Attendant dropping their line for the entire bid period shall receive a pay purposes only (paper bid) line.
7. If any Company requested meeting is cancelled by the Company with less than two (2) calendar days, the Company will reimburse the APFA for flight pay loss for the cancelled meeting day.

## **H. APFA LOCK-BOX**

The Company will provide at base stations, a suitable lock-box for APFA mail. The size and type shall be dependent upon the location at each base station.

## **SECTION 33 - APFA EMPLOYEE ASSISTANCE PROGRAM, PROFESSIONAL STANDARDS, AND DRUG AND ALCOHOL TESTING**

### **A. APFA EMPLOYEE ASSISTANCE PROGRAM (“APFA EAP”)**

1. The Company shall, upon request, meet with members of the APFA EAP to discuss matters pertaining to the parties' respective employee assistance programs including but not limited to alcohol/drug testing, mental health disorders, professional standards and critical incident stress management concerns.
2. The Company agrees to provide the APFA EAP Committee copies of Flight Attendant work group reports when provided by the vendor or other source but no less than twice a year on EAP and behavioral health care access utilization and case management and CISM metrics.
3. The APFA EAP shall be afforded an opportunity during each new-hire Flight Attendant training program to address the new-hire class for up to thirty (30) minutes, as part of the new hire training orientation pursuant to Union Business, Section 32.E.
4. When Flight Service provides Company EAP contact information to a Flight Attendant they shall also provide APFA EAP contact information to the Flight Attendant. The Company will include APFA EAP contact information in written communications to the Flight Attendant regarding disciplinary or dependability/availability issues.

### **B. DRUG AND ALCOHOL POLICY**

1. The Company may require a Flight Attendant to undergo drug and alcohol testing in accordance with Company policy and/or as required by applicable federal, state, or local laws and regulations.
2. All alcohol tests shall be performed in accordance with the procedural safeguards which are no less than those currently in effect under the applicable DOT/FAA regulations. If random alcohol testing is no longer legally required, the Company may continue to randomly alcohol test Flight Attendants so long as it maintains procedural safeguards which are no less than those currently in effect under the applicable DOT/FAA regulations regarding random testing.
3. All DOT/FAA mandated drug testing shall be performed in accordance with DOT/FAA regulations.
4. In the event of non-DOT/FAA mandated drug testing or if drug testing is no longer required by the DOT/FAA but the Company nevertheless determines it shall continue drug testing, the Company will utilize procedural safeguards no less than those currently in effect under the DOT/FAA regulations, with the exception of the Drug Testing Custody and Control Form. Nothing herein restricts the substances for which the Flight Attendant may be tested. Flight Attendants will not be tested for substances for which Pilots are not tested.
5. The Company shall not require a Flight Attendant to submit to a random blood or urine alcohol test unless such test is legally required.
6. Designated APFA representatives will be authorized by the Company to enter the alcohol testing site in accordance with DOT/FAA regulations.
7. The Company shall meet and confer with the APFA National Vice President or their designee regarding any changes in the drug and alcohol testing policies or procedures not specified in this Agreement prior to implementation and/or publication. In addition, the drug and alcohol

testing policies and procedures shall be added to the Flight Attendant Electronic Flight Bag (EFB).

8. If permitted by the DOT/FAA, upon request, the Company shall provide the APFA with an annual de-identified report on DOT/FAA mandated drug and alcohol test statistics, including how many Flight Attendants were tested and how many were reported positive or refused testing.
9. In the event the FAA approves a Human Intervention Motivation Study (HIMS) program applicable to Flight Attendants, the Company shall meet and confer with the APFA regarding possible implementation of the program.

**C. DUTY TIME AND REST**

1. A Flight Attendant participating in a drug or alcohol test during the duty period will be considered to be on duty during the drug or alcohol test.
2. A Flight Attendant participating in a drug or alcohol test prior to or after the completion of a duty period will not be considered to be on duty during the drug or alcohol test. Such Flight Attendant will not be considered to be in a rest period.
3. A Flight Attendant participating in a drug or alcohol test after the completion of the Flight Attendant's duty period will be released into the Flight Attendant's rest period fifteen (15) minutes after the completion of the test. The Flight Attendant whose rest period would be reduced below their contractual minimum rest because of such a test will be required to call Crew Schedule with the Flight Attendant's adjusted rest period commencement time.
4. A Flight Attendant will not be required to participate in a random drug or alcohol test prior to the commencement of a duty period.

**D. PAY FOR DRUG AND ALCOHOL TESTING**

A Flight Attendant will be paid fifteen dollars (\$15.00) for each random drug or alcohol test they are required to undergo after the Flight Attendant's release from duty. There will be no credit associated with the test or the payment.

**E. PROFESSIONAL STANDARDS**

1. If the Company becomes aware of an interpersonal relationship conflict between Flight Attendants or between a Flight Attendant and a member of another employee group, the Company may elect to refer the dispute to the APFA EAP Professional Standards Committee ("EAP/PS").
2. When a dispute is referred to the EAP/PS, the EAP/PS shall have up to thirty (30) calendar days to resolve the dispute. The Company and the EAP/PS may mutually agree in writing to extend this time. During the designated period, the Company shall refrain from taking any action it may have commenced or contemplated taking, unless further information becomes known that would alter the facts as understood by the Company at the time it agreed to the referral.
3. At or before the end of the designated period, the EAP/PS shall make a written report to the Senior Manager, Inflight Operations, or, if the crew base has no Senior Manager, to the Manager, Inflight Operations or their designee stating only that "the problem is resolved" or that "the EAP/PS is unable to resolve the matter and cannot be of further assistance."

4. If the EAP/PS reports that it is unable to resolve the matter or does not supply a written report to the Senior Manager, Inflight Operations, or, if the crew base has no Senior Manager, to the Manager, Inflight Operations or their designee, at or before the end of the designated period, then the dispute reverts back to the Company for resolution. In cases where the Company elects to commence or continue disciplinary proceedings, the delay caused by the EAP/PS's involvement shall not be raised by the APFA as a defense, nor will the Company assert any failure of the EAP/PS to arrive at a successful resolution as supporting the Company's position. The Company shall not require any EAP/PS member to provide information regarding what transpired during the EAP/PS proceeding.

## **SECTION 34 - SAFETY AND SECURITY DEPARTMENT (SSD)**

- A. The APFA National President or their designee will be advised of all areas relating to safety. As changes to the environment affecting the Flight Attendants are known, the APFA National President or their designee will be advised. The Company and the APFA will continue to work together in a cooperative manner regarding safety issues.
- B. The Company shall consider the recommendations of the SSD in all matters affecting the safety of Flight Attendants. The Company and the SSD shall meet quarterly at mutually agreeable times, dates and locations to study and evaluate matters relating to the safety, health and security of Flight Attendants.
- C. The APFA National President and the SSD Chairperson shall be invited to attend the annual mock Recurrent training session and offer suggestions for changes or improvements. The SSD Chairperson shall be notified of any new or modified security or safety training for Flight Attendants and provided an opportunity to make recommendations.
- D. The APFA National President and the SSD Chairperson shall be permitted to attend AA/FAA full or partial aircraft certification demonstrations, including new emergency evacuation procedures, and shall be notified promptly upon the event being scheduled.
- E. The Company will consult with the APFA National President or their designee on the cabin configuration and interior design of galley/safety areas as they pertain to Flight Attendant responsibilities and duties for any new equipment it may consider putting into service, prior to a final resolution of the equipment specifications. The Company will consult with the APFA National President or their designee, prior to a final resolution of the equipment specifications, when considering major modifications of the interior design of existing equipment that will impact how Flight Attendants carry out duties and responsibilities, such as, but not limited to, galley configurations, cabin seating configuration, jumpseat and lavatory locations, and the location of emergency equipment. The Company shall give due consideration to the APFA's recommendations.
- F. Reasonable efforts shall be made to standardize the configuration of safety/emergency equipment on each series within a type of aircraft.
- G. The SSD shall be allowed to inspect any aircraft on which the Company requires a Flight Attendant to work.

### **H. AIRCRAFT ACCIDENT, HIJACKING INCIDENT, TERRORIST INCIDENT, OR SERIOUS INCIDENT**

- 1. The Company, upon notification of any Aircraft Accident, Hijacking Incident, Terrorist Incident, or Serious Incident in which a Flight Attendant is involved shall notify the APFA National President, APFA SSD Chairperson, and APFA EAP Representative. The Senior Manager, Inflight Operations, or their designee, shall contact the APFA Base President when Flight Attendant(s) assigned to their respective base or involved in such accidents/incidents, emergency evacuation, or when a Flight Attendant is injured. If the APFA Base President is unavailable, the Senior Manager, Inflight Operations, or their designee, shall contact the APFA Base Vice President. In the event the APFA Base Vice President is unavailable, the Senior Manager, Inflight Operations, or their designee, shall contact APFA Headquarters. By mutual agreement, the Company and the APFA, may agree upon an alternate notification process. Names, employee numbers, and Inflight Managers of the Flight Attendants will be provided to the APFA. These incidents are defined below:

- a. Aircraft Accident: Any and all occurrences associated with the Company's operation of an aircraft in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.
- b. Hijacking Incident and/or Terrorist Incident: Seizure or attempted seizure of a Company aircraft with Flight Attendants on board by actual or threatened force of violence.
- c. Serious Incident: An incident with Flight Attendants on board a Company aircraft involving any of the following:
  - i. Serious injury to a Flight Attendant or any incident where medical personnel are called to an aircraft to assess a Flight Attendant;
  - ii. Actual evacuation or cabin preparation for evacuation;
  - iii. Fire and/or smoke on board resulting in injuries;
  - iv. Physical assault of a Flight Attendant by a passenger(s);
  - v. Aircraft decompression;
  - vi. Turbulence resulting in injuries to crew members or passengers;
  - vii. Bomb threats;
  - viii. Death on board; or
  - ix. Any specific terrorist threat assessment issued and permitted to be released by any government agency

2. In the event of an Aircraft Accident, Hijacking Incident, Terrorist Incident, or Serious Incident involving Flight Attendants, the Company shall release from duty at least two (2) SSD members, or their designees for purposes of investigation and at least two (2) EAP representatives, as designated by the APFA National President. Such Flight Attendants currently operating a sequence shall be released from duty as soon as possible, but no later than the last leg of the duty period on the same day that the Company contacted the APFA about the Aircraft Accident/Incident. The Company shall provide those Flight Attendants with round trip positive space on-line transportation to and from the airport nearest the aircraft accident or other travel arrangements made by the Company to expedite arrival at the site for other Company personnel. The Company shall assume responsibility for lodging, meal, and other expenses incurred by the APFA accident investigators. Such reimbursement will be consistent with Company policy.
3. Subject to NTSB limitations, the SSD shall be allowed to inspect any aircraft accident crash site. In the event of any Aircraft Accident, Hijacking Incident, Terrorist Incident, or Serious Incident involving Flight Attendants in a foreign country, the Company will make the necessary requests to include the APFA SSD Chairperson or their designee and the APFA EAP Chairperson or their designee among those with access to the site.
4. In the event of any Aircraft Accident, Hijacking Incident, Terrorist Incident, or Serious Incident (as defined in this Paragraph H) the Company will allow immediate access to Flight Attendant(s) by APFA EAP, with the Flight Attendant's consent, either in person or by phone if no APFA EAP is on site.

5. A Flight Attendant has the right to request APFA representation when they have been involved in an Aircraft Accident, Hijacking Incident, Terrorist Incident, or Serious Incident.
6. Subject to NTSB limitations, the Company shall provide the APFA National President with copies of all reports prepared by Flight Attendants regarding any Aircraft Accidents, Hijacking Incidents, Terrorist Incidents, or Serious Incidents. These reports may not be distributed by the APFA National President to anyone other than the SSD without the Company's prior approval.
7. Following any Aircraft Accident, Hijacking Incident, Terrorist Incident, or Serious Incident, Flight Attendants will be provided with immediate medical attention, if necessary. The APFA will be advised of the location of the Flight Attendant(s). To the extent possible, the Flight Attendant(s) shall be isolated from passengers and the media. The Flight Attendant crew will not be separated prior to de-briefing unless required by medical personnel, for purposes of drug/alcohol testing, or at the request of an involved Flight Attendant.
8. The Company shall promptly notify the designated emergency contact of each Flight Attendant involved in an Aircraft Accident, Hijacking Incident, Terrorist Incident, or Serious Incident in which the Flight Attendant suffers injury, if the Flight Attendant is incapacitated or requests the Company to do so. Family members of such Flight Attendants will be covered by the Company's post-accident family assistance program.
9. If hotel rooms are necessary for Flight Attendants involved in an Aircraft Accident, Hijacking Incident, Terrorist Incident, or Serious Incident, the Company shall provide single rooms, adjacently located if possible.
10. Following any Aircraft Accident, Hijacking Incident, Terrorist Incident, or Serious Incident, when Flight Attendants involved are ready to return, the Company will provide the Flight Attendants with transportation from the point of the event to their place of residence or, upon Company approval, an alternative location.
11. Following any Aircraft Accident, Hijacking Incident, Terrorist Incident, or Serious Incident, the Company shall release the involved Flight Attendant(s) from further duty if the Flight Attendant informs the Company they are unable to continue to perform their duties for the remainder of their trip, or for two (2) duty periods, if trips are back to back, whichever is greater, with full pay and credit. The Company may extend the number of days off in catastrophic or extreme situations. If additional unpaid time off is granted, the Flight Attendant will not be responsible for making up any time lost pursuant to this Paragraph.
12. A Flight Attendant who is not able to return to the back to back trip(s) after the time period stated above may claim sick time for the balance of the trip(s). Subsequent sick leave usage will be pursuant to Sick Leave, Section 9. A Flight Attendant who elects to be relieved in accordance with the above will not have that sick call recorded in their sick time totals for disciplinary purposes.

- I. Subject to NTSB limitations, if applicable, in the case of the death of a Flight Attendant while on sequence away from base, the Company shall arrange for the timely return, at no cost, of the remains to the location requested by the Flight Attendant's designated emergency contact.
- J. The Company shall provide the SSD Chairperson with reports regarding Flight Attendant on-the-job injuries on a monthly basis. The reports shall include the name of the Flight Attendant, employee number, date, aircraft type, tail number and nature of the injury.

- K. The Company will provide relevant information to the SSD Chairperson related to complaints filed by Flight Attendants on specific flights regarding air contamination and noise level information that occurs in the aircraft environment.
- L. Unless prohibited by a governmental agency, the Company shall promptly notify the APFA National President upon receipt of information regarding hostilities, terror threats, political disruptions, or natural disasters that may present a danger to the safety of Flight Attendants at stations into which they are required to fly. At the request of the APFA National President, the Company shall meet and review the impact that such hostilities, terror threats, political disruptions, and/or natural disasters may have on Flight Attendants.
- M. The Company shall notify a Flight Attendant, the APFA National President, and the SSD Chairperson, upon receipt of information of any potential environmental hazards to which the Flight Attendant may be or have been exposed to while on duty.
- N. No Flight Attendant shall be required to perform a bomb search on an aircraft or to remain on board during such a search, unless a search must be performed while the aircraft is in flight and the Flight Attendant has received FAA approved bomb search training.
- O. The Company shall make earplugs available at no cost to Flight Attendants, which are the same quality as provided for mechanics and fleet service. Flight Attendants shall not wear earplugs in the presence of passengers. The Company shall post information regarding hearing conservation.
- P. The Company will work with the SSD Chairperson regarding concerns over aircraft cabin temperatures.
- Q. The Company shall provide the APFA with flammability results for any new uniform items if available from the manufacturer. The Company shall meet with the Union Uniform Committee regarding uniform flammability concerns.
- R. A Flight Attendant will not be required to lift, or assist in the lifting of weight which, in the Flight Attendant's best judgment, could result in an injury on duty.
- S. Flight Attendants who reasonably believe they may have been exposed to hepatitis while in the service of the Company will receive reimbursement for the screening and vaccination. This shall be done immediately at the Company Clinic, if there is one in base. If the Company Clinic does not have the treatment available, or there is not a Company Clinic in base, the Flight Attendant will be sent to another treatment facility. Inoculations, vaccinations and x-rays required by public law as a condition of employment or continued employment shall be paid for by the Company.
- T. The Company and the APFA EAP recognize the Critical Incident Stress De-Brief Program (CISD) is a collaborative policy which is jointly managed and monitored. The parties agree to meet upon either party's request for the purposes of determining policy updates and/or revisions as well as resolving any current concerns regarding the policy. Under no circumstances will the policy be changed without the mutual consent of both the APFA EAP and Inflight.
- U. The Company will provide each Flight Attendant with an individual Personal Resuscitation Mask. It is agreed that this mask will become part of a Flight Attendant's required equipment. If a Flight Attendant uses the mask as part of an emergency while on duty, a replacement mask will be supplied to the Flight Attendant at no cost. If the mask is stolen or damaged, then a replacement mask will be supplied to the Flight Attendant in accordance with Uniforms, Section 7. If the mask is lost by the Flight Attendant, then the Flight Attendant will be responsible for the cost of replacing the mask. Personal Resuscitation Masks will continue to be provisioned on the aircraft as part of the emergency equipment.

## **SECTION 35 - UNION SECURITY**

### **A. UNION MEMBERSHIP**

1. Flight Attendants covered by this Agreement shall, as a condition of employment, maintain membership in APFA so long as this Agreement remains in effect, to the extent of paying an initiation fee and membership dues (not including fines and penalties).
2. A Flight Attendant may have their initiation fee and membership dues deducted from their earnings by signing the form "Assignment and Authorization for Check-off of Initiation Fees and Union Dues", as hereinafter set forth, or if no such authorization for payroll deduction is in effect, the Flight Attendant must pay their initiation fee and membership dues directly to the APFA.

### **B. JOINING THE UNION**

Flight Attendants, within sixty (60) days after the date of first assignment to line duty as a Flight Attendant with the Company, shall become members of the APFA and shall, as a condition of employment, maintain membership in the APFA so long as this Agreement remains in effect to the extent of paying initiation fees and membership dues.

### **C. RECALLED AND REHIRE FLIGHT ATTENDANTS**

1. Flight Attendants who have been laid off and are subsequently recalled shall be governed by the provisions of Paragraph B to the extent of maintaining membership in the APFA and paying membership dues.
2. Flight Attendants who have resigned from the Company and are subsequently rehired shall be considered new employees for the purposes of this Section and shall be governed by the provisions of Paragraph B to the extent of paying initiation fees and membership dues.

### **D. UNION DUES DURING LEAVES/TRANSFER**

Flight Attendants who are or who become members of the APFA under Paragraphs A or B, shall pay membership dues as set forth herein, except that payment of membership dues shall not be required as a condition of employment during leaves of absence without pay or during periods of transfer to classifications not covered by this Agreement. This shall not apply to transfers or leaves of absence of less than thirty (30) days' duration.

### **E. DEFINITION OF "MEMBER OF THE APFA"**

"Member of the APFA", as used herein, shall mean any Flight Attendant who is a member of the APFA and is not more than sixty (60) days in arrears in the payment of initiation fees and membership dues as specified herein.

### **F. DELINQUENT DUES PROCEDURES**

When a Flight Attendant who is a member of the APFA becomes delinquent within the meaning of Paragraph E, the following procedures shall apply:

1. The National Treasurer of the APFA shall notify the Flight Attendant, in writing, certified mail, return receipt requested, copy to the Vice President of Labor Relations of the Company, that the Flight Attendant is delinquent in the payment of initiation fee and membership dues, as specified herein and, accordingly, is subject to discharge as an employee of the Company.

Such letter shall also notify the Flight Attendant that they must remit the required payment within thirty (30) days of the date of the mailing of the notice, or be subject to discharge.

2. If, upon the expiration of the thirty (30) day period, the Flight Attendant still remains delinquent, the APFA National President shall certify, in writing, to the Vice President of Labor Relations, 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 Vice President of Labor Relations shall then take proper steps to discharge such employee from the service of the Company.
3. A Flight Attendant discharged by the Company under the provisions of Paragraph F shall be deemed to have been discharged for cause within the meaning of the terms and provisions of this Agreement.

#### **G. DISCHARGE FOR NON-PAYMENT OF DUES**

Any discharge under the terms of Section 35 shall be based solely upon the failure of the Flight Attendant to pay or tender payment of initiation fee and/or membership dues, as specified herein, and not because of denial or termination of membership in APFA upon any other ground.

#### **H. PROCEDURES FOR CONTESTING DISCHARGE**

Any grievance by a Flight Attendant concerning the interpretation or application of the provisions of this Section shall be subject, exclusively, to the following procedures:

1. A Flight Attendant who believes that the provisions of Section 35 pertaining to them has not seven (7) days from the date the grievance arises, except that a grievance arising under Paragraph F.1 must be filed within the thirty (30) day period specified therein. The request will be submitted to the Flight Attendant's immediate supervisor who will review the grievance and render a decision, in writing, not later than ten (10) days following the receipt of the grievance.
2. The immediate supervisor will forward their decision to the employee with a copy to the APFA National President. If the decision is not satisfactory to both the Flight Attendant and the APFA, then either may appeal the grievance directly to the System Board of Adjustment, established under Section 31, within ten (10) days from the date of the decision. The terms and provisions of such Section shall be applicable, except as otherwise specified herein.
3. Appeal
  - a. If the APFA should appeal the decision to the System Board of Adjustment, it shall prepare a joint submission of the grievance, setting forth APFA's and the Flight Attendant's positions, and forward copies to the Flight Attendant, the Vice President of Labor Relations, and to the members of the System Board of Adjustment.
  - b. If the Flight Attendant should appeal the decision, they may request the Vice President of Labor Relations to prepare the submission papers in the Flight Attendant's behalf for the System Board of Adjustment. In this event, such request shall be made by the Flight Attendant, in writing, to their immediate supervisor who will transmit, through the appropriate Manager of Inflight, all facts, data, and information concerning the grievance, together with a copy of the decision from which appeal is taken. The Vice President of Labor Relations will forward copies of the Flight Attendant's separate submission to the employee, the appropriate Manager of Inflight, the APFA National President, and to members of the System Board of Adjustment.
4. During the period a grievance is filed under the provisions of Paragraph H and until final award by the System Board of Adjustment, the Flight Attendant shall not be discharged from the Company because of non-compliance with the terms and provisions of Section 35.

## **I. STATEMENT OF RESPONSIBILITY**

APFA agrees that it shall indemnify the Company and save the Company harmless from any and all claims which may be made by the Flight Attendant or Flight Attendants against the Company by virtue of the wrongful application or misapplication of any of the terms of Section 35.

## **J. STATEMENT OF GOOD FAITH BY THE COMPANY**

The Company will not interfere with, restrain, or coerce Flight Attendants because of membership or lawful activity in the APFA, nor will it by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the APFA.

## **K. STATEMENT OF GOOD FAITH BY APFA**

The APFA agrees that neither APFA nor its members will intimidate or coerce any Flight Attendant in respect to their right to work, or in respect to the APFA activity or membership and, further, there shall be no solicitation of Flight Attendants for the APFA membership on Company time. The APFA further agrees that the Company may take disciplinary action for any violation of Paragraph K.

## **L. COMPANY AGREEMENT TO DUES CHECK-OFF**

During the life of this Agreement, the Company agrees to deduct from the pay of each member of the APFA and remit to the APFA initiation fees and membership dues levied in accordance with the Constitution of the APFA and as prescribed by the Railway Labor Act, as amended, provided such member of the APFA voluntarily executes the following agreed upon form. This form, also to be known as the "Check-off Form" shall be prepared and furnished by the APFA:

**"ASSIGNMENT AND AUTHORIZATION AND DIRECTION FOR CHECK-OFF OF UNION DUES"**

**"TO: American Airlines, Inc.  
Attention: Payroll Customer Service"**

"I, \_\_\_\_\_, hereby assign to  
(Print Name, Initial, and Last Name)  
the Association of Professional Flight Attendants (APFA), my initiation fee and APFA dues from any wages earned or to be earned by me as your employee. I authorize and direct you to deduct APFA current initiation fees, in two (2) parts; one-half (1/2) with the first semi-monthly deduction, and one-half (1/2) with the first semi-monthly deduction at the time of my anniversary, and the amount currently in effect and as may hereafter be established by APFA as my membership dues, from each semi-monthly paycheck and to remit the same to APFA."

"This assignment, authorization, and direction may be revoked by me, in writing, after the expiration of one (1) year from the date hereto, or upon the termination date of the labor agreement in effect at the time this is signed, whichever occurs sooner. The revocation must be sent by certified mail to the APFA Treasurer and to American Airlines Payroll Customer Service."

"This assignment, authorization and direction is made subject to the provisions of the Railway Labor Act, as amended, and in accordance with the existing Agreement between APFA and the Company."

Signature of Employee \_\_\_\_\_ Employee No. \_\_\_\_\_  
Address of Employee \_\_\_\_\_ Base \_\_\_\_\_  
Department \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_"

#### **M. DUES CHECK-OFF FORM**

1. When a member of the APFA properly executes such "Check-off Form", the APFA National President shall forward an original copy to American Airlines – Payroll Customer Service.
2. Any Check-off Form which is incomplete or improperly executed will be returned to the President.
3. Any notice of revocation, as provided for in Section 35 or in the Railway Labor Act, as amended, must be in writing, signed by the Flight Attendant and delivered by certified mail, addressed to the Manager, Payroll Customer Service, at the address indicated above, with a copy to the APFA National President.
4. Check-off Forms and notices received by the Manager, Payroll Customer Service, will be stamp-dated on the date received and will constitute notice to the Company on the date received, and not when mailed.

#### **N. COMPANY PROCEDURES FOR DUES CHECK-OFF**

1. When a Check-off Form, as specified herein, is received by the Manager, Flight Payroll, on or before a given payday, deductions will commence with the first regular paycheck following said payday and will continue thereafter until revoked or cancelled, as provided in this Section.
2. The Company will remit to the APFA via electronic funds transfer, payment of all dues collected on a given payday, or as soon after the payday as possible. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure.
3. The Company remittance of APFA membership dues to the APFA will be accompanied by a list of names, employee numbers and station numbers of the employees for whom deductions have been made in that particular period, arranged in order of their employee numbers.
4. The Company will also supply in duplicate to the office of the APFA a listing of those employees who are on leaves of absence, have accepted a position outside the bargaining unit, or have terminated employment with the Company.

#### **O. DUES POLICIES FOR THE INACTIVE FLIGHT ATTENDANT**

1. No deductions of APFA dues will be made from the wages of any Flight Attendant who has executed a Check-off Form and who has been transferred to a job not covered by this Agreement, or who is on leave without pay. Upon return to work as a Flight Attendant, deductions shall be automatically resumed, provided it is in accordance with the other appropriate provisions of Section 35 and of the Railway Labor Act, as amended.
2. A Flight Attendant who has executed a Check-off Form and who resigns or is otherwise terminated from the employ of the Company, shall be deemed to have automatically revoked their assignment and if the Flight Attendant is recalled or reemployed, further deductions of APFA dues will be made only upon execution and receipt of a new Check-off Form.

#### **P. COLLECTION OF BACK DUES**

Collection of any back dues owed at the time of starting deductions for any employee, collection of dues missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period, and collection of dues missed because of accidental errors in the accounting procedure, will be the responsibility of the APFA and will not be the subject of payroll deductions, and the Company shall not be responsible in any way because of such missed

collections. It will be the APFA's responsibility to verify apparent errors with the individual Flight Attendant before contacting the Company.

#### **Q. DUES DEDUCTION**

1. Deductions of membership dues shall be made in accordance with the Constitution of the APFA and as prescribed by the Railway Labor Act, as amended, from each paycheck provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied.
2. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the semi-monthly period in which the Flight Attendant's last day of work occurs.

#### **R. RIGHT TO UNION REPRESENTATION**

The APFA does not question the right of the Company supervisors to manage and supervise the work force and make reasonable inquiries of employees, individually or collectively, in the normal course of work.

##### **1. Investigative Meetings**

In meetings for the purpose of investigation of any matter which may eventuate in the application of discipline or dismissal, or when written statements are taken relating to such matters, or in meetings of sufficient importance for the Company to have witnesses, or more than one (1) Company supervisor present, the Flight Attendant, if they request, shall have an APFA representative present. Such meetings will be delayed for a reasonable period of time, not to exceed four (4) hours, to allow the APFA representative to be present, provided the Flight Attendant remains at the place of the meeting while awaiting the APFA representative. The presence of an APFA representative at such meetings shall in no way interfere with the conduct of the meeting.

##### **2. Document Exchange**

In meetings held for the purpose of investigation of any matter which may eventuate in discipline or dismissal, or when written statements are taken relating to such matters, or in meetings of sufficient importance for the Company to have witnesses, or more than one (1) Company supervisor present, the Company will provide the Flight Attendant with copies of all documents related to that meeting. The Flight Attendant will be permitted to review the documents before the meeting begins. If the Flight Attendant requests APFA representation, they will be permitted to confer privately with such representative before the meeting begins. Such conference will not normally exceed fifteen (15) minutes, but in no case will such conference unreasonably delay the meeting. Once the meeting begins, such meeting will continue uninterrupted.

For confidentiality purposes, all names and other identifying information may be expunged from any documents provided by the Company, at the Company's option. In any investigation involving alleged harassment, such as sexual, racial, religious, etc., the contents of the documents will be typed in their entirety and provided to the Flight Attendant, except that names and all other identifying information will be expunged for confidentiality purposes.

##### **3. Second APFA Representative as Scribe at Investigative Meetings in Paragraph R.1**

- a. A second APFA representative at an Investigative meeting will be permitted for the sole purpose of taking notes.

- b. The presence of an APFA representative, either as a Flight Attendants' designated representative or as a silent scribe, will in no way interfere with the conduct of the meeting nor may the APFA's decision to add a second APFA representative as a scribe delay the meeting.
- c. Should problems develop for the Company as a result of it permitting a scribe at an Investigative meeting, the Company will notify the APFA of such problems and the parties will attempt to solve them. The Company retains the option to discontinue the practice in the event that problems persist which cannot be resolved to the satisfaction of the parties.

4. Presence of APFA Observer during Company Security Department Investigative Interviews.

The Company will permit an APFA representative to be present as a silent observer during Company Security Department investigative interviews in accordance with the following terms:

- a. Flight Attendant(s) interviewed by a Company Security Department representative as part of a Company Security Department investigation may, upon request by the Flight Attendant(s), have an APFA representative present during such interview to act in the role of a silent observer.
- b. Should it be impossible for an APFA representative to be available or if an APFA representative cannot be readily available upon request, (within one (1) hour) the Company's Security Department will not be required to delay the interview. In such circumstances, a Flight Attendant who is being interviewed by the Company Security Department may (1) request the presence of another Flight Attendant who is covered by the AA/APFA Agreement, who is available within one (1) hour, and who is not also being interviewed, to act in the role of a silent observer; or (2) request a brief consultation with an APFA representative by phone prior to the interview. A Flight Attendant who elects to consult with an APFA representative by phone will be provided, generally five (5) to ten (10) minutes, to speak privately with an APFA representative prior to the interview. Although such Flight Attendant's luggage and other personal possessions will remain with the Flight Attendant, their luggage and other personal possessions must remain in plain view of the Security Department representative during the private phone consultation to ensure the integrity of all evidence is preserved.
- c. Should a silent observer be present during the Company Security Department's investigation interview, such silent observer, whether an APFA representative or another Flight Attendant, may not interfere with or impede the investigation and/or interview. If a silent observer fails to comply with the terms of Paragraph R, the Company will exclude the silent observer from the area in which the investigation and/or interview is being held and the Company will continue with the process.
- d. In the event the Company concludes that problems have developed for the Company as a result of its permitting an observer to be present during Security interviews, the Company will notify the APFA of such problems and the parties will attempt to resolve them. The Company retains the right to modify or cancel Paragraph R.4.a-d in the event problems persist that cannot be resolved to the satisfaction of the Company.

#### **S. COMPANY TO ASSUME ADMINISTRATIVE OVERRIDE**

The Company will assume all related payroll cost for Flight Attendants who are on pay continuance.

#### **T. SAVINGS CLAUSE**

If any provision of this Agreement is declared unlawful or unenforceable as a result of administrative, legislative or judicial action, the parties agree that the Agreement will be amended to conform with the requirements of such action, provided however, either party shall have the right to challenge the action in question, and amendment of this Agreement will be deferred pending completion of such challenge with no further right of appeal. All other provisions of this Agreement shall remain in full force and effect.

## **SECTION 36 - VOLUNTARY CONTRIBUTIONS: APFA PAC**

### **A. APFA PAC CONTRIBUTIONS**

1. The Company shall provide a means for payroll deductions for any Flight Attendant who completes an APFA PAC Wage Deduction Authorization Card, as provided in Paragraph A.4.
2. The APFA shall bear the administrative costs, if any, incurred by the Company in processing and forwarding contributions to APFA PAC to the Union.
3. APFA PAC contributions shall be deducted from each regular paycheck and shall be remitted to APFA as soon as practical thereafter, but in no event later than thirty (30) calendar days after the date of the deduction.
4. APFA PAC Wage Deduction Authorization Card.
  - a. The Company shall deduct a contribution to APFA PAC from each regular paycheck of each Flight Attendant who voluntarily authorizes such contributions on a form provided for that purpose by the APFA. The APFA Office will be responsible for the recordkeeping and maintenance of the contribution forms.
  - b. All payroll deduction authorizations will be submitted through the APFA Office, which will provide to the Payroll Department of American Airlines, by the first business day of each month an electronic file reflecting the information from the cards being forwarded which will include employee name, employee number, and deduction amount. The Company will provide a file format to the APFA to use for the electronic submission. The APFA Office will also send copies of the contribution forms to the Payroll Department of American Airlines, however the APFA will maintain the original form's image and ensure the electronic document is reflective of the elections on the forms.
  - c. Any revocation of such deduction authorization must be in writing and signed by the Flight Attendant. All payroll deduction revocations will be submitted through the APFA Office, which will provide to the Payroll Department of American Airlines, by the first business day of each month an electronic file reflecting the information from the cards being forwarded which will include employee name, employee number, and date submitted. The Company will provide a file format to the APFA to use for the electronic submission.
  - d. All deductions will be made in accordance with applicable laws.

## **SECTION 37 - GENERAL**

### **A. NO DISCRIMINATION**

In accordance with the established policy of the Company and the APFA, the provisions of this Agreement will apply equally to all employees hereunder, regardless of color, race, religion, creed, sex, age, national origin, disability, or sexual orientation.

### **B. BULLETINS**

Bulletins pertaining to filling of vacancies, notices of the availability of voluntary leaves of absence, and any other pertinent information for exercising seniority will be posted electronically for the Flight Attendant on leaves of absence or vacation. If a Flight Attendant on a leave of absence or vacation is not allowed access to the Company's electronic postings, such information will be mailed to such Flight Attendant, unless they will return to work within the period of the posted bulletin. Notices relating to voluntary retirements will be mailed to Flight Attendants on leaves of absence.

### **C. NEW EQUIPMENT AND NEW INTERNATIONAL ROUTES**

1. Should the Company place new equipment into service during the term of this agreement, negotiations for rates of pay, rules and working conditions applicable only to the new equipment may be initiated by the APFA or the Company irrespective of Duration, Section 40. Such conferences shall begin within thirty (30) days after requests have been made for such conferences unless otherwise mutually agreed upon by the APFA and the Company.
2. If the parties fail to reach a mutual agreement regarding such pay, rules, and working conditions, any unresolved issue(s) will be submitted to a neutral referee for resolution. Such referee shall be selected from a panel of seven (7) referees provided by the National Mediation Board. The referee shall, in consultation with the parties, set a date, time, and place to hear the dispute. Hearings shall be conducted expeditiously and a decision rendered within sixty (60) days from the date a panel is requested, unless mutually agreed otherwise.
3. Should any improvements be agreed upon or resolved by the neutral referee, such improvements shall be made retroactive to the date any Flight Attendant began such new service or new aircraft.

### **D. NEW EQUIPMENT DESIGN**

1. "New Equipment" as provided in Paragraph D, means any equipment placed into service by the Company of an aircraft type or series, which is not in service on the date of signing. For the purposes of this Paragraph, the following equipment types shall not be considered "New Equipment:"

A319, A320, and A321

B737

B777

B787

The Company will notify the APFA National President or their designee prior to a final resolution of the equipment specifications when firm aircraft delivery commitments are put in place that would introduce New Equipment into service. Upon request, the APFA will receive copies of interior design plans for such New Equipment, including revisions of such plans. In accordance with Safety and Security Department, Section 34.E, the APFA's input to such plans will be considered during the design process.

E. A Flight Attendant shall not be responsible for assisting in loading or unloading of aircraft.

**F. CABIN CLEANING DUTIES**

1. Flight Attendants may be required to complete cabin cleaning duties, as defined in Paragraph F, at every station following flight segments, with the exception of the following:
  - a. IPD flight segments; NIPD flight segments;
  - b. Flight segments immediately preceding the scheduled layover of the aircraft;
  - c. Flight segment scheduled to arrive between 0059 to 0501 local time;
  - d. Flight segments scheduled for 1000 statute miles or greater;
  - e. Any charter, CRAF or MAC segments.
2. Such cabin cleaning duties shall be defined as, and limited to, the following: collecting papers and refuse in the cabin of the aircraft; crossing seatbelts; stowing pillows and blankets in the overhead compartments and/or seats; and collecting and stowing magazines as applicable. A Flight Attendant shall be responsible for the tidying of seat pockets and collecting only to the extent of removing items which are visible and accessible without reaching into the pocket. A Flight Attendant will not be required to perform such cabin cleaning duties after the conclusion of their duty day, including the de-brief period. Any unfinished cleaning duties shall be the responsibility of the Company and the oncoming crew shall not be responsible for such cleaning.
3. No Flight Attendant will be required to engage in any individual cabin cleaning duty where doing so violates the scope provision then governing any other non-Flight Attendant who both is employed by the Company and represented by any other union. Flight Attendants, however, will be required to perform all the cabin cleaning duties defined above even in instances where the Company has contracted vendor cleaners on duty.
4. Ground crew personnel will be responsible for loading catering supplies onto the aircraft and for stowing such supplies.
5. Ground crew personnel will be responsible for stocking and replenishing the lavatory while the aircraft is on the ground.
6. Flight Attendants will be provided with sanitary wet naps and plastic gloves of the same quality as provided to Company cleaners for use on the aircraft.

**G. CABIN JUMPSEATS**

1. Cabin jumpseats shall be for the exclusive use of employees on the System Seniority List, Flight Attendants employed by American Airlines wholly owned carriers, Flight Attendant trainees, and Inflight Management as provided in this Paragraph. The boarding priority for unoccupied cabin jumpseats shall be as follows:
  - a. Mainline American Deadheading Flight Attendant who has been requested and voluntarily agrees to occupy the jumpseat;
  - b. Mainline American Flight Attendant traveling on Company business;

- c. Mainline American Flight Attendant traveling for personal reasons, in order of boarding priority code and the time of check-in for the flight;
  - d. An American Airlines wholly-owned carrier Flight Attendant;
  - e. Mainline American Flight Attendant new hire trainee;
  - f. Inflight Management holding Flight Attendant qualification.
- 2. A Flight Attendant may ride the unassigned and/or unoccupied jumpseat(s) installed on any Company aircraft, including charters, provided the charter agreement between American and the charter company does not prohibit non-working crew members on the flight and the charter departs from a American or Envoy terminal, as follows:
  - a. A Flight Attendant must be attired in accordance with the standard dress code required for First or Business Class non-revenue employee travel. However, a Flight Attendant, at their option, may be in uniform. A Flight Attendant should display a Company ID above the waist.
  - b. A Flight Attendant may be required to move to an inconspicuous jumpseat to avoid any service disruption.
- 3. At close out of the flight, non-revenue passengers will be processed for unoccupied passenger seats. After the completion of this process, all unoccupied cabin jumpseat(s) will be awarded by the boarding priority as specified in Paragraph G.1. Once awarded at close out, all cabin jumpseat awards are final and will not be rescinded or reissued even if the flight is subsequently delayed.
- 4. A Flight Attendant will not be required to list for the flight prior to arrival in the gate area in order to obtain a jumpseat. However, a Flight Attendant wanting to be considered as a nonrevenue passenger must be listed for consideration of a passenger seat.
- 5. A Flight Attendant possessing their Company ID will be permitted to obtain the cabin jumpseat.
- 6. A Flight Attendant who is authorized to occupy a jumpseat is expected to introduce themself to other Flight Attendants.
- 7. A Flight Attendant will be awarded the jumpseat up until close of the flight.
- 8. If the Company agrees that Pilots may not be removed/denied boarding for weight restrictions then such provision shall apply to Flight Attendants as well. Any policy for removal/denial for weight restriction reasons shall be non-discriminatory as it relates to pilots and Flight Attendants.
- 9. A Flight Attendant that is removed or denied from occupying a jumpseat due to a weight restriction or an inoperative jumpseat, who consequently misses their sequence, shall have such sequence qualify under the Commuter Policy pursuant to General, Section 37.
- 10. A Flight Attendant deadheading in accordance with Deadhead, Section 16 shall not be required but may be requested to occupy the unawarded and unoccupied Flight Attendant jumpseat(s) in accordance with Paragraph G.1.a.
- 11. After the door of the aircraft has closed and before the aircraft moves, a cabin jumpseat rider awarded a jumpseat may occupy any otherwise unoccupied passenger seat in coach or economy class, excluding crew rest seats. A Flight Attendant may occupy an unoccupied

passenger seat in other classes of service, i.e., first class or business class under the following conditions:

- a. On Domestic or International flights with two classes of services, i.e., first class or business class and coach or economy, one (1) otherwise unoccupied first class or business class seat, as applicable, may be occupied by such Flight Attendant provided they are in uniform or are attired in accordance with the standard dress code for nonrevenue employee travel required for such class of service.
- b. On Domestic or International flights with three classes of service, i.e., first class, business class and coach or economy, one (1) otherwise unoccupied business class seat may be occupied by such Flight Attendant provided they are in uniform or is attired in accordance with the standard dress code for non-revenue employee travel required for such class of service.
- c. Flight Attendant upgrades to First or Business class will be pursuant to Company policy, but in no case less favorable than the policy afforded to Pilots.

12. A Flight Attendant occupying the cabin jumpseat may not consume an alcoholic beverage.
13. A Flight Attendant occupying the cabin jumpseat must comply with all rules pertaining to a passenger, e.g., signs and placards, no flight deck admittance, etc.

#### **H. RECIPROCAL CABIN SEAT AGREEMENTS**

The Company may participate in reciprocal cabin crewmember travel agreements with carriers that are willing to enter into such agreements. The Company will meet with the APFA National President or designee(s), upon request, to review progress and take suggestions regarding the establishment of such agreements. These agreements will be accordance with Company travel procedures.

#### **I. COMMUTER POLICY**

The rules concerning Flight Attendants who live in a city other than their crew base and commute to their assigned crew base will be as follows:

1. The rules set forth in this Agreement apply only to Flight Attendants who designate themselves as commuters with Inflight via the Company Intranet and list an airport served by American Airlines or its wholly owned carriers, or in the case of an offline carrier.
2. The commuting Flight Attendant must make all reasonable efforts to arrive in crew base at least one (1) hour prior to scheduled check-in or the start of the Reserve availability period.
3. A Flight Attendant will qualify under the Commuter Policy if the Flight Attendant's:
  - a. first scheduled commuting flight cancels or is delayed as a result of weather, mechanical, Company convenience; or the equipment is downgraded within twenty-four (24) hours prior to the scheduled departure; or has sufficient seats available (a load factor of less than ninety (90) percent at check-in time (within twenty-four (24) hours prior to departure) and the Flight Attendant is present at the departure gate for standby processing for the flight and the Flight Attendant is not cleared from the standby list because the flight is full; and,
  - b. subsequent scheduled flight for which the Flight Attendant is listed for travel cancels as a result of weather, mechanical, Company convenience; or the equipment is downgraded within twenty-four (24) hours prior to the scheduled departure; or the flight is delayed for at least thirty (30) minutes; or the flight is full. The Flight Attendant shall electronically notify

the Company as soon as possible prior to their scheduled check-in and the Company will provide a confirmation receipt.

4. A Flight Attendant who attempts to commute on the first and/or second flight will satisfy the provisions of the commuter policy provided they meet the requirements above. The Flight Attendant must submit evidence they listed for the flight and were present at the gate including a snapshot of the monitor showing their position on the standby list or a boarding pass to demonstrate that the flight was not full. A Flight Attendant must show a screenshot of seats available for sale within twenty-four (24) hours of departure or documentation showing sufficient availability for the flight.
5. The first three (3) Unable to Commute incidents, within a rolling active twelve (12)-month period, of the nature described in Paragraph I.3, will not be treated as attendance infractions so long as the Flight Attendant provides the required supporting documentation to their supervisor within seven (7) days of the Unable To Commute incident(s).

Qualifies Under Commuter Policy (as detailed in Paragraphs 3 and 4 above)

Airline	First Flight	Second Flight
AA* or wholly owned or Other Airline (OAL)	Cancellation, Equipment Downgrade or Delay, Sufficient Seats Available 24 hours prior to departure	Cancellation, 30+ minute delay, or Full Flight

\*A Flight Attendant that is removed or denied from occupying a jumpseat due to a weight restriction or an inoperative jumpseat, who consequently misses their sequence, shall have such sequence qualify under the Commuter Policy.

6. Crew Scheduling will have the option of assigning the commuter to any one of the following:
  - a. Split the Flight Attendant back on their original sequence;
  - b. Assign the Flight Attendant to any comparable sequence, i.e., same duty days;
  - c. Release the Flight Attendant from their duty and drop their original sequence. The Flight Attendant will be responsible to make up the time lost, if possible.
7. A Reserve who is assigned a future trip and released from Reserve duty pursuant to Reserve Duty, Section 12.J.11, and who is unable to arrive in crew base prior to check-in time shall be eligible for the protections of the Commuter policy provided the Flight Attendant complies with the provisions of Paragraph I.

#### **J. CAMERAS IN CABIN**

Should video monitoring devices be required in the cabin during flight, the Company will meet with the APFA in advance to negotiate the formulation of policies regarding the use of such devices. These negotiations will not be held pursuant to Section 6 of the Railway Labor Act.

#### **K. MECHANICAL FERRY FLIGHTS**

Should a mechanical ferry flight be approved by the Maintenance Control Duty Manager and the Captain for the Flight Attendants to fly, the Flight Attendants will receive pay and credit as if the flight was a revenue flight. An individual Flight Attendant may elect not to take a mechanical ferry

flight and, if so, it will be considered an operational mechanical ferry split and the pay will stop where the Flight Attendant gets off the trip. The Flight Attendant is entitled to positive space travel and meal expense back to base, and hotel accommodations, if applicable. If a Flight Attendant is not authorized to go on the ferry flight, the portion not authorized will be paid. In addition, a crew substitution claim may be applicable.

#### **L. CHANGES IN FLIGHT SERVICE**

The Company shall meet and confer with the APFA National President or their designee prior to the final resolution regarding changes to Inflight procedures which would affect the Flight Attendants, initiation of a new class of service or implementing a seat configuration change. The Company will consider the APFA's recommendations prior to making the changes.

#### **M. FIRST LATE REPORT**

The first late report within a rolling active twelve (12) month period will not count for disciplinary purposes.

#### **N. ACCESS TO POLICIES AND PROCEDURES**

A copy of American Airlines Policies and Procedures will be located on Company intranet. Any changes specific to Flight Attendants will be communicated via the Inflight website.

#### **O. COMPANY PERSONNEL RECORDS**

##### **1. Maintenance of Documents Regarding Job Performance**

Except as provided herein, documents regarding the job performance of a Flight Attendant shall be maintained in a single department file located at the Flight Attendant's base. FAA and Company training data may be alternately maintained in separate files by the Inflight Training Department.

##### **2. Handling of Documents Containing Positive Comments**

Inflight Management will place documents containing positive comments regarding a Flight Attendant's job performance in their department file and provide a copy to the Flight Attendant.

##### **3. Handling of Documents Containing Derogatory Comments**

a. No document containing derogatory comments (including passenger complaints) which might serve, as a basis for disciplinary action will be placed in the Flight Attendant's department file unless a copy is provided to the Flight Attendant within ten (10) calendar days from receipt by Inflight. Inflight will date-stamp documents containing derogatory comments with the date they are received by Inflight.

b. In the event a document identifies a passenger, another Flight Attendant, or contains derogatory comments about an employee other than the Flight Attendant, that information will be redacted before the document is provided to the Flight Attendant. The Flight Attendant shall not contact the complainant. If applicable, the class of service where the incident occurred will be provided. If a grievance is filed which involves the redacted document, the redacted information will be provided to the grievant and APFA during the document exchange pursuant to System Board of Adjustment, Section 31.Q.

c. No documents regarding a passenger complaint shall be placed in the Flight Attendant's file unless:

- i The alleged misconduct or disservice was something over which the Flight Attendant had control; and,
- ii The Flight Attendant is named or adequately described in the document.
- iii The Flight Attendant may provide a written response to any document or notation containing derogatory comments. These responses will be placed in the department file by Inflight Management. If the Company determines that the Flight Attendant's challenge to the document is justified, the document or notation will be removed and destroyed. In no event will an anonymous document be placed in the department file.

#### 4. Removal of Discipline or Derogatory Letters

- a. Upon a Flight Attendant's request, any derogatory letters that did not result in discipline shall be removed from a Flight Attendant's file after twelve (12) active months from the date the derogatory letter was placed in their file.
- b. Disciplinary letters will remain in a Flight Attendant's file up to one (1) active year from the date of issuance. Any expired disciplinary letter will be removed upon request. However, a disciplinary letter will not be removed if the Flight Attendant has been issued a disciplinary letter for the same or similar conduct before the expiration of the disciplinary letter. Once a document has been removed or the applicable time period above has elapsed without a recurrence of the same or similar conduct, the document may not serve as a basis for any employment action, including any disciplinary action, taken with respect to the Flight Attendant.

#### 5. Access to Department File

A Flight Attendant may make an appointment with Inflight Management to review the Flight Attendant's file, in management's presence, during regular office hours. An APFA representative may also make an appointment, with a Flight Attendant's written authorization or verbal authorization to the Company, to review that Flight Attendant's department file, including electronic records used to track job performance or attendance. Documents in the Flight Attendant's department file, including electronic records used to track job performance or attendance, may be duplicated upon request.

### P. IN-FLIGHT REST

When time permits during a flight, provided all scheduled in-flight services are completed, passenger needs are met and all zones monitored, a Flight Attendant will be permitted to take inflight rest in accordance with the following provisions:

#### 1. Guidelines for Use of Passenger Seat(s) During In-Flight Rest.

Although in-flight rest periods will vary depending on the schedule flying time, a Flight Attendant will be permitted to take in-flight rest in a Flight Attendant or flight deck jumpseat, or if available, a passenger seat, aisle side, in the last row of Coach class provided that there are no passengers seated in the row.

- a. The Company and the APFA agree to the following parameters on the use of a passenger seat(s) for in-flight rest when in-flight rest is available and appropriate. While taking in-flight rest in a passenger seat, a Flight Attendant should reflect a professional and appropriate image to the passengers. This includes, for example:

- i. Occupying only one seat;
- ii. Remaining awake;
- iii. Refraining from enclosing seat(s) with blankets or similar items; and,
- iv. Using discretion while engaging in personal activities in order to remain accessible to the passengers and available to perform Flight Attendant duties

- b. Flight Attendant rest will be coordinated by the Purser or the Lead Flight Attendant to ensure all cabins remain monitored.
- c. If a Passenger is either assigned or requests to move to a designated crew rest seat, prior to takeoff, the passenger's request will be accommodated. If after takeoff, on flights of five (5) hours or more, a passenger who requests to move to a designated crew rest seat will be accommodated at the discretion of the Purser or Lead Flight Attendant.
- d. It is understood that agents may not be requested to provide crew rest seats when these seats are otherwise available or needed for passengers.

2. Flights of Less Than Seven (7) Hours Scheduled Flying Time

- a. Crew Rest Time

The in-flight rest period shall not exceed fifteen (15) minutes and one Flight Attendant at a time will be permitted to take in-flight rest.
- b. Facilities

A Flight Attendant will be permitted to take rest in a Flight Attendant or flight deck jumpseat or passenger seat, if available.
- c. Activities

Flight Attendants may eat, drink or read during the designated in-flight rest period.

## **SECTION 38 – CREW REST**

When time permits during a flight, provided all scheduled in-flight services are completed, passenger needs are met and all zones monitored, a Flight Attendant will be permitted to take crew rest in accordance with the following provisions.

### **A. GUIDELINES FOR USE OF PASSENGER SEAT(S) DURING CREW REST**

Although crew rest periods will vary depending on the scheduled flying time, a Flight Attendant will be permitted to take crew rest in designated areas as defined in Paragraph B.

1. The following parameters shall apply to the use of a passenger seat(s) for crew rest when there is not an assigned passenger seat or Flight Attendant crew bunk. (See Paragraph B for exceptions):
  - a. Occupying only one seat;
  - b. Remaining awake;
  - c. Refraining from enclosing seat(s) with blankets or similar items;
  - d. Using discretion while engaging in personal activities in order to remain accessible to the passengers and available to perform Flight Attendant duties;
  - e. Reflecting a professional and appropriate image to the passengers; and,
  - f. Eating, drinking or reading during the designated crew rest period. (See Paragraph B for exceptions)
2. The Purser/Lead Flight Attendant will be responsible for the coordination and scheduling of specific crew rest periods for each working Flight Attendant. The Purser/Lead Flight Attendant will schedule crew rest periods taking into consideration the services scheduled.
3. On flights of less than seven (7) hours if a passenger is either assigned or requests to move to a crew rest seat, prior to takeoff, the passenger's request will be accommodated. After takeoff, if a passenger requests to move to a crew rest seat, the passenger will be accommodated at the discretion of the Purser/Lead Flight Attendant.
4. It is understood that agents may not be requested to provide crew rest seats when these seats are otherwise available or needed for passengers.

## B. CREW REST GUIDELINES

Flight Segment (Block)	# of F/As who can take crew rest at a time	Break Duration	Sleeping Permitted	Permitted to watch video/listen to music	Location of Rest	Blocked or Assigned Seats
≤ 6:59	1	:15	No	No	Cabin Jumpseat Flightdeck Jumpseat Customer seat (last row of M/C, aisle if avbl)	No
Domestic or International turn-around flights  • w/ one or more legs departing after 2100; and  • with a minimum 12 hour duty day; and  • overnight flight <7 hours	1 on Narrowbody  Up to 2 on widebody  Purser/Lead discretion	:30	Yes	No, except in pax seat or crew bunk	Cabin Jumpseat Flightdeck Jumpseat Customer seat (last row M/C, aisle if avbl)  Crew F/A bunks or crew rest seat (if avbl)	No
7:00 – 11:59 <sup>1</sup>	Up to 4  Purser/Lead Discretion	45 minutes	Yes	Yes	Designated crew rest seats or FA bunks	Assigned seats if no bunks
12:00 – 14:29	Up to 4  Purser/Lead Discretion	2 hours <sup>2</sup>	Yes	Yes	Designated crew rest seats or FA bunks	Assigned seats if no bunks
14:30 +	Up to 4  Purser/Lead discretion	3 hours <sup>2&amp;3</sup>	Yes	Yes	Designated crew rest seats or FA bunks	Assigned seats if no bunks

<sup>1</sup> On an IPD/NIPD trip sequence, if either the inbound or the outbound IPD/NIPD segment of such sequences is greater than seven (7) hours' scheduled flying time, the above crew rest will apply on both segments.

<sup>2</sup> On a long-range trip sequence, if either the inbound or the outbound segment of such long-range sequence is less than twelve (12) hours scheduled flying time, crew rest on the segment that is less than twelve (12) hours may be reduced to one (1) hour and thirty (30) minutes.

<sup>3</sup> The Purser may extend the crew rest according to the available time and service requirements of the flight.

#### C. CREW REST SEATS / CREW REST FACILITY

On long or extended long range flying as defined in International Flying, Section 14, the following minimum standards must be met:

1. On 777 and 787 aircraft, four (4) crew bunks;
2. On other aircraft, four (4) curtained reclining/sleeper seats

#### D. TYPE OF CREW REST FACILITY

Aircraft Type	Facility	Features
777	FA Bunks	As described in Paragraph E
787	FA Bunks	As described in Paragraph F
A321XLR	Row 33, seats A-B-C and Row 34, seats D-E-F	As described in Paragraph G
737/A319/A320/A321	Seats D-E-F in last row of Main Cabin, unless the last row does not meet standards outlined in Paragraph H, then second to last row of Main Cabin	As described in Paragraph H

#### E. INTERNATIONAL 777 CREW BUNKS

The 777 aircraft will be equipped with the following features:

1. At least four (4) bunks exclusively for Flight Attendant use contained wholly within a single bunk module unit;
2. Interior bunk height (maximum head room in the bunk) of no less than thirty-four inches (34");
3. Interior bunk length of no less than seventy-six inches (76");
4. Interior bunk width of no less than twenty-seven inches (27");
5. Individual reading lights in each bunk;
6. Individual audio capability in each bunk;
7. Individual temperature control in each module;
8. Individual air vents in each bunk;
9. Vanity mirror in each module;
10. Closet for storage of clothing in each module.

#### F. INTERNATIONAL 787 CREW BUNKS

The 787 aircraft will be equipped with the following features:

1. At least four (4) bunks exclusively for Flight Attendant use contained wholly within a single bunk module unit;
2. Interior bunk heights will vary depending on bunk location within the bunk module. Middle bunk height is thirty-two (32) to thirty-six (36) inches;
3. Interior bunk length of no less than seventy-nine (79) inches;
4. Interior bunk width of no less than twenty-seven and one-half (27.5) inches;
5. Area and task lighting;
6. Individual service outlets;
7. PC power outlets in each bunk;
8. Personal air outlets in each bunk;
9. Compartment humidification;
10. Stowage pouch for personal belongings in each bunk.

#### **G. INTERNATIONAL A321XLR CREW REST SEATS**

The A321XLR aircraft will be equipped with the following features:

1. For Flight Attendant rest only;
2. Placarded or head rest cover; and
3. Curtained; and
4. Row 33 ABC and Row 34 DEF with couch function and sleeper pad.

#### **H. INTERNATIONAL 737 and A319/320/321 CREW REST SEATS\***

On 737 and A319/320/321 aircraft used in operations requiring assigned crew rest seats, the crew rest will be provided in the last row of the respective aircraft, in seats D-E-F consistent with the following features. If the last row does not meet the standards outlined Paragraph 3. below, then the second to last row of main cabin will be provided.

1. For Flight Attendant rest only;
2. Placarded or head rest cover; and
3. Reclining seats of the types provided to passengers in that class of service with individual reading lights and air vents.

#### **I. CREW REST SEATS/BUNKS – PROCEDURES FOR SIGNIFICANT MALFUNCTIONS**

In the event one (1) or more Bunks/Crew Rest Seats become unavailable for use due to a significant malfunction, the Company will provide substitute Crew Rest Seats as follows:

1. For flights seven (7) hours or more scheduled flying time, but not exceeding ten (10) hours scheduled flying time, one (1) Premium Economy (PE) seat will be provided on a one-for-one

basis for each crew rest seat/bunk which is unusable, up to a maximum of four (4), if available. If a PE seat is unavailable, a Main Cabin Extra (MCE) passenger seat will be provided on a one-for-one basis for each crew rest seat/bunk which is unusable, if available. If a MCE passenger seat is unavailable, one (1) Main Cabin passenger seat will be provided on a one-for-one basis for each crew rest seat/bunk which is unusable.

2. For flights over ten (10) hours scheduled flying time on 777/787 aircraft configured with crew rest seat/bunks, one (1) regular Business Class passenger seat will be provided on a one-for-one basis up to a maximum of five (5) for each bunk which is unusable, if a Business Class passenger seat is available. Should a Business Class passenger seat be unavailable, a Premium Economy (PE) seat, up to a maximum of five (5), will be provided on a one-for-one basis for each crew rest seat/bunk which is unusable, if available. If a Premium Economy (PE) seat is unavailable, a Main Cabin Extra (MCE) passenger seat will be provided on a one-for-one basis for each crew rest seat/bunk which is unusable, if available. If an MCE passenger seat is unavailable, a Main Cabin passenger seat will be provided on a one-for-one basis for each crew rest seat/bunk which is unusable.

3. Further, when the provisions above apply, and when a known significant malfunction exists on an aircraft, blocking of the appropriate passenger seats shall be accomplished twenty-four (24) hours in advance of scheduled departure time.

4. For aircraft with Premium Economy (PE) seating and/or Main Cabin Extra (MCE) seating, aisle seats in these sections will be made available. Should aisle seats be unavailable, the last row of the Main Cabin will be made available.

5. For the purposes of this provision, "significant malfunction" will mean a lack of functionality. Examples of significant malfunctions will include:

- the crew rest seat has no recline or the seat cushion is missing; or
- there is no oxygen access to a bunk/seat.
- infestation with insects or other pests.

6. Examples which do not constitute a significant malfunction include:

- a lack of a reading light or missing curtain; or
- an inoperative footrest.

#### **J. CREW REST ACCOMMODATIONS**

- The Company and the APFA President or their designee will meet to discuss the design of crew rest accommodation for existing and future aircraft falling within International crew rest parameters.
- The Company will provide comparable accommodations for any future aircraft brought into the fleet. The rest provisions in the prior collective bargaining agreement for the 757 and the 767 will continue to be considered in determining comparable accommodations.

## **SECTION 39 - AMENDMENTS TO THE AGREEMENT**

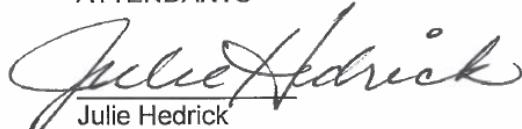
Either party hereto may, at any time, propose in writing to the other party an amendment or amendments which they may desire to make to this Agreement, or supplemental agreements thereto, and if such amendment or amendments are agreed to by both the said parties, such amendment or amendments shall be stated in writing. Each party to this Agreement agrees to keep the other informed, by written notice, of the individual(s) authorized to amend and/or enter into understandings in matters concerning this Agreement.

## SECTION 40 - DURATION

A. The Agreement shall become effective on September 12, 2024, and shall become amendable as of September 11, 2029. In accordance with Section 6 of the Railway Labor Act, as amended, either party may, with notice served to the other party at least one hundred and twenty (120) days prior to the amendable date, commence negotiations ninety (90) days prior to the amendable date. Once negotiations have commenced, the terms of this Agreement will remain in effect until such time as a new agreement becomes effective.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this September 12, 2024.

FOR THE ASSOCIATION OF  
PROFESSIONAL FLIGHT  
ATTENDANTS



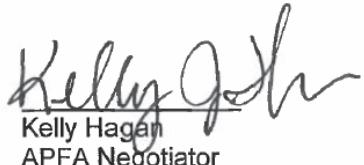
Julie Hedrick

APFA National President



Reese Cole

APFA Negotiator



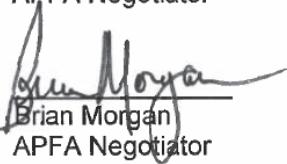
Kelly Hagan

APFA Negotiator



Timothy Legeros

APFA Negotiator



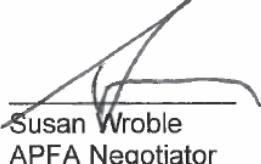
Brian Morgan

APFA Negotiator



Wendy Oswald

APFA Negotiator



Susan Wroble

APFA Negotiator

FOR AMERICAN AIRLINES, INC.



David Seymour

Executive Vice President  
Chief Operating Officer



Lucretia Guia

Senior Vice President Labor Relations  
and Deputy General Counsel



Cindi Simone

Managing Director, Labor Relations



Vince Heyer

Senior Manager, Labor Relations



Kris Venable

Kris Venable  
Manager, Labor Relations



Melanie Rennels

Crew & Contract Administration, Inflight

LETTER OF AGREEMENT  
Between  
AMERICAN AIRLINES, INC.  
And the  
FLIGHT ATTENDANTS  
In the service of  
AMERICAN AIRLINES, INC.,  
As represented by the  
ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS (APFA)

Implementation Timeline Letter of Agreement

This Letter of Agreement (“Letter” or “LOA”) is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between American Airlines, Inc. (“American” or the “Company”) and the Flight Attendants in the service of American Airlines, Inc., as represented by the Association of Professional Flight Attendants (the “APFA” or “Union”), together referred to as the “Parties.”

The Parties have reached a Tentative Agreement on items in the collective bargaining agreement (“CBA”) pursuant to Section 6 of the Railway Labor Act. If ratified, the Tentative Agreement will become the 2024 CBA. The Parties desire to specify when certain provisions of the 2024 CBA will be implemented and to identify a timeline and process for the implementation of the 2024 CBA.

The Parties recognize the 2024 CBA includes numerous significant changes which require programming modifications to American’s current systems, particularly in the areas of scheduling, work rules, and compensation. The Parties mutually desire the timely implementation of the 2024 CBA with targeted completion dates as set forth herein and agree to work collaboratively and in good faith to achieve that result.

The Parties thus agree as follows:

**A. Targeted Timelines**

The Parties have established target dates for implementation of the provisions of the agreement as listed below. All provisions of the 2024 Agreement shall be implemented the 1<sup>st</sup> day of the bid month following Date of Ratification (hereinafter “DOS”) except as provided in Appendix A to this side letter, as otherwise set forth herein, or as otherwise mutually agreed upon between the Parties.

**B. Contract Implementation Committee**

To help ensure a timely and successful complete implementation, the Parties will create a Contract Implementation Committee (CIC) upon ratification of the 2024 CBA. The CIC will work closely together to assist in the prioritization of implementation items, consistent with this Letter of Agreement, and ensure

programming is completed in an expeditious manner in accordance with the Parties' implementation target dates. The CIC shall consist of three (3) Company members and three (3) Union members. At least one member of each team shall have participated in the negotiations for the 2024 CBA. The Union members of the CIC will be considered full-time CIC related work for eighteen (18) months beginning DOS of the 2024 CBA and shall be available for CIC related work and/or to meet with the Company during normal business hours. The Company will pay flight loss pay for the duration of the eighteen (18) months. The CIC will meet within fifteen (15) days of DOS and thereafter will determine its meeting schedule and meet as necessary during implementation.

The Company will commit resources to the extent necessary to ensure the 2024 CBA is timely implemented and the Union commits to providing support through the CIC.

#### C. Implementation Status Review

At six (6) and twelve (12) months after DOS, the Parties will convene an implementation status review meeting to review and discuss the implementation process relative to the targeted implementation dates. The implementation status review meetings will include a cross functional team of Labor, Operations, and IT from the Company and APFA participants familiar and involved with the implementation process. The Chief Operating Officer shall attend as part of the Company team and the APFA National President shall attend as part of the APFA team. These meetings do not replace and are not a substitute for regular and consistent CIC meetings.

If implementation is objectively behind the targeted implementation schedule at the implementation status review meetings, the Parties will discuss any additional resources or other measures that may be necessary to accelerate implementation.

Nothing in this paragraph shall limit or prevent either Party from filing a grievance pursuant to the CBA related to the interpretation or application of this Letter of Agreement.

#### D. Scheduling and Reserve Provisions

The targeted timelines for implementation of Scheduling, Reserve and related sections will be as established in Appendix A. Items which require programming will include specified Target Implementation Dates.

The Parties have agreed to certain provisions identified below which require programming of TTS, UBL and other systems. These provisions, either separately or when combined, involve significant complexity. The CIC, within ninety (90) days of DOS, will evaluate programming requirements and establish realistic target timelines for such provisions. The features of these provisions, among other complexities, may

increase the run time of TTS beyond the times specified in the CBA. In that event, or in the event other implementation challenges arise, the Parties shall meet to resolve the issues by making necessary changes to run times and/or other necessary modifications to allow for implementation of these provisions and may need to adjust the target timeline(s) established by the CIC. In the event implementation is infeasible, the Parties shall meet to discuss solutions. The provisions identified as requiring significant complexity are:

- A provision allowing a Flight Attendant to add multiple sequences (2) in a transaction conditional on dropping a sequence in TTS.
- An exception to the TTS daily limit for transactions which improves a more negative day.
- TTS/UBL will provide an electronic means for Reserves to conduct TTS/UBL transactions on days off
- Out of Base UBL for Lineholders and Reserves
- Less than Minimum Call-Out UBL for Lineholders
- UBL Trip Improvement (originating same day)

E. General

Until the implementation of the provisions identified above, the applicable provisions of the prior collective bargaining agreement will remain in effect. Those provisions shall only remain in effect until the implementation of the respective provisions, at which point the contract provisions in the 2024 CBA will apply.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement.

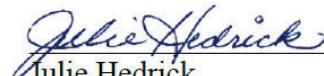
FOR AMERICAN AIRLINES



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Cindi Simone  
Managing Director, Labor Relations

FOR THE ASSOCIATION OF  
PROFESSIONAL FLIGHT ATTENDANTS  
(APFA)



08/06/2024  
Julie Hedrick  
APFA National President

## Attachment A: Implementation Timeline Letter of Agreement

Non-exclusive list of items in effect upon Date of Signing (DOS) DOS is 1 <sup>st</sup> day of the bid month following Date of Ratification		
Contract Reference	Description	Effective Date
3.A.	Pay Rates	Date of Signing
3.C.	A321/737 Lead Premium and Galley Pay increase for International	Date of Signing
3.K.	If either the departure time or the arrival of the flight (based on local station time) touches or was scheduled to touch the actual holiday, Holiday/Incentive Day pay would apply for the entire flight segment flown	Date of Signing
3.P.	Pay Discrepancies	Date of Signing
3.R.	Profit Sharing (Pro-rated as of Date of Signing)	Date of Signing
4.A.1.	Per Diem	Date of Signing
6.A.2.b.	10-day notification changing to 15-days for site visits	Date of Signing
6.A.4.	Improved travel for Hotel Committee to assist with union participation for site visits	Date of Signing
6.B.3.d. & e.	Added amenities to preference list for selecting hotels	Date of Signing
6.B.5.	Compensation for hotel delays	Date of Signing
6.B.6.	Improved process for APFA to address assignments or transportation issues	Date of Signing
7.A.	Uniform List - Updated with new items	Date of Signing
7.H.	Maternity Uniforms - Provide vs loan	Date of Signing
8.F.2.	Eliminate 80% LH/20% RSV for vacation buyback	Date of Signing
10.C.2.j.	Add projected standby shifts including start time, length, location to the bid packet	Date of Signing
10.C.7.	If cancelled sequence within the bidding period in PBS is awarded to FA, it will be treated as a PBS misaward	Date of Signing
10.D.11. d.	Company must offer VC buyback on flex months	Date of Signing
10.J.1. b.	Pay Protection for Lineholder who loses 3 or more full sequences not already pay protected	Date of Signing
10.T.	Crew Scheduling Error/Misawards	Date of Signing
10.U.1.a & c.	Satellite Bases - open/close a satellite base	Date of Signing
10.V.1.	FA misuse of scheduling systems language	Date of Signing
11.D.2. b.	If aircraft returns to gate after takeoff for "any" reason and does no other flying, FA will receive pay and credit for a completed trip	Date of Signing
12.A.4.	RSV will not receive RSV rotation credit if on Voluntary Leave of Absence (VLOA)	Date of Signing
12.D.1.	Moving GD/FD (if not mutually agreed to move, will be moved to end of current block of days off)	Date of Signing

Non-exclusive list of items in effect upon Date of Signing (DOS) DOS is 1 <sup>st</sup> day of the bid month following Date of Ratification		
Contract Reference	Description	Effective Date
12.F.4 & 9. a.	Ability to extend standby shifts to 6 or 8 hours	Date of Signing
12.G.1.	RAP D 1400-0200 and once all departures are airborne and there are no known diversions or returning flights, RAP will be modified to end at that time.	Date of Signing
12.J.1.	Redistribution of known open time by noon HBT	Date of Signing
12.K.3.c.	Aggressive RSV awarded prior to Standby for LMCO	Date of Signing
12.M.	RSV Sequence Cancellation/Removal procedures	Date of Signing
12.N.	Company may elect not to flex RSV max on a flex month	Date of Signing
12.O.	Priority of Trip Assignment (POTA)	Date of Signing
14.L.2.c	Annual Purser training class change from a minimum of 80 to a minimum of 100 FAs	Date of Signing
14.L.5.b.iii.(a).	Non-qualified Purser required to work Purser position will receive Purser Pay	Date of Signing
15.H. & I.	Language Assessment/Proficiency/Education	Date of Signing
15.L.	Resignation Proffer (reduced from 10 years to 7 years)	Date of Ratification
16.G.12.	Request to DH to different co-terminal from ROTA assignment must be made by <u>2230</u> HBT or time of award if ROTD assignment	Date of Signing
16.G.15.	No trading 48 hour prior to report for new seasonal start up DH offline (add to bid sheet and need to communicate to FAs)	Date of Signing
16.G.17.	FA option to split on if originating alternate DH is delayed or cancelled	Date of Signing
19.B.	CRAF Improved Compensation	Date of Signing
19.C, E, F, G, & J.	CRAF Streamlined Procedures	Date of Signing
22.A & D.	Vacancy Transfer Procedures & Awards (new information to be included on posting and no longer have to be active on date of award <u>and</u> effective transfer date)	Date of Signing
22.H.	Displacement Notification (FA to be sent electronic notification along with priority of return preference form)	Date of Signing
22.L.	Mutual Transfer Procedures (probationary FA can be awarded one vacancy transfer <u>or</u> one mutual transfer while on probation)	Date of Signing
23.B.1. a.	Voluntary Furlough (Occupational and Longevity Seniority continue to accrue)	Date of Signing
23.B.1. c.	Leave in Lieu of Furlough unpaid (Occupational and Longevity Seniority continue to accrue)	Date of Signing
23.C.13.	Expanded look back window when active less than 12 consecutive months when determining furlough pay	Date of Signing
23.D.	Leave in Lieu of Crew Base Displacement	Date of Signing

Non-exclusive list of items in effect upon Date of Signing (DOS) DOS is 1 <sup>st</sup> day of the bid month following Date of Ratification		
Contract Reference	Description	Effective Date
25.N.	Unpaid LOA Chart (IOD Medical Leave)	Date of Signing
25.K.5. a.	Other Employment While on Leave	Date of Signing
25.L.1. b.	Individuals eligible for BR	Date of Signing
25.L.1. e.	May use VC for additional BR days	Date of Signing
27.J.	Class/VC Seniority Accrual on Unpaid IOD/Medical Leave of Absence	Date of Signing
29.E.	Training Pay	Date of Signing
29.F.4.	Hotel for Training for DFW commuters >50 miles away	Date of Signing
33.B.7.	Drug & Alcohol Procedures on FA Tablet	Date of Signing
37.G.9.	Inop Jumpseat qualifier for Commuting	Date of Signing
37.I.	Commuter Policy	Date of Signing
37.O.4.b.	Removal of letters after 1-year active	Date of Signing
38	Crew Rest Procedures	Date of Signing
38.I.	Significant Malfunction to Crew Bunk Procedures	Date of Signing

Contract Reference	Description	Targeted Implementation Date
Letter of Agreement	Ratification Bonus	Ratification + 60 days
3.D.	Boarding Pay - 50% pay of scheduled boarding time based on actual equipment	Date of Signing + 6 months
6.B.9.	Hotel Gainsharing Discussion	Parties to discuss within 90 days of ratification
7.Q.	Uniform payroll deductions	Date of Signing + 2 months
8.E	Max increased from 6 to 7 Filler Days	2025-26 VC fiscal year (May 2, 2025)
8.B.1	Value of VC Day: ≥ 7 days = 4 hrs. pay & credit < 7 days = 3.5 hrs. pay & credit and .5 hrs. no credit	2025-26 VC fiscal year (May 2, 2025)
10.D.2.	APFA National Contract and Scheduling Chairs view-only access to reports upon request in TTS/UBL/ETB/ROTA/ROTD	Date of Signing + 24 months
10.D.13.d.	1) Speaker required pairings by language and 2) prefer position order per aircraft 3) generic double up 4) bidding the greatest numbers of off days	Date of Signing + 24 months
10.D.17.	FA returning from LOA bidding requirements	Date of Signing + 4 months
10.F.2.c.	UBL run report (add time trip opened, trips not awarded, and transferred sequences)	Date of Signing + 12 months

Contract Reference	Description	Targeted Implementation Date
10.G.2. j.	ETB pickup outside of protected sequence footprint	Date of Signing + 12 months
10.G.4. e.	RSV ETB HBR rest changed from 1800 to 1600	Date of Signing + 12 months
10.H.7. & 8.	FA may bid specific Red Flag sequence in TTS	Date of Signing + 6 months
10.L.6.	Reserve Last Trip of the Month pay protection	Date of Signing + 12 months, except full sequence cancellations under the 10.L.1 will be paid effective Date of Signing
10.W.	All Electronic Communication System (ECS) Implementation  <i>NOTE: Phase 1 &amp; Phase 2 items will be based on programming requirements. The CIC will work closely together to assist in prioritization of the ECS items.</i>	Phase 1: Date of Signing + 12 months  Phase 2: Date of Signing + 24 months
11.D.6.	1:2 Sit RIG	Date of Signing + 6 months
11.G.	Standby RSV Duty Limitations now based on Dom Duty Chart 11. F.	Date of Signing + 6 months
11.M.	Domestic On-Board Requirements	Date of Signing +6 months
11.O.	Voluntary Waiver/Pay	Date of Signing + 12 months
12.A.3.b..	Reserve Rotation (applicable only to new FAs hired after implementation)	Implemented within the duration of contract
12.C.2.c.	RSV trading days off with company using ballot	Date of Signing + 12 months
12.F.9.b.	Standby pay and credit based on departure time at time of assignment of the standby sequence	Date of Signing + 12 months
12.G.2.	A Reserve with a Flex Day following their RAP may only be assigned a sequence with a sign-in on or before 2359 HBT on the last day of Reserve	Date of Signing + 12 months
12.I.1. c.	Specifics for standby bidding; attributes of bidding in ROTA (each standby shift will be given a specific identifier (similar to sequence numbers) with set start, end times, required days of RSV availability, crew base, and terminal)	Date of Signing + 12 months
12.K.1. c.	Trips opening 0001-0500 and depart after 1100 can be held out of UBL until 0700	Date of Signing + 6 months
12.K.1. g.	Processing of RAPs	Date of Signing + 12 months
12.K.4.	Above 40 hours on aggressive RSV do not count toward COT	Date of Signing + 18 months
12.L.	ASG code will apply to <u>awarded/assigned</u> sequences in ROTA/D	Date of Signing + 6 months
12.P.	Sequence verification and RSV assignment acknowledge	Date of Signing + 12 months
12.Q.	Assignment/Report Info (# of RSVs by RAP, # speakers by RAP, RSV on standby details) (any reference to section paragraphs will need to be looked at)	Date of Signing + 12 months
14.D.1.,3.	Voluntary waiver/pay	Date of Signing + 12 months

Contract Reference	Description	Targeted Implementation Date
14.F.	International On-Board Requirements	Date of Signing +6 months
15.A	Speaker Position on Aircraft Requirement Changes	Date of Signing + 24 months
16.H.3.4.	Alternative DH Options (including the waiver of legalities)	Date of Signing + 6 months
16.L.	If Deadheading FA is rescheduled to work, FA will be provided pay protections	Date of Signing + 6 months
26.F.3.	401k Increases	January 1, 2025
26.G.	Retirement SK bank/RHRA	Date of Signing (FAs who retire on or after Feb 1, 2025. must provide the required 4 months' notice)
30	Grievance Procedure Process Changes	January 1, 2025
31	System Board Process Changes	January 1, 2025

**NOTE:**

*The descriptions in the charts above may include additional contract references that are not specifically noted.*

***Pay-related provisions will apply to sequences originating in the contract month of the effective date of the change.***

LETTER OF AGREEMENT  
between  
AMERICAN AIRLINES, INC.  
and the  
Flight Attendants  
in the service of  
AMERICAN AIRLINES, INC.,  
as represented by  
Association of Professional Flight Attendants

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PILOT SUPPLY PROGRAM LEAVE OF ABSENCE

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THIS LETTER OF AGREEMENT ("LOA") is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between AMERICAN AIRLINES, INC. ("American" or the "Company") and the Flight Attendants in the service of AMERICAN AIRLINES, INC., as represented by the Association of Professional Flight Attendants ("Association" or the "APFA"), with both the Company and Association referred to as "the parties."

WHEREAS, American recognizes a need to ensure a strong supply of qualified pilots and has implemented several pilot supply program initiatives, including the Cadet Academy and the Career Advancement Program, ("Pilot Supply Programs") to assist individuals outside the Company obtain the necessary training and experience to qualify for pilot positions at the Company;

WHEREAS, American seeks to provide the same opportunities for Flight Attendants to participate in the Company's Pilot Supply Programs, however, Flight Attendants will need time away from work to participate and current leaves of absences offered by the Company may disincentivize Flight Attendants from such participation; and,

WHEREAS, the parties acknowledge that providing certain employment benefits as part of a leave of absence specific to Flight Attendants participating in one or more of the Company's Pilot Supply Programs would allow adequate time away from work, and would avoid penalizing Flight Attendants for taking such leave, to participate in the Pilot Supply Programs;

NOW THEREFORE, the parties agree as follows:

When Flight Attendants are granted a leave of absence for the purpose of participating in one or more of the Company's Pilot Supply Programs, the parties agree that the benefits specified below shall apply while on such leaves.

- A. Seniority.** A Flight Attendant shall retain and continue to accrue seniority for pay step and vacation increases and bidding purposes while on leave.
- B. Benefits.** Basic coverage of Medical, Dental, and Basic Life Insurance will continue for the duration of the leave. In accordance with Company policy, a portion of the costs shall be paid by a Flight Attendant on leave. Any optional coverage benefits shall continue for the duration of the leave so long as the Flight Attendant electing such coverage continues to make the required payments.
- C. Non-Revenue Travel Benefits.** Pass travel benefits provided pursuant to Company policy will continue as if the employee is an active employee for the duration of the leave.

The parties agree that the provisions of the December 13, 2014 Collective Bargaining Agreement between American Airlines, Inc. and Association of Professional Flight Attendants shall apply in all respects, except as specifically modified or excepted by this letter.

IN WITNESS WHEREOF, the parties have signed this 01<sup>st</sup> day of Nov., 2018.

FOR THE  
NAME OF UNION

Lori L. Bassani  
Lori L. Bassani  
National President  
APFA

FOR  
THE COMPANY



Cindi Simone  
Cindi Simone  
Managing Director  
Labor Relations

September 22, 2020

Julie Hedrick, National President  
Association of Professional Flight Attendants  
1004 West Euless Boulevard  
Euless, TX 76040-5018

RE: Modified A321T Premium Pay for 3-Class Transcon Flights

Dear Julie:

This letter will confirm our agreement regarding premium pay on the A321T aircraft when flying routes with a 3-class transcon level of service. As a result of changes to the Purser duties on the A321T aircraft effective October 1, 2020, the Parties agree to alter the premium pay rates in Section 3.C. of the 2014 AA/APFA Joint Collective Bargaining Agreement as follows:

1. Since there will only be one flight attendant in the first class cabin on the A321T aircraft with a 3-class Transcon level of service and a reduction in the total number of Galley positions on the aircraft, effective October 1, 2020, the \$1.00 Galley premium will be added to the Purser/Lead premium as outlined in the chart below:

**3-CLASS TRANSCON PURSER, LEAD AND GALLEY POSITION PREMIUM PAY**

<b>Current</b>	Aircraft Type	DOMESTIC			
		Lead	Purser	Aft	Galley
Premium Pay	A321T	\$3.75	\$4.75		\$1.00

<b>Effective 10/1/2020</b>	Aircraft Type	DOMESTIC			
		Lead	Purser	Aft	Galley
Premium Pay	A321T	\$4.75	\$5.75		

*NOTE: Rates shown are per hour. All Purser positions require a Purser qualification.*

2. If A321T staffing is increased or galley duties are reassigned in the future, the rates in the "Current" chart above would apply.

This agreement is non-precedent setting and non-referable and shall not be considered evidence of a practice relative to the interpretation or application of the JCBA or Company polity. Also, it is understood that the provisions of the 2014 AA/APFA Joint Collective Bargaining Agreement, except as specifically modified or excepted by this letter, shall apply in all respects.

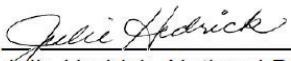
Sincerely,



---

Cindi Simone  
Managing Director  
Labor Relations

Agreed to by:

 Date 09/24/2020  
Julie Hedrick, National President  
Association of Professional Flight Attendants

cc: Jill Surdek  
JC Gulbranson  
Sam Mendenhall  
Larry Salas  
Vince Heyer

December 16, 2004

Mr. Brett Durkin  
Vice President  
Association of Professional Flight Attendants  
1004 W. Euless Blvd  
Euless, TX 76040

RE: FMLA Notice of Disputes

Dear Brett,

This letter serves to summarize our discussions regarding the procedure for resolving disputes between the Company and flight attendants who have filed Notices of Dispute (NOD) on the denial of their Family Leave Request.

In circumstances where the subject of the Notice of Dispute is the denial of Family Leave on the basis of medical or administrative criteria, the parties have agreed to waive the procedural provisions of Article 28.A and proceed to submit the NOD as a grievance directly to the System Board of Adjustment. In these instances, a Dispute Resolution Conference will not be required.

This letter is in no way intended to change the intent of Article 28, nor is it intended to alleviate either parties responsibilities in the administration of disputes as outlined in the Collective Bargaining Agreement related to all other matters.

Sincerely,

Michael J. Waldron  
Senior Principal  
Employee Relations

Agreed to by:

---

Brett Durkin      Date  
Vice President  
APFA

December 13, 2014

Laura R. Glading, President  
Association of Professional Flight Attendants  
1004 W. Euless Blvd.  
Euless, TX 76040-5018

**Re: Impact of Joint Collective Bargaining Agreement on Appendix S of the 2001/2003 Collective Bargaining Agreement**

Dear Laura:

This letter confirms our understanding regarding the impact of the Joint Collective Bargaining Agreement (JCBA) between American Airlines and the APFA on Appendix S – Foreign National Agreement, of the 2001/2003 Collective Bargaining Agreement (CBA).

Galley Pay rates and provisions as indicated in #14 of Appendix S have been superseded by the JCBA provisions in Section 3 – Compensation.

Language Speaker rates and provisions as indicated in #15 - #22 of Appendix S have been superseded by the JCBA provisions in Section 15 – Foreign Language Speakers.

It is understood that the provisions of Appendix S, except as specifically modified or excepted by this letter, shall apply in all respects.

Sincerely,

Cindi Simone  
Managing Director  
Labor Relations

Agreed to by:

\_\_\_\_\_  
Laura R. Glading, National President  
Association of Professional Flight Attendants

**APPENDIX S  
FOREIGN NATIONAL AGREEMENT**

ASSOCIATION OF PROFESSIONAL  
FLIGHT ATTENDANTS

Presidential Grievance No.  
SS-0090-1990-APFA-002

AMERICAN AIRLINES, INC.

RE: Staffing of International Routes

**PRESIDENTIAL GRIEVANCE SETTLEMENT**

This document (the Settlement) will confirm the settlement of the above referenced dispute between the Association of Professional Flight Attendants (APFA) and American Airlines, Inc. (the "Company") concerning the staffing of international routes. Furthermore, the parties agree that this Settlement and the negotiations which produced it were not entered into or held within the context of Section 6 of the Railway Labor Act.

On March 16, 1990, APFA filed a Presidential Grievance. The controversy and positions of the parties are stated more fully in the grievance and the reply from the Company. The Company and APFA have engaged in extensive discussions and, while still preserving their respective positions on all issues, including arbitrability, agree that the following terms and conditions are a reasonable and equitable method for resolving this particular dispute. It is understood that this Settlement is non-precedential. With these understandings, APFA and the Company agree as follows:

**LIMITATIONS ON COMPANY USE OF FOREIGN NATIONALS**

1. The Company will not use foreign-based, non-APFA-represented Flight Attendants (referred to in this Settlement as "foreign nationals") on any of its flights except to the extent permitted by this Settlement.
2. The Company will not use foreign nationals to fly to or from any U.S. gateway city (which includes any city in the U.S. or Puerto Rico), except that the Company may use Latin American-based foreign nationals to fly to or from Miami to the extent allowed herein.
3. The Company will not use foreign nationals for any domestic U.S. flying, or for any international flying through Miami to any destination outside of Central and South America.
4. The Company will not assign foreign nationals to work as crew members on APFA-staffed flights, nor will APFA Flight Attendants work as crew members on foreign national-staffed flights, except in cases of emergency, such as to prevent cancellation of a flight due to lack of FAA minimum crew, or in circumstances which could not reasonably have been foreseen, such as, but not limited to, unavailability of scheduled Flight Attendants because of illness, accident, or act of God. The use of mixed crews will occur only when there is insufficient time or ability to obtain replacements.
5. The Company will not use foreign nationals as a Chase or Interpreter on any APFA-staffed flights. The Company may assign foreign national trainees to APFA-staffed flights in order to satisfy the trainees' initial operating experience requirement, provided that the trainees are assigned over and above the APFA Flight Attendant crew complement.
6. Subject to the restrictions imposed by this Settlement, the Company may use foreign nationals on all foreign point to foreign point flying.

7. In the event that the company elects to use APFA Flight Attendants on any leg not exclusively committed to APFA Flight Attendants under this Settlement, such use shall not preclude the Company, at its discretion, from subsequently redesignating such flying to foreign nationals, provided such redesignation is consistent with the caps set forth in this Settlement.
8. The Company will assign flying over its Central and South American routes as follows:
  - a. All legs to or from Central America and any U.S. gateway city other than Miami, and all legs to or from South America and any U.S. gateway city other than Miami shall be flown exclusively by APFA Flight Attendants.
  - b. APFA Flight Attendants exclusively shall be used for flying these legs:
 

Miami-San Jose, Costa Rica  
 San Jose, Costa Rica-Miami  
 Miami-Guatemala City, Guatemala  
 Guatemala City, Guatemala-Miami  
 Miami-Caracas, Venezuela  
 Caracas, Venezuela-Miami  
 Miami-Rio de Janeiro, Brazil  
 Rio de Janeiro, Brazil-Miami
  - c. APFA Flight Attendants will be assigned all Miami-Buenos Aires legs in excess of seven (7) round trips per week. As Buenos Aires based Flight Attendants are utilized for increased intra-Latin American flying after September 1, 1990, the Company will, to the extent that Buenos Aires based Flight Attendants can continue to be scheduled to their monthly flying maximums, phase in additional Miami-Buenos Aires flying for APFA Flight Attendants, until APFA Flight Attendants fly at least 50% of the Miami-Buenos Aires legs.
  - d. The Company, at its discretion, has the right to assign foreign nationals all other Central and South American flying, including all Miami gateway flying not specifically designated to APFA Flight Attendants under this Settlement.
9. Except as stated in Paragraphs 10, 11 and 12 below, the total (worldwide) number of foreign nationals employed by the Company who are available for active line flying will be capped at 1.5% of the total number of persons on the APFA System Seniority List.
10. Once the total number of persons on the APFA System Seniority List increases beyond 20,000, the cap on the Company's use of foreign nationals will change as follows:

<u>ONCE THE NUMBER OF PERSONS ON APFA SENIORITY LIST REACHES</u>	<u>MAXIMUM NUMBER OF FOREIGN NATIONALS AVAILABLE FOR ACTIVE LINE FLYING (EXPRESSED AS A % OF PERSONS ON APFA SENIORITY LIST)</u>
20,001	2.0%
22,500	2.5%
25,000	2.75%

11. The cap set forth in Paragraphs 9 and 10, above, does not include three hundred thirty-one (331) Flight Attendant positions in South America, which reflects the number of Latin American based Flight Attendants already designated for hiring as of the date of this Settlement as a

product of the purchase of the Latin American route authority from Eastern Airlines. These Flight Attendants shall be based exclusively in Latin America. This number will change to three hundred ninety-four (394) Flight Attendants based exclusively in Latin America once the total number of persons on the APFA System Seniority List has reached 25,000, and will continue not to be included in the cap set forth in Paragraphs 9 and 10, above.

12. The Company agrees not to use European-based foreign nationals. However, this restriction no longer applies (a) once APFA's total International flying hours have increased by at least 15% over the total APFA international flying hours in the month of June, 1990, or (b) as of January 1, 1992, whichever occurs first. All other restrictions on foreign national flying will remain applicable to the use of European based foreign nationals.
13. The Company will provide APFA each month the number of foreign nationals employed and copies of the monthly bid sheets for each foreign base. In addition, if the Company begins to use European-based foreign nationals under Paragraph 12 (a), the Company will provide APFA with the number of APFA International flying hours relied on by the Company.

#### GALLEY PAY

14. a. Effective the first contractual month after ratification of this Settlement, the Company will increase galley pay to \$1.75 for all International wide-body galley positions.
- b. Effective the first contractual month after ratification of this Settlement, the Company will increase galley pay to \$1.25 for all Domestic wide-body galley positions, except that as to the DC-10 lower lobe galley, the Company will increase galley pay to \$1.75.
- c. All bid galley positions will now be worked by galley Flight Attendants, and as to (a) and (b) above, all other provisions of Article 3.M. of the Basic and Supplemental International Agreements shall continue to apply.

#### LANGUAGE SPEAKERS

15. The Company elects to increase foreign language premium pay from \$.075 per hour to \$1.25 per hour. All other provisions of Article 3.N. of the Basic and Supplemental International Agreements will continue to apply. This election will be implemented at the same time as Paragraph 14.
16. The Company agrees to pay foreign language premium pay to all qualified speakers who are on the Company's speaker list and who complete any leg that requires language speakers as a working crew member. This language premium will be paid without regard to the maximum number of speakers required on that leg. Chase and deadheading Flight Attendants shall not receive foreign language premium pay.
17. (a) The Company will initiate training proffers for Flight Attendants who wish to become qualified for a specific foreign language. The proffers will be made by division, by base, and by system, respectively, as the Company's language staffing requirements dictate. Flight attendants interested in becoming language qualified in the language which is proffered will be provided a list of approved language courses. Flight attendants who are awarded the training proffer who successfully complete language training at an approved course, who pass the Company's proficiency test, and who agree to the applicable language lock-in provided in the Basic and Supplemental International agreements will receive full tuition reimbursement for such language training. The Company agrees to inform any Flight Attendant who is considering foreign language training whether that training will qualify for reimbursement prior to commencement of such training.

(b) Beginning on the date of ratification of this Settlement and continuing up to and including the six (6) month anniversary of that date, the Company will offer a language bonus of five hundred dollars (\$500) to any Flight Attendant who (i) expresses written interest in response to that offer during that period, (ii) has not previously identified himself/herself to the Company as a language speaker, (iii) passes the Company's proficiency test, and (iv) agrees to the applicable language lock-in under the Basic and Supplemental International Agreements. In no case shall any Flight Attendant be entitled to more than one (1) language bonus. Any Flight Attendant who is awarded this language bonus will not be eligible, in addition, for reimbursement for language training under Paragraph 17(a) of this Settlement for the same language entitling the Flight Attendant to such language bonus.

18. (a) On January 1, 1991, January 1, 1992, and October 1, 1992, the Company agrees to permit the number who proffer, but no more than 5% of the language speakers in each language at each base with ten (10) or more years of occupational seniority, to resign their qualification, with the exception of those Flight Attendants serving a language lock-in or reserve obligation. In the event that the 5% calculation does not produce a whole number [i.e., a number less than one (1) or a number consisting of a whole number plus a fraction], that number shall be raised to the next whole number. Consistent with this, the minimum number of Flight Attendants with ten (10) or more years of occupational seniority permitted to resign in each language at each base pursuant to this sub-paragraph shall be one (1). If more than 5% of language speakers in each language at each base with ten (10) or more years of occupational seniority give notice of their intent to resign, resignations shall be awarded in order of occupational seniority up to the 5% limitation. Such Flight Attendants must give notice of their intent no later than October 1, 1990, October 1, 1991, and July 1, 1992, respectively. The parties will meet and confer concerning the results of these three occurrences and the methods for describing a specific methodology for future years. Should there be no agreement by the parties as a result of those meetings by October 30, 1992, the provisions of (b), below, shall apply.

(b) Should there be no agreement by October 30, 1992, as stated in (a), above, the Company thereafter agrees to offer, at least annually, a procedure that will permit language speakers at each base in each language an opportunity to give six (6) months notice to the Company of their desire to resign their language qualification. To the extent that the language staffing requirements of the specific base, as determined by the Company, permit language resignations, such language resignations will be awarded in order of occupational seniority at the base. In no case will a language resignation be awarded to a Flight Attendant serving a language lock-in or reserve obligation at the time of the award.

(c) Speakers who resign a language obligation under either (a) or (b), above, will be permitted to requalify subject to the applicable language lock-ins contained in the Basic and Supplemental International Agreements. Flight attendants resigning their language qualification under (a) or (b), above, who have insufficient seniority to remain in the International Operation will be considered to have resigned from International.

19. Domestic or International flights assigned to APFA Flight Attendants requiring a foreign language will be staffed according to the numbers set forth in the Basic and Supplemental International Agreements, except that the Company may specify the mix of languages required on a route based on marketing considerations. Consistent with the foregoing, MD-11 aircraft (Domestic and International) will be staffed with language speakers in the same numbers as the B-747.

20. The Company has the right to build monthly trip selections with an unlimited number of positions or combination of positions, and to draw any number of combination of foreign language speaking Flight Attendants from any such monthly trip selection up to the maximum complement described in the Basic and Supplemental International Agreements. In circumstances where the first class cabin of a widebody International trip is staffed with a bid Purser position and a bid first class cabin position, the Company will not build a trip selection

consisting of only a bid first class cabin position that requires a language qualification. All other provisions of Article 11 in the Basic and Supplemental International Agreements shall continue to apply. For example, the Company may do the following:

EXAMPLE

An International 767-300 trip selection

11 Positions for Bid

3 Foreign Language Speakers Required

<u>Trip Sel. #1</u>	<u>Trip Sel. #2</u>	<u>Trip Sel. #3</u>	<u>Trip Sel. #4</u>
Premium/	Business/	Galley/Galley/	Coach/Coach/
First	Business	Galley	Coach/Coach
[Requires	[Requires	[Requires	
one (1)	one (1)	one (1)	
language	language	language	
speaker]	speaker]	speaker]	

21. In recognition of this Settlement, the APFA agrees that upon ratification of this Settlement it will withdraw, with prejudice; the above-referenced Presidential Grievance SS-0090-1190-APFA-002. Furthermore, the Company and APFA mutually agree that, upon ratification, each will withdraw, with prejudice, the litigation commenced by each relating to this dispute, which litigation is presently pending before the U.S. District Court for the Northern District of Texas, Ft. Worth Division, and which is styled as, respectively, American Airlines, Inc., v. Association of Professional Flight Attendants, Civil Action No. CA4 90-337E, and as Association of Professional Flight Attendants v. American Airlines, Inc., which action was originally commenced in the Southern District of Florida as Civil Action No. 90-1117, and which subsequently was transferred to the Northern District of Texas, Fort Worth Division.
22. The APFA agrees to submit this Settlement to its members for ratification, that time is of the essence in the ratification process, and that APFA will therefore expedite that process to the maximum degree possible under the APFA Constitution and By-Laws. The APFA and the Company agree that this Settlement is a mutually acceptable resolution of the underlying dispute. The APFA therefore commits that it will use its best efforts to promote its ratification. The APFA further understands that if this Settlement is not ratified, that such failure to ratify will result in a withdrawal of all offers of settlement by the Company, and consequently the Company will take all steps necessary to staff its flights in accordance with its beliefs as to its rights.

The terms and conditions of the Basic Agreement, the Supplemental International Agreement and all other agreements between the parties shall remain in full force and effect except to the extent inconsistent herewith. Without waiving either party's position with regard to whether the System Board of Adjustment otherwise would have jurisdiction to hear and decide the issues contained herein, the parties agree that the System Board, to be constituted and to act in accordance with the provisions of Articles 28 and 29 of the Basic and the Supplement International Agreements, shall have jurisdiction for purposes of deciding any controversy between the Company and the APFA over the interpretation or application of this Settlement. In the event such a controversy arises, the Company will not assert in any forum that controversy is not arbitrable on the grounds that the System Board lacks jurisdiction or that this paragraph is unenforceable on jurisdictional grounds. The provisions of Article 38 of the Basic and Supplemental International Agreements are incorporated herein by reference.

AGREED TO THIS 8TH DAY OF JUNE, 1990

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Cheryle A. Leon  
President  
Association of Professional  
Flight Attendants

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Ralph P. Craviso  
Vice President  
Employee Relations  
American Airlines, Inc.

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Karen A. Chenault  
Secretary  
Treasurer  
Association of Professional  
Flight Attendants

AMERICAN AIRLINES

**APPENDIX S  
LETTER-I**

June 8, 1990

Ms. Cheryle A. Leon  
President  
Association of Professional Flight Attendants  
1004 W. Euless Blvd.  
Euless, Texas 76040

RE: Supplemental Understanding Relating To June 8, 1990 Settlement Agreement On Foreign National Flight Attendant Staffing

Dear Cheryle:

This will confirm the supplemental understandings reached by the undersigned during the course of negotiations which led to the execution of the above referenced Settlement Agreement dated June 8, 1990. These specific understandings, each of which relate to the Settlement Agreement, provide as follows:

1. Subject: Company's Use of Supervisors

Nothing in the Settlement Agreement in anyway restricts the Company's right to use any of its supervisors in any function permitted under the applicable provisions of the AA-APFA Basic and Supplemental International Agreements.

2. Subject: Use of Mixed Crews

For purposes of Paragraph 4 of the Settlement Agreement relating to the use of mixed crews, deadheading Flight Attendants are not considered to be in a working status and, therefore, are not included within the restrictions set forth in Paragraph 4.

3. Subject: Pool of Language Qualified Flight Attendants

The Company and APFA agree to meet and discuss the establishment of a pool of language qualified Flight Attendants for purposes of reducing language bid denials.

4. Subject: Language Training Proffers

The Company and APFA agree that circumstances may exist pursuant to Paragraph 17(a) of the Settlement Agreement wherein a Flight Attendant is awarded a training proffer, successfully completes training, passes the Company's proficiency test, but due to insufficient seniority, is unable to begin the applicable language lock-in. In the event that any such circumstance arises, the Company and APFA agree to meet and develop an appropriate resolution.

5. Subject: APFA's Obligation to Company During Ratification

APFA commits that it will not direct or authorize any action by its agents or representatives inconsistent with its efforts to promote ratification of the Settlement Agreement.

Very truly yours,

Ralph P. Craviso  
Vice President  
Employee Relations  
American Airlines, Inc.

**AGREED TO THIS 13TH DAY  
OF JUNE, 1990**

---

Cheryle A. Leon  
President  
Association of Professional Flight Attendants

**APPENDIX S  
LETTER-II**

April 8, 2003

Mr. John Ward  
President  
Association of Professional  
Flight Attendants  
1004 W. Euless Blvd  
Euless TX 76040-5018

Re: Impact of Restructuring Participation Agreement on  
Appendix S of the Collective Bargaining Agreement

Dear John,

This letter confirms our understanding regarding the impact of the Restructuring Participation Agreement between American Airlines and the APFA on Appendix S of the 2001 Collective Bargaining Agreement (CBA).

Notwithstanding paragraph 14 of Appendix S of the 2001 CBA, the parties agree that international galley pay will be reduced to \$0.88 per hour. Additionally, domestic galley pay will be reduced to \$0.63 per hour.

It is further agreed that notwithstanding Article 11.G, Appendix I, Article 11.I and paragraph 16 of Appendix S of the CBA, the Company will provide foreign language pay for language of destination only and for required speaker positions only. The provisions of Article 11.C and Appendix I, Article 11.C of the CBA continue to apply.

All other provisions of Appendix S will remain in full force and effect.

Sincerely,

Lorraine Mase-Hecker  
Director  
Employee Relations

Agreed to by:

\_\_\_\_\_  
John Ward  
President, APFA

**APPENDIX S  
LETTER-III**

January 29, 2002

Mr. John Ward  
President  
Association of Professional Flight Attendants  
1004 W. Euless Blvd.  
Euless, TX 76040

Re: Language Speaker Pay

Dear John:

This letter confirms that, notwithstanding the provisions of Article 11.G. and Appendix I, 11.G. of the AA/APFA Agreement, a Flight Attendant will be paid the foreign language pay outlined in Article 3.N. and Appendix I, 3.N. rather than the provisions of Appendix S, paragraph 15.

Sincerely,

Robin Dotson  
Managing Director  
EmployeeRelations October 4, 2014

December 13, 2014

Laura R. Glading, President  
Association of Professional  
Flight Attendants  
1004 W. Euless Blvd.  
Euless, TX 76040-5018

**Re: Impact of Joint Collective Bargaining Agreement on Article 36 of the 2001/2003 Collective Bargaining Agreement**

Dear Laura:

This letter confirms our understanding regarding the impact of the Joint Collective Bargaining Agreement (JCBA) between American Airlines and the APFA on Article 36 – Retirement Benefit Plan for Flight Attendants, of the 2001/2003 Collective Bargaining Agreement (CBA).

The Retirement Benefit Plan of American Airlines, Inc. for Flight Attendants was frozen effective November 1, 2012. The provisions of Article 36 have been superseded by the JCBA provisions in Section 26.G. - Replacement Retirement Plan, however the parties agree “existing Plan participants” will be paid in accordance with the terms of the Plan as provided for in Article 36.

Sincerely,

Cindi Simone  
Managing Director  
Labor Relations

Agreed to by:

\_\_\_\_\_  
Laura R. Glading, National President  
Association of Professional Flight Attendants  
\_\_\_\_\_  
Date \_\_\_\_\_

## **ARTICLE 36 - RETIREMENT BENEFIT PLAN FOR FLIGHT ATTENDANTS**

The following is included in the Retirement Benefit Plan for Flight Attendants:

### **A. EARLY RETIREMENT**

1. For an employee retiring early on or after the first day of the month next following September 12, 2001 and who is on the Flight Attendant System Seniority List as of September 12, 2001:
  - a. An employee member whose benefits commence on or after the first day of the month next following September 12, 2001 shall be eligible for early retirement benefits before the Normal Retirement Date on or after attaining the earlier of (a) age 55 and completing 15 years of credited service, or (b) age 60 and completing 10 years of credited service.
  - b. For an employee member so eligible for early retirement benefits, the monthly pension benefits, determined as of early retirement date, will be reduced by three percent (3%) for each year of payment before the Flight Attendant attains age 60, as follows:

Age	60	1.00
	59	.97
	58	.94
	57	.91
	56	.88
	55	.85

2. For an employee retiring early on or after September 1, 1978 who is not on the Flight Attendant System Seniority List as of September 12, 2001 and whose benefits commence before the first day of the month next following September 12, 2001:

The table of actuarial reduction from age 62 for early retirement will be based on 3% per year as follows:

Age	62	1.00
	61	.97
	60	.94
	59	.91
	58	.88
	57	.85
	56	.82
	55	.79

### **B. VESTING**

Effective January 1, 1989 the Company amended the Flight Attendants Benefit Plan to improve the vesting schedule under the Plan from the then present 50% after five (5) years of Vesting Service to a maximum of 100% after ten (10) years of Vesting Service to 100% vesting after five (5) years of Vesting Service. This new vesting schedule is effective for all Flight Attendants who complete at least one Hour of Service (as defined in the Plan) on or after January 1, 1989.

### **C. FINAL AVERAGE SALARY FORMULA FOR MEMBERS RETIRING ON OR AFTER SEPTEMBER 1, 1980**

For an employee member retiring on or after September 1, 1980, the Final Average Retirement Benefit formula is one and two-thirds percent (1-2/3%) of the member's Final Average Compensation multiplied by the member's total years and completed months of Credited Service in the Plan. For example, a member retiring at age 65 with thirty (30) years of Credited Service

under the Plan and a Final Average Compensation of \$50,000 would receive an annual pension of:

$$1\text{-}2/3\% \times \$50,000 \times 30 = \$25,000$$

**D. FINAL AVERAGE RETIREMENT FORMULA: FOR MEMBERS RETIRING ON OR AFTER SEPTEMBER 1, 1978, BUT BEFORE SEPTEMBER 1, 1980**

For an employee member who retired on or after September 1, 1978, but before September 1, 1980, the Final Average Retirement formula is one and three-fifths percent (1-3/5%) of the member's Final Average Compensation, multiplied by the member's total years and completed months of Credited Service in the Plan. For example, a member who retired during this time at age 65 with thirty (30) years of Credited Service under the Plan and a Final Average Compensation of \$50,000 would receive an annual pension of:

$$1\text{-}3/5\% \times \$50,000 \times 30 = \$24,000$$

**E. MINIMUM BENEFITS**

For an employee member retiring on or after September 1, 1978, the monthly Minimum Benefit for years of participation will be:

Flight Attendants: = \$23.50

**F. CONTRIBUTIONS TO PLAN**

The cost of providing the retirement benefits of the Plan will be borne by the Company.

**G. QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY (QPSA)**

For Flight Attendants on the Flight Attendant System Seniority List as of September 12, 2001, there will be no charge for coverage under the pre-retirement survivor annuity.

**H. MEMBERSHIP IN THE PLAN**

1. An employee will become a member of the Plan on the first day of the month coincident with or next following her/his completion of one (1) year of service.
2. Effective November 1, 1993, the Retirement Benefit Plan of American Airlines, Inc. for Flight Attendants was amended to provide Credited Service for any periods of employment during which the employee would have accrued Credited Service if the age 25 eligibility restriction had not existed in previous years. Credited Service for Flight Attendants who were on active payroll and Flight Attendants who were on an approved leave of absence on November 1, 1993, shall be counted from the January 1st or July 1st following the completion of one (1) year of Company service. A Flight Attendant who retired or terminated from the Company prior to November 1, 1993, shall not receive this adjustment to her/his Credited Service.
- I. FINAL AVERAGE COMPENSATION FOR FLIGHT ATTENDANTS ON THE FLIGHT ATTENDANT SYSTEM SENIORITY LIST AS OF SEPTEMBER 12, 2001 AND WHOSE BENEFITS COMMENCE ON OR AFTER THE FIRST DAY OF THE MONTH NEXT FOLLOWING SEPTEMBER 12, 2001**
  1. Effective September 12, 2001, the Company shall amend the Flight Attendants' Retirement Benefit Plan to provide that Final Average Compensation shall be determined by taking the average of the highest paid forty-eight (48) consecutive calendar months out of the one hundred twenty (120) consecutive calendar months of plan participation preceding the date

of retirement, disability, death or termination of employment disregarding any month in which the Flight Attendant did not perform duties (or receive credit) for which the Flight Attendant would be entitled to receive pay.

2. Effective September 12, 2001, the Company shall also amend the Flight Attendants' Retirement Benefit Plan to provide that in addition to the pay currently included for purposes of determining pensionable pay, the following shall also be included: longevity pay, narrowbody lead pay, language pay, galley pay, purser pay, lump sums, retroactive pay, and base and incentive pay for up to 1,020 paid flight hours per year regardless of which operation in which the Flight Attendant serves during each applicable calendar year, provided that paid flight hours of service paid to the Flight Attendant at incentive rates in excess of 216 will be credited for this purpose, and only this purpose, at base rates. With the exception of the base and incentive hours caps, all of this subparagraph 2 will be effective prospectively only for such payments received (longevity pay, narrowbody lead pay, language pay, galley pay, and purser pay) effective the 1st day of the contractual month following the date of ratification. The base and incentive hours cap will be effective for Flight Attendants who retire on or after the 1st day of the contractual month next following the month of ratification, and will apply to base and incentive hours worked during the highest consecutive forty-eight (48) consecutive months of pay out of the final one hundred twenty (120) consecutive months of pay, in the period preceding the 1st day of the contractual month next following the date of ratification of this Agreement, if such hours fall within the definition of Final Average Compensation.

**J. FINAL AVERAGE COMPENSATION FOR FLIGHT ATTENDANTS RETIRING ON OR AFTER MARCH 23, 1994 AND WHOSE BENEFITS COMMENCED BETWEEN MARCH 23, 1994 AND UNTIL THE LAST DAY OF SEPTEMBER, 2001**

1. Effective March 23, 1994, the Company amended the Flight Attendants' Retirement Benefit Plan so that for Flight Attendants who terminated employment on or after March 23, 1994, and who retired on or after that date, the definition of the Final Average Compensation component in the Final Average Retirement Benefit Formula was changed from the previous maximum of seventy-five (75) hours per month to a Domestic maximum of seventy-seven (77) hours per month and an International maximum of eighty-two (82) hours per month. For purposes of both the Domestic and International maximums under this amendment, the first sixty-seven (67) hours per month shall be calculated at hourly base rates of pay. All pensionable hours between sixty-eight (68) hours per month and the maximum of seventy-seven (77) or eighty-two (82) hours per month, as applicable, shall be calculated at hourly incentive rates of pay.

The Company shall make every reasonable effort to obtain historic pay and flight time hourly records to calculate the Final Average Compensation component based on this definition. For any month prior to March 23, 1994 for which the Company cannot obtain pay and/or flight time hourly records, seventy-one (71) hours shall be used. The seventy-one (71) hours shall consist of the appropriate number of base hours at the applicable historic hourly base rates of pay and the appropriate number of incentive hours at the applicable historic hourly incentive rates of pay.

2. The Company also amended the Flight Attendants' Retirement Benefit Plan prospectively effective as of March 23, 1994, to include Purser monthly premiums earned on or after March 23, 1994, for purposes of the definition of Final Average Compensation.

**K. BENEFITS - FORMS OF PAYMENT**

Monthly pension benefits are paid for life, if the Flight Attendant has no spouse as of the date payments begin, or if the Flight Attendant is married and if the spouse so consents. Otherwise, benefits are paid in the form of the fifty percent (50%) joint and survivor annuity option or, if the

Flight Attendant so elects and the spouse consents, another actuarial equivalent optional form offered by the plan, including without limitation, the incorporation into any joint and survivor annuity option offered under the plan of a feature that provides an unreduced annuity to the Flight Attendant for remainder of the Flight Attendant's life in the event that the Flight Attendant's spouse predeceases the Flight Attendant after the joint and survivor annuity commences.

#### **L. AMENDMENTS TO THE PLAN**

1. The Retirement Benefit Plan will not be amended in any way that materially affects the benefits provided to, or the cost imposed on, Flight Attendants without the consent of APFA unless the amendment:
  - a. Is necessary to keep the plan in compliance with applicable law or to maintain the tax-qualified or tax-exempt status of the plan to the extent that such tax status is applicable and intended by the plan's terms; or
  - b. Relates to the selection and retention of service providers under the plan; or
  - c. Is provided for by any of the provisions of this Article 36.
2. The Company otherwise may amend the plan that it maintains in any manner that does not materially affect the benefits provided to, or the cost imposed on, Flight Attendants.

#### **M. AMENDMENTS TO THE \$UPER\$AVER - A 401 (k) CAPITAL ACCUMULATION PLAN FOR EMPLOYEES OF PARTICIPATING SUBSIDIARIES OF AMR CORPORATION**

1. **Effective Date.** All amendments described in this Article 36.L. will be effective as of the date of ratification of this Agreement.
2. **Contributions - Vacation Accruals.** As soon as administratively practicable after the first day of the vacation bidding fiscal year (currently May of each year), the Company will contribute to the Flight Attendant's account amounts attributable to vacation accruals which, pursuant to Article 6.P., the Flight Attendant has elected prior to the beginning of the vacation bidding fiscal year to have converted to a cash contribution to the plan.
3. **Contributions - Sick Pay Accruals.** Subject to the limitations imposed on tax qualified plans, and as soon as administratively practicable after a Flight Attendant retires with the Company, the Company will make a contribution to the Flight Attendant's account in the amount of \$3.75 multiplied by the number of hours in the Flight Attendant's sick leave bank as of the date that the Flight Attendant terminates service, up to a maximum contribution of three thousand seven hundred and fifty dollars (\$3,750).
4. **4. Non-Incorporation.** The \$uper\$aver 401(k) Capital Accumulation Plan for Employees of Participating Subsidiaries of AMR Corporation is not incorporated into this Agreement.

November 1, 2005

Mr. Mike Flores  
MEC President  
Association of Flight Attendants-CWA; AFL-CIO  
200 Marshall Drive  
Coraopolis, PA 15108

Re: The Retirement Plan for Flight Attendants in the Service of US Airways, Inc. (the "Defined Benefit Pension Plan" or the "Plan")

Dear Mike:

Reference is made to that certain Flight Attendant Agreement between US Airways, Inc. (the "Company") and The Association of Flight Attendants, AFL-CIO ("AFA"), May 1, 2000 to April 30, 2005 (the "Prior Contract"), those certain Restructuring Agreements between the Company and AFA dated July 2002 and January 2003 (the "Restructuring Agreements"), the 2004 Transition Agreement between the Company and AFA, dated January 2005 (the "2004 AFA-US Airways Flight Attendant Agreement"), and the Summary Plan Description of the Defined Benefit Plan, dated as of January 1, 2004 (the "SPD").

The Defined Benefit Pension Plan was terminated effective January 10, 2005. On February 1, 2005, the Pension Benefit Guaranty Corporation (the "PBGC") became the statutory trustee of the Plan. From that point on, the Company and AFA agree that the PBGC has sole responsibility for the administration of the Plan and the payment of any Plan benefits.

Plan participants must address all inquiries and concerns to the PBGC at:

PBGC  
PO Box 151750  
Alexandria, VA 22315-1750  
Telephone: 800-400-7242 OR 202- 326-4000  
Website: [www.pbgc.gov](http://www.pbgc.gov)

The Company and AFA desire to (i) set out in this Letter Agreement Section 22.G. of the Prior Contract relating to the Plan, (ii) affirm the Special Provisions for Flight Attendants of Merged Companies set out on pages 21 through 33 of the SPD, and (iii) incorporate herein by this reference any provision of the Prior Contract, the Restructuring Agreements, the January 2005 Contract, and the SPD necessary or useful to a complete understanding of the Plan for purposes of the proper determination and administration of the benefits provided thereunder, subject to the requirements, conditions, and limitations of ERISA and the regulations governing and the practices of the PBGC.

Sincerely,

/s/ E. Allen Hemenway  
Vice President

Agreed:

s/ Mike Flores  
MEC President

LETTER OF AGREEMENT  
Between  
AMERICAN AIRLINES, INC.  
And the  
FLIGHT ATTENDANTS  
In the service of  
AMERICAN AIRLINES, INC.  
As represented by the  
ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS (APFA)

One-Time Ratification Bonus Letter of Agreement

This Letter of Agreement (“Letter” or “LOA”) is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between American Airlines, Inc. (“American,” “AA,” or the “Company”) and the Flight Attendants in the service of American Airlines, Inc., as represented by the Association of Professional Flight Attendants (the “APFA” or “Union”), together referred to as the “Parties.”

The Parties acknowledge and agree they have reached a Tentative Agreement on all open items in the collective bargaining agreement (“CBA”) pursuant to Section 6 of the Railway Labor Act. The APFA Board of Directors has approved the Tentative Agreement and will submit the Tentative Agreement to the membership for a ratification vote. If ratified, the Tentative Agreement will become the 2024 CBA. In recognition of their mutual interest in ratification of the Tentative Agreement and of the timing of such Tentative Agreement, the Parties have agreed to a one-time ratification bonus payment for American Flight Attendants, expressly conditioned on ratification of the Tentative Agreement (“One-Time Ratification Bonus”) on the following terms:

1. “One-Time Ratification Bonus” as used herein means the ratification-contingent bonus payment to an Eligible Flight Attendant computed based on the terms contained in this LOA.
2. “Relevant Period” as used herein means any time during calendar years 2020, 2021, 2022, 2023, and through August 2024.
3. “Eligible Flight Attendant” used herein means any individual who is on the Flight Attendant System Seniority List on the Effective Date of the CBA, was subject to the terms and conditions of the JCBA at any point during the Relevant Period and remains employed by American Airlines on the date of the payment of the One-Time Ratification Bonus.
4. “Eligible Earnings” for purposes of this LOA shall have the same meaning as “Eligible Earnings” as defined in the American Airlines Group, Inc. Global Profit-Sharing Plan and earned as a Flight Attendant as included in Paragraph 5 below:
  - a. Compensation, as that term is defined for purposes of employer contributions, in the qualified defined contribution plan that is intended to comply with Section 401(k) of the Code that is sponsored by the Employee’s Participating Employer and in which such Employee is eligible to participate at the time the profit sharing award is paid; provided, however, that the annual limit on compensation under Code Section 401(a)(17) shall not be applied for purposes of this Plan; and

- b. In addition, Triple Play payouts and profit-sharing awards shall be excluded from Eligible Earnings.
- 5. The One-Time Ratification Bonus will have an aggregate total cost of \$514,000,000, which will be inclusive of all bonus payments made to Eligible Flight Attendants and any applicable employer payroll taxes (FICA) associated with these payments. APFA will have discretion to allocate the One-Time Ratification Bonus to Eligible Flight Attendants, in a manner generally consistent with the allocation methodology described in paragraph 6.
- 6. The One-Time Ratification Bonus paid to Eligible Flight Attendants who had Eligible Earnings during the Relevant Period will be computed as the sum of the following:
  - a. 3.0% of Eligible Earnings paid during all or any portion of calendar year 2020;
  - b. 4.0% of Eligible Earnings paid during all or any portion of calendar year 2021;
  - c. 4.0% of Eligible Earnings paid during all or any portion of calendar year 2022;
  - d. 10.8% of Eligible Earnings paid during all or any portion of calendar year 2023;
  - e. 20.0% of Eligible Earnings paid during all or any portion of the time period from January 1, 2024 through August 31, 2024;
- 7. The One-Time Ratification Bonus under this LOA will not be considered as earnings or eligible compensation under the American Airlines, Inc. 401(k) Plan for Flight Attendants, or any other qualified or non-qualified retirement benefit plans sponsored by American in which the Eligible Flight Attendant participates or is eligible to participate to the extent consistent with applicable law.
- 8. The One-Time Ratification Bonus under this LOA will be considered "Eligible Earnings" for purposes of the AAG Profit Sharing Plan for Plan Year 2024.
- 9. The Company will pay the One-Time Ratification Bonus to all Eligible Flight Attendants as a single supplemental payment no later than sixty (60) days after ratification. Applicable federal, state, and local taxes will be withheld from the single payment at the applicable withholding rates.
- 10. This agreement is non-precedent setting and non-referable, except as may be necessary to enforce the terms of this LOA.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this July 18, 2024.

FOR AMERICAN AIRLINES



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Cindi Simohe  
Managing Director, Labor Relations

FOR THE ASSOCIATION OF  
PROFESSIONAL FLIGHT ATTENDANTS  
(APFA)



08/06/2024  
Julie Hedrick  
APFA National President

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