

## ARTICLE 7 - HOURS OF SERVICE

### A. TRIP SELECTION SCHEDULE MAXIMUM

1. Except as provided in paragraphs 2. or 3. below, a Flight Attendant at the beginning of a month shall not be scheduled on the monthly trip selection for more than one-hundred (100) credit hours (SPROJ).

2. The Company and APFA may, on a case by case basis, agree to exceptions to the one hundred (100) credit hours (SPROJ) restriction to allow for pure monthly trip selections. Any such exception(s) shall be subject to annual renewal. [#]

a. International "Pure Trip Selections" shall mean trip selections comprised of the same legs and same layover cities for purposes of this paragraph,<sup>1</sup>

b. No "pure" trip selection will contain a series of trips sequences that have home base departures that vary by more than four (4) hours.<sup>2</sup>

### B. MONTHLY MAXIMUM

One-hundred (100) credit hours (PROJ) shall constitute the monthly maximum for a Flight Attendant. A Flight Attendant may voluntarily exceed the one hundred (100) hour monthly maximum, however, the Company will not involuntarily assign a Flight Attendant over one hundred (100) credit hours (PROJ).

### C. MAKE-UP

A regularly scheduled Flight Attendant with an SPROJ of one hundred (100) hours or less may request/bid make-up flying. Trips flown under this provision will be awarded in accordance with the Order of Open Time Coverage, Article 9.L.

### D. OPTION<sup>3</sup>

1. **Exercise of Option to Exceed Monthly Maximum.** A Flight Attendant may option (Option) at the beginning or during the month to exceed the maximum in paragraph B. above, in order to complete her/his trip selection for that month. Such option, once made, shall be applicable for the entire month. Such exercise may be accomplished by any of the following methods:

a. changing her/his option status at any time during the month; or

b. trip trading over the monthly maximum into Option status.

2. **Option Application to Entire Month.** A Flight Attendant who accepts a make-up assignment that causes her/his SPROJ to exceed 100 hours will be considered to have exercised Option status for the balance of the month.

3. Trips flown under this provision will be awarded in accordance with the Order of Open Time Coverage, Article 9.L.<sup>4</sup>

4. A Flight Attendant contacted by Crew Schedule for Option flying is under no obligation to fly any trip or trips offered to her/him. A declination of open flying offered on a particular day does not preclude such Flight Attendant from requesting Option flying on a subsequent day or days.

### E. NO-OPTION: ADJUSTMENT TO SCHEDULE AT HOME BASE<sup>5</sup>

If, during a month, the Company assigns a Flight Attendant at her/his home base who has not exercised the Option in paragraph D. above, and such assignment increased her/his scheduled trip selection credit for the month beyond the trip selection limitation of one-hundred (100) scheduled hours (SPROJ) in paragraph A. above, such Flight Attendant shall have her/his schedule adjusted during the month to bring her/his trip selection credit back to one-hundred (100) scheduled hours (SPROJ) or less. For purposes of this paragraph E. only, assignment is defined to include:

1. removal from a scheduled trip at home base and assigned to another trip;
2. rescheduled to a trip because of a cancellation at her/his home base;
3. assignment to a trip on her/his unscheduled day.

#### **F. OPTION AS A RESULT OF TRIP TRADE <sup>6</sup>**

If, during a month, a Flight Attendant who has not exercised Option as a result of a trip trade or an award of make-up flying, pursuant to paragraph C.2. above, voluntarily schedules herself/himself over the one-hundred (100) hour trip selection limitation in paragraph A. above, s/he will be considered to have exercised Option status. However, if the trade is for the same or fewer hours, Option will not be triggered automatically.

#### **G. LONG-RANGE FLYING ASSIGNMENT/EXTENDED-LONG-RANGE FLYING <sup>7</sup>**

1. A regularly scheduled Flight Attendant who is awarded or assigned a monthly trip selection which consists wholly of trip sequences which are defined as Long-Range Flying and Extended-Long-Range Flying, as provided in Article 2.T., shall fly and complete such scheduled or rescheduled assignment, credited time notwithstanding, provided such Flight Attendant has not been assigned in excess of the monthly maximum, as provided in Article 7.C., or to a flying assignment other than long-range.

2. The flying of a non-long-range trip sequence, as provided in Article 9.W.2, shall not be considered as satisfying the requirements of this provision.

3. Nothing in this Article shall prevent a Flight Attendant from exercising the provisions of Article 7.D.

4. The trading of a trip sequence as provided in Article 25 shall have no effect on this provision.

#### **H. DETERMINING COMPLIANCE WITH MONTHLY MAXIMUM <sup>8</sup>**

1. For determining compliance with the monthly credit maximum provided for in paragraph B. above, scheduled flight time or actual flight time, whichever is greater on a leg-by-leg basis, shall be used.

2. For the purpose of compliance with the monthly maximum, a Flight Attendant who has not elected to option under paragraph D. or F. above, will be considered legal to fly her/his last scheduled trip or trip pairing of the month, if prior to departure from her/his home base station on such last trip or trip pairing, her/his previous total flight time credit for the month, when added to the scheduled flight time plus credited time as provided in Article 8 of this Agreement of such last trip or trip pairing within the contractual month, produces a total which does not exceed her/his monthly maximum of one-hundred (100) credit hours. Having once embarked on such last trip or trip pairing, such Flight Attendant will be considered legal to fly and complete her/his scheduled assignment.

#### **I. FLIGHT TIME LIMITATIONS <sup>9</sup>**

**1. Regularly Scheduled Trips, Extra Sections, Ferry Flights, Charter Trips, Scenic Flights.** Flight time limitations provided for herein shall include all flight time when a Flight Attendant is assigned as a crew member on regularly scheduled trips, extra sections, ferry or charter trips, and scenic flights.

**2. Determination of Crew Member Status on Ferry Flights.** A Flight Attendant assigned to a trip sequence which involves a ferry (whether the ferry is a passenger, freighter or combination aircraft) followed by a revenue flight or a revenue flight followed by a ferry, for purposes of 1. above, the Flight Attendant shall be considered to be assigned as a crew member on the ferry.

**J. TWENTY-FOUR (24) HOURS IN SEVEN (7) LIMITATION (24-in-7) <sup>10</sup>**

1. A Flight Attendant must be relieved from all duty for a period of at least twenty-four (24) consecutive hours in any seven (7) consecutive calendar days. This twenty-four (24) hour rest period can be at a layover station or the Flight Attendants home base station, and may be a rolling 24 hour period.

2. Any planned absence of twenty-four (24) consecutive hours or more within the period of seven (7) consecutive calendar days will satisfy the 24-in-7 limitation.

3. The period of seven (7) consecutive calendar days will be measured beginning at 0001 on the day of report of any trip sequence, training assignment or standby assignment where there is a period of twenty-four (24) consecutive hours free from all duty immediately prior to the scheduled time of report.

4. The start of the seven (7) consecutive calendar day period will be triggered by a day of reserve or regularly scheduled availability. The 24-in-7 limitation will not be applied to Flight Attendants on Special Assignment. <sup>11</sup>

5. The Company will place the twenty-four (24) hour period on the Flight Attendant's schedule based on operational considerations. This will include the ability to make an exception to Time Accrued Reserve System (TARS) for the purpose of satisfying the 24-in-7 limitation for a reserve Flight Attendant at the end of a contractual month, when doing so would avoid disruption of the Flight Attendants scheduled flying in the following contractual month.

**K. ON-DUTY LIMITATION**

1. The determination of on-duty periods shall be based on home base station time. <sup>12</sup>

**2. Domestic Scheduled/Re-scheduled On-Duty Limitation**

A Flight Attendant will not be scheduled to remain on duty in excess of the appropriate "scheduled on-duty maximum" detailed in the chart below:

Departure	Scheduled/Re-scheduled On-Duty Max	Operational On-Duty Max
*0600-2059	14 hours	16 hours
**2100-0559	12 hours	14 hours

\*Diurnal Restriction. If, within a duty period, any leg departs at 2100 or later, home base station time, and that leg or subsequent leg(s) within the duty period crosses two or more time zones from west to east, that duty period will be limited to the nighttime diurnal.

\*\*On a block-to-block basis, if the duty period has a break of at least five (5) hours or twice the number of hours of duty aloft preceding the break, whichever is greater, then the fourteen (14) hour scheduled on-duty maximum applies.

### **3. INTERNATIONAL ON-DUTY LIMITATIONS <sup>13</sup>**

**a. Non-Long-Range Flying.** In any on duty period not containing long-range flying, a Flight Attendant 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.

#### **b. Long-Range Flying/ Extended-Long-Range Flying**

##### **(1) Long-Range Flying Over Twelve (12) Hours But Not More Than Fourteen Hours and Thirty Minutes (14:30)**

(a) In any on-duty period containing long-range flying of over twelve (12) hours but not more than fourteen hours and thirty minutes (14:30) a Flight Attendant 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) Such long-range flight requiring an operational fuel landing shall be operated using the eighteen (18) hour on-duty limitation.

##### **(2) Extended-Long-Range International Flying Over Fourteen Hours and Thirty Minutes (14:30)**

(a) In any on-duty period containing extended-long-range international flying of over fourteen hours and thirty minutes (14:30), 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 debrief, with a maximum scheduled on-duty time of twenty hours (20:00). 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.

Example: A duty period containing an extended-long-range international flight leg of sixteen hours (16:00) will have:

i. A scheduled on-duty period (including sign-in and debrief) of seventeen hours and thirty minutes (17:30);

ii. An actual on-duty limit duty-period of seventeen hours and thirty minutes (17:30) plus three (3) hours (includes any operational fuel landing).

**(3) Non-Stop Exception.** A duty period containing extended-long-range 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.

### **L. ON-DUTY PERIODS – REPORT/DEBRIEF <sup>14</sup>**

A duty period shall commence at the time the Flight Attendant reports for duty prior to flight, or the reporting time required by the Company, whichever is later, and shall continue until the termination of the post-flight period specified by the Company, which shall be not less than fifteen (15) minutes for a

Domestic sequence or thirty (30) minutes for an International sequence. The required reporting time shall be not less than one (1) hour (thirty [30] minutes if deadheading) before the scheduled departure time.

#### **M. DUTY ALOFT LIMITATION <sup>15</sup>**

**1. Domestic Trip Sequences.** Duty aloft, including sign-in and debrief, shall not exceed the on-duty limitation.

#### **2. International Trip Sequences <sup>16</sup>**

**a. Non-Long-Range Flying.** On trip sequences not containing long-range-flying/extended-long-range flying, a Flight Attendant shall not be scheduled for duty aloft for more than twelve (12) consecutive hours in any twenty-four (24) consecutive hours.

**b. Long-Range Flying/Extended-Long-Range Flying.** On trip sequences containing long-range flying/extended-long-range flying, a Flight Attendant may be scheduled for duty aloft in excess of twelve (12) consecutive hours in any twenty-four (24) consecutive hours provided such scheduled duty aloft conforms to the On-Duty Limitations of Long-Range Flying/Extended-Long-Range Flying covered by the provisions of Article 7.K.3.b.1-2. and the on board crew rest conforms to the provisions of Article 33.G. Flights Over Twelve (12) Hours to Fourteen Hours Thirty Minutes (14:30) Scheduled Flying Time (Long-Range-Flights), and Article 33.H. Flights Over Fourteen Hours Thirty Minutes (14:30) Scheduled Flying Time (Extended-Long-Range Flights).

#### **N. REST PERIODS AT HOME BASE STATION**

**1. Domestic Trip Sequences: Rest Periods At Home Base Station.** In no case may an on-duty period be broken at the Flight Attendant's home base station by an off-duty period of less than eleven (11) hours regularly scheduled, twelve (12) hours for reserves. <sup>17</sup>

#### **2. International Trip Sequences: Rest Periods At Home Base Station. <sup>18</sup>**

**a. Twelve (12) Hour Rest.** A twelve (12) hour rest period, free of all duty, shall be given after the completion of a trip sequence. This twelve (12) hour rest period may be reduced by two (2) hours in actual operations.

**b. Fourteen and One-Half (14:30) Hour Rest Period.** A fourteen and one-half (14:30) hour rest period, free of all duty, shall be scheduled to be taken after the completion of each scheduled trip sequence containing a non-stop leg in excess of seven (7) hours flight time.

**c. Thirty-Six (36) Hour Rest Period.** A thirty-six (36) minimum hour rest period, free from all duty, shall be scheduled to be taken after completion of each scheduled trip sequence containing long-range flying over twelve (12) hours but not more than fourteen hours and thirty minutes (14:30).

**d. Forty-Eight (48) Hour Rest Period.** A forty-eight (48) minimum hour rest period, free from all duty, shall be scheduled to be taken after completion of each scheduled trip sequence containing extended-long-range flying in excess of fourteen hours and thirty minutes (14:30).

**e.** At Flight Attendant option, the minimum rest period provided in M. 2. or c. or d. above may be reduced. However, in no event will the actual minimum rest period following a trip sequence containing long-range or extended-long-range flying be less than 24 hours. This provision is not applicable for a rest period scheduled to be taken wholly during a reserve month,

or which commences in a regular month and extend into a reserve month. Such scheduled rest is not reducible.

f. When awarding monthly trip selections for the following month, the full unreduced rest provisions provided in 1. through 2. above will be considered in the application of Article 9 Bid Denials for long-range and extended flying.

## **O. LAYOVER REST PERIODS <sup>19</sup>**

### **1. Domestic <sup>20</sup>**

**a. Scheduled/Actual Rest.** Layover Rest Periods Scheduled for at Least Nine (9) Consecutive Hours. Layover rest may be reduced to no less than eight hours twenty minutes (8:20) provided that a subsequent rest period of at least ten (10) consecutive hours of compensatory rest is scheduled to begin no later than twenty-four (24) hours after the beginning of the reduced rest period and must occur between the completion of the scheduled duty period and the commencement of the subsequent duty period.

b. Notwithstanding paragraph a. above, the Company agrees to build trip sequences to not less than nine hours (9) scheduled layover rest.

c. Flight Attendant rest may however, be reduced to no less than eight hours twenty minutes (8:20) in actual operation in accordance with the provisions of paragraph a. above, and with the intent to provide "eight (8) hours behind the door" minimum rest.

### **2. International <sup>21</sup>**

**a. On-Duty Periods Up To Fourteen (14) Hours.** Layover rest periods must be scheduled for at least nine (9) consecutive hours. Flight Attendant rest may, be reduced to no less than eight (8) hours plus scheduled round trip travel in actual operation in accordance with the provisions of paragraph 1. above provided that a subsequent rest period of at least ten (10) consecutive hours of compensatory rest is scheduled to begin no later than twenty-four (24) hours after the beginning of the reduced rest period and must occur between the completion of the scheduled duty period and the commencement of the subsequent duty period.

**b. On-Duty Periods Over Fourteen (14) Hours, and Up To Twenty (20) Hours.** Layover rest periods scheduled for at least twelve (12) consecutive hours may be scheduled or reduced to no less than ten (10) consecutive hours provided that a subsequent rest period of at least fourteen (14) consecutive hours of compensatory rest is scheduled to begin no later than twenty-four (24) hours after the beginning of the reduced rest period and must occur between the completion of the scheduled duty period and the commencement of the subsequent duty period.

If the scheduled rest above is reduced, the Flight Attendant may not be scheduled for a duty period of more than fourteen (14) hours during the twenty-four (24) hour period commencing after the beginning of the reduced rest period.

**c. International Premium Experience (IPE) Trip Sequences.** The Company shall build IPE trip sequences with no less than ten hours thirty minutes (10:30) scheduled layover rest. Flight Attendant rest may be reduced to no less than ten (10) hours in in actual operation.

## **P. REQUEST TO DEADHEAD AND EXCEED ON-DUTY LIMITATION <sup>22</sup>**

Where a Flight Attendant flies from A to B, and due to the on-duty limitation must be scheduled to lay over and then deadhead from B to A, such Flight Attendant may request that s/he be permitted to deadhead home in the first duty period, and the Company may, if it chooses, permit her/him; provided, however, that the departure time of such deadhead is within the actual on-duty limitation. However, s/he

shall be paid and credited for the scheduled second duty period in lieu of the extension of the first duty period.

1. A Flight Attendant electing to waive her/his on-duty limitation to deadhead home early may, at her/his option, waive the legal at-home rest following the originally scheduled deadhead flight(s) and be scheduled instead for legal at-home rest according to the actual deadhead flight(s). If, by such a waiver, a Flight Attendant becomes legal and available for a sequence from which s/he had been removed due to an illegality related to the original deadhead flight(s), e.g., legal break, Crew Schedule will, at Flight Attendant request, restore said sequence to the Flight Attendant activity record, if such requested sequence is still available.<sup>23</sup>

2. In no instance will a Flight Attendant receive less than the applicable minimum legal at-home rest following her/his sequence as actually flown, including deadheading.

#### **Q. DUTY-FREE PERIODS<sup>24</sup>**

1. A regularly scheduled Flight Attendant shall receive ten (10) twenty-four (24) hour periods free of all duty with the Company at her/his home base station during each contractual month. Such duty-free periods shall be preplanned and indicated on the monthly trip selection and may be scheduled separately or in any given multiples. These duty-free periods shall be separated by not less than twenty-four (24) hours.

2. **Duty Free Period Waiver.** A regularly scheduled Flight Attendant will be permitted to waive no more than two (2) duty-free periods at her/his option.

#### **R. RESCHEDULING OF DUTY-FREE PERIODS<sup>25</sup>**

1. In the event reserve coverage, as provided in Article 10, does not provide the required coverage at a base to protect the Company's operation and other means of protection which are normally used have been exhausted, the Company may, in accordance with the Order of Open Time Coverage provided in Article 9.L., change a Flight Attendant's duty-free period.

2. Changes in duty-free periods may also be required as the result of operational necessity, i.e., cancellation away from base, rescheduling away from base, etc.

3. A Flight Attendant may change her/his duty-free period(s).

4. The Company may, with the consent of the Flight Attendant, change one (1) or more duty-free period prospectively for purposes of assigning such Flight Attendant to training.

5. After the beginning of the month when a change in a duty-free period occurs, such changes will involve only increments of twenty-four (24) hours. Such duty-free period must be rescheduled prospectively, as follows:

a. The rescheduling of a twenty-four (24) hour duty-free period may be, prospectively, joined with another twenty-four (24) hour duty-free period, or multiple twenty-four (24) hour duty-free periods. If such combining would be in conflict with a regularly scheduled trip or available day(s), such twenty-four (24) hour duty-free period shall be scheduled separately.

b. If a multiple duty-free period is to be moved, and such multiple duty-free period cannot be combined with an existing duty-free period, or scheduled separately without conflict with a regularly scheduled trip or available day(s), such multiple duty-free period shall be separated into increments of twenty-four (24) hours and scheduled, as provided in a. above.

#### **S. CONTACT WITH COMPANY: DAYS OFF/VACATION<sup>26</sup>**

1. No Flight Attendant shall be required to keep the Company advised of her/his whereabouts during the off-duty periods as provided in paragraph Q. of this Article and Article 10 Reserve Duty Free Periods of this Agreement, or during the period while on scheduled vacation.

2. Should a Flight Attendant leave her/his normal contact on an unscheduled day off, s/he is not required to notify the Company and leave her/his contact.

3. A regularly scheduled Flight Attendant on a duty-free period or an unscheduled day off is subject to a trip assignment in accordance with the provisions of the Order of Open Time Coverage of Article 9.L., however, such Flight Attendant is under no obligation to hold herself/himself available.

4. A regularly scheduled Flight Attendant shall not be required to return from her/his vacation until the time s/he is required to report to Crew Schedule in time to cover her/his next scheduled trip.

**T. NOTIFICATION OF DEPARTURE/DELAY/CANCELLATION <sup>27</sup>**

The Company shall maintain a standard method of notifying Flight Attendants of the scheduled departure time of their trips. When the scheduled departure time is appreciably delayed, Flight Attendants shall be notified as far in advance as is practicable, consistent with the circumstances. At originating stations, every effort shall be made to promptly notify Flight Attendants of any cancellation, delay or deferment of their trips. Refer to Article 9.N. for additional information regarding delay notification.

**U. CALL-OUT LIMITATION <sup>28</sup>**

A Flight Attendant who reports to the airport for a specific flight assignment, but who does not fly, shall not be required to remain at the airport in excess of four (4) hours without being given another flight assignment to be performed within the same on-duty period.

**V. FLIGHT TIME CREDIT FOR TRIPS NOT FLOWN <sup>29</sup> [#]**

For purposes of computing maximum monthly flight time limitations under this Article, a Flight Attendant who holds a monthly trip selection award shall be credited with the scheduled flight time plus credited time as provided in Article 8 of this Agreement, of the trip or trips s/he was scheduled to fly when such Flight Attendant misses such trip or trips because of vacation, sick leave, training, special assignment, authorized leave of absence, suspension, or displacement by a supervisor, instructor, or other authorized personnel. Replacement Flight Attendants with available days shall receive three hours fifty-three minutes (3:53) of flight time credit for each such available day.

**W. TERMINATION AT CO-TERMINAL STATION <sup>30</sup>**

If termination at the Flight Attendant's home base station is at a co-terminal other than her/his original point of departure, there shall be added one (1) hour to the on-duty period for the purpose of allowing for the use of Company furnished transportation. However, this hour shall not be construed to be a part of the on-duty period for purposes of Article 7.K. or Article 8 of this Agreement.

**X. DEFERRED FLIGHTS <sup>31</sup>**

If after sign-in, a trip sequence is deferred overnight at a Flight Attendant's base, and it is the Company's intent to have the Flight Attendant fly the deferred trip sequence, the following procedure will apply:

1. If the Flight Attendant receives less than home base rest, s/he must have a minimum of layover rest (for International Flight Attendants, International home-base rest if it is greater than layover rest) and the Flight Attendant will be entitled to a hotel, expenses and flight time pay and flight time credit in accordance with Article 8.F., beginning at sign-in on the first day of the scheduled trip sequence. Flight



time pay and flight time credit in accordance with Article 8.E. will be calculated beginning at sign-in for the deferred departure on the second day.

2. If home base rest is provided, the Flight Attendant may request call-out pay in accordance with Article 8.C. and decline the hotel and expenses described above. In such case, the expenses as well as the flight time pay and flight time credit will be calculated based on the sign-in time for the deferred departure on the second day.

3. If a trip sequence is deferred overnight and the deferred departure does not provide the Flight Attendant with a minimum of layover rest, the Flight Attendant will be illegal for the deferred departure the following day and will receive call-out pay in accordance with Article 8.C. In this situation, the Flight Attendant will also be subject to the provisions of Article 9.P.