

October 18, 2014

Laura R. Glading, National President
Association of Professional
Flight Attendants
1004 W. Eules Blvd.
Eules, TX 76040-5018

Dear Laura:

In the event of a successful ratification of the Tentative Agreement reached between the Company and the APFA (“the TA”), the Company and the APFA agree to the following modifications of the Agreement:

The provisions of the letter will be implemented for LUS Flight Attendants as soon as practicable. Depending on programming restraints, the forty (40) hour limitation may be removed on the Electronic Trade Board “ETB” and/or the Iterative Scheduling Adjustment Process “ISAP” transactions. Once the forty (40) hour limitation is removed on either ETB or ISAP, the following provisions shall apply for LUS Flight Attendants. As it relates to the forty (40) hour limitation, the LAA Flight Attendants will continue to follow the provisions of their agreement until Trip Trade System “TTS” and ETB implementation, and thereafter the following provisions shall apply:

1. The scheduling limitation of forty (40) hours will be removed from TTS and ETB. A Flight Attendant will be allowed to drop to zero (0) hours in a month within the constraints of the system and the provisions of the contract.
2. The forty (40) hour floor for the Electronic Trade Board Section 10, G.3.b shall be removed and a Flight Attendant shall be allowed to trade or drop trips on ETB consistent with the terms of the Agreement down to zero (0) hours.
3. The forty (40) hour floor on the Trip Trade System (TTS) (Section 10.E.3.b., 10.E.3.e.) shall be eliminated provided the JSIC and the Company may agree to institute a TTS minimum if it is determined necessary to allow sufficient flexibility in dropping trips within the TTS system consistent with the terms of the Agreement.
4. Section 10.O.2. shall be modified to eliminate under projection.
5. Section 9.D.1. shall be modified to eliminate the forty (40) hour requirement to provide sick leave. A Flight Attendant who reports sick/FMLA without having adequate sick time to cover such sick/FMLA period will not accrue sick or vacation for the month, should the period of unavailability including the total number of sick days and the off days in between the sick calls, be such that the Flight Attendant is not available fifteen or more days in the month.
6. In order to accrue sick and vacation for the calendar year a Flight Attendant will be subject to a 480 hour sick and vacation threshold requirement in a calendar year, or an average of forty (40) hours

per active month. In order to maintain employment with the Company a Flight Attendant will be subject to a 204 hour employment threshold requirement in a calendar year, or an average of seventeen (17) hours per active month. The measurement period is January 1 through December 31. All paid hours in an active month will count towards the 480 hour sick and vacation threshold and the 204 hour employment threshold.

7. If it is determined a Flight Attendant has not accrued 480 hours as of December 31, she/he will not accrue sick or vacation for the past calendar year and her/his sick and vacation accounts shall be adjusted accordingly. If the Flight Attendant does not have a sufficient sick leave account she/he will not accumulate sick leave the following year until the deficit has been corrected. If the Flight Attendant separates from the Company prior to resolving the deficit, his/her final pay will be adjusted to accommodate the sick leave deficit. A Flight Attendant who fails to meet the employment threshold will be separated from the Company.
8. A Flight Attendant has a personal threshold depending on the number of months she/he is active. For every month a Flight Attendant is active, the sick and vacation threshold will be forty (40) hours and the employment threshold will be seventeen (17) hours.

For example, a Flight Attendant active for eleven (11) months in a calendar year will have a threshold of 440 paid hours for sick and vacation accrual and 187 paid hours for the employment threshold.

9. An active month is when a Flight Attendant is in an accruing status for at least fifteen (15) days.
10. An inactive month is when a Flight Attendant is on a non-accruing absence, such as unpaid sick or an unpaid leave of absence, for more than fifteen (15) days in a month. Such unpaid sick days will include days associated with the trip and any days off in between the absences without a return to flying.
11. For every month a Flight Attendant is inactive for more than fifteen (15) days in a month as a result of an unpaid absence, including a VLOA (bid leave) removal, the sick and vacation threshold will reduce by forty (40) hours and the employment threshold will reduce by seventeen (17) hours and any hours paid in that month will not contribute to paid hours. Unpaid absences, including VLOA (bid leave), will have the threshold reduced by each month in such status. Nothing in this Letter of Agreement modifies the provisions in the Tentative Agreement regarding the accrual of sick or vacation in any given month, i.e. a Flight Attendant will not accrue sick and vacation for the month she/he is in an inactive status, but provided she/he meets her/his annual personal threshold for the remaining months, she/he will accrue for such active months.

For example, a Flight Attendant on an unpaid Sick Leave of Absence for two (2) months will have their minimum sick and vacation threshold requirement reduced by 80 hours (40 hours x 2 months) and the employment threshold by 34 hours (17 hours x 2 months). Assuming the Flight Attendant is active for the rest of the year her/his threshold will be 400 hours for sick and vacation; and 170 hours for employment.

12. This offer is contingent upon successful ratification of the Tentative Agreement. In the event the Tentative Agreement is not ratified, this Letter of Agreement (LOA) will be withdrawn and the parties agree the provisions of this LOA will not be presented to the interest arbitration panel. Neither APFA nor the Company shall refer to this LOA or any communications referencing this LOA in the interest arbitration.

Sincerely,

Cindi Simone
Managing Director
Labor Relations

Agreed to by:

_____ Date _____
Laura R. Glading, National President
Association of Professional Flight Attendants

cc: Paul Jones
Lucretia Guia
Michelle Peak