

**AMERICAN AIRLINES  
FLIGHT ATTENDANT AGREEMENT**

**Between**

**AMERICAN AIRLINES, INC.**

**and**

**THE ASSOCIATION OF PROFESSIONAL  
FLIGHT ATTENDANTS**

**DECEMBER 13, 2014**

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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 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 Union 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 Union 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 Union, 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 Union 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 Union Merger Policy if both pre-transaction flight attendant groups are represented by the Union 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 Union 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 Union, nor any Successor to the Company or Union, 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 Union 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”** 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. **“Charter”** means an off-line or on-line flight that is not a regularly scheduled flight.
- F. **“Co-Terminals”** as used in this Agreement shall mean:
1. Kennedy/Newark/La Guardia
  2. Midway/O'Hare
  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
  8. Tampa/St. Petersburg
- \*Ground transportation, if requested, will be provided from/to LAX for any operation involving sequences originating and terminating at the prescribed co-terminals.
- For any city not presently served by the Company, "co-terminals" shall mean two (2) or more airports serving the same metropolitan area.
- G. **“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.
- H. **“Crew Base”** means the location designated by a certificate holder where a Flight Attendant normally begins and ends her/his duty periods, also known as the Flight Attendant's Home Base.
- I. **“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 her/his crew base, or otherwise positioning a Flight Attendant for Company business.
- J. **“Diversion”** “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.

- K. **“Domestic Flight”** is defined as a Flight that operates within the contiguous forty-eight (48) states and Canada and Alaska.
- L. **“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.
- M. **“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 as follows.
1. All Domestic flights shall report one (1) hour before scheduled departure and continue until fifteen (15) minutes after the actual arrival.
  2. All NIPD flight segments as defined in Paragraph GG shall report one (1) hour before scheduled departure and continue until thirty (30) minutes after the actual arrival.
  3. All IPD flight segments as defined in Paragraph Y shall report one (1) hour and fifteen (15) minutes before scheduled departure and continue until thirty (30) minutes after the actual arrival.
  4. The report and release times also apply to deadhead flight segments.
- N. **“Duty Rig”** is a guarantee for each on-duty period that will pay and credit one hour for every two hours of actual on-duty time prorated on a minute by minute basis of actual on-duty time.
- O. **“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.
- P. **“Extended-Long-Range Flying”** is defined as any International duty period which has a scheduled International segment in excess of fourteen (14) hours and thirty (30) minutes block.
- Q. **“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.
- R. **“Flight Attendant”** as used in this Agreement shall include both male and female 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.
- S. **“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).

- T. **“Golden Days”** are scheduled days off in Reserve lines that may not be moved without the mutual consent of the Reserve and the Company.
- U. **“Home Base Rest”** means the period of time at a Flight Attendant’s crew base between two (2) sequences/assignments.
- V. **“Home Base Time (HBT)”** means the actual time in the Crew Base to which a Flight Attendant is assigned.
- W. **“Injury on Duty (IOD)”** is an occupational illness or injury sustained while on duty, as described in Injury on Duty, Section 27.
- X. **“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.
- Y. **“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.
- Z. **“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.M.
- AA. **“Layover” or “RON”** means the period of time between duty periods within a trip sequence.
- BB. **“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 her/his line of time, the position selection provisions of Scheduling, Section 10.S shall apply.
- CC. **“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).
- DD. **“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).
- EE. **“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 thirty (30) minutes block.

- FF. **“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 not be scheduled or rescheduled for more than fourteen (14) hours, but not to exceed fifteen (15) hours.
- 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 FF.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 Union regarding applying such changes to Flight Attendants on the same applicable date(s).
- HH. **“Non-International Premium Destination (NIPD)”** is International flying that does not meet the definition of International Premium Destination Flying.
- II. **“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.
- JJ. **“On-Duty All Night (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).
- KK. **“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.).
- LL. **“Over Water Operations”** means all Company certificated routes or charter operations on which the FAA regulations require over water equipment.
- MM. **“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.
- 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 she/he 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 her/his last segment of the sequence, she/he 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”** 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. **“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.
- TT. **“Satellite Operation/Base”** “Satellite Operation” 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.
- UU. **“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 Regulation (FAR).
- VV. **“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.
- WW. **“System Irregular Operations (IROPS)”** means irregular operations which must be declared by the Director of Crew Schedule or her/his 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.
- XX. **“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.
- YY. **“Trip”, “Trip Sequence” or “Sequence”** means a series of flight segments that fall between report time and release at the crew base.
- ZZ. **“Trip Hours/Time Away From Base”** 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 her/his 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/NIPD) / thirty (30) (IPD) after actual arrival at her/his crew base for a minimum required rest period. The one (1) hour (Domestic/NIPD) / one (1) hour and thirty (15) minutes (IPD) after the actual arrival shall also apply to deadheading (by air or surface).

- AAA. **“Trip Trade System (TTS)”** is a seniority based, automated daily bidding system that allows Flight Attendants to adjust their monthly schedule.
- BBB. **“Turn”** means a single duty period sequence which begins and ends at a Flight Attendant’s crew base.
- CCC. **“Union”** as used in this Agreement shall mean the Association of Professional Flight Attendants-APFA.
- DDD. **“Unsuccessful Bidder’s List”** is a list of Lineholders who elect to be passed to Daily Scheduling because her/his bid was not awarded in TTS. The Unsuccessful Bidder’s List shall be used by Crew Schedule for processing of open time after TTS awards are completed. A Flight Attendant may elect to be removed from the Unsuccessful Bidder’s List.

**SECTION 3 - COMPENSATION**

A. Effective the first day of the bid month following Date of Signing (DOS), 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				
	1/1/15	1/1/16	1/1/17	1/1/18	1/1/19
1st Year	\$22.62	\$23.07	\$23.53	\$24.00	\$24.72
2nd Year	\$24.06	\$24.55	\$25.04	\$25.54	\$26.30
3rd Year	\$25.83	\$26.34	\$26.87	\$27.41	\$28.23
4th Year	\$27.34	\$27.88	\$28.44	\$29.01	\$29.88
5th Year	\$30.32	\$30.93	\$31.55	\$32.18	\$33.14
6th Year	\$35.75	\$36.47	\$37.19	\$37.94	\$39.08
7th Year	\$38.66	\$39.44	\$40.22	\$41.03	\$42.26
8th Year	\$39.77	\$40.56	\$41.37	\$42.20	\$43.47
9th Year	\$41.15	\$41.97	\$42.81	\$43.66	\$44.97
10th Year	\$42.73	\$43.58	\$44.45	\$45.34	\$46.70
11th Year	\$44.02	\$44.90	\$45.80	\$46.71	\$48.12
12th Year	\$45.84	\$46.76	\$47.70	\$48.65	\$50.11
13th Year	\$50.17	\$51.17	\$52.20	\$53.24	\$54.84

**B. MINIMUM MONTHLY GUARANTEES**

1. Each Lineholder shall receive a seventy-one (71) hour guarantee at her/his 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 her/his credited hours below seventy-one (71) hours shall have her/his applicable guarantee reduced accordingly.
3. Each Reserve shall receive a seventy-five (75) hour guarantee at her/his hourly rate.
4. A Flight Attendant who is in active service for less than one (1) full month shall have her/his 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.

$75 \div 30 \text{ day month} = 2.5$      $75 \div 31 \text{ day month} = 2.42$

**C. PURSER, LEAD, AFT AND GALLEY POSITION PREMIUM PAY**

Aircraft Type	DOMESTIC				INTERNATIONAL			
	Lead	Purser	Aft	Galley	NIPD Lead	IPD Purser	Aft	Galley
E190	\$1.25				\$1.25			
B737-800/900	\$2.50				\$2.50			
A319/A320	\$2.50				\$2.50			
MD80	\$2.50				\$2.50			
A321	\$3.25				\$3.25			
A321T	\$3.25	\$4.75*		\$1.00**				
B757	\$2.75		\$1.00		\$3.75	\$5.75	\$1.75	
B767	\$3.25			\$1.00**	\$6.50	\$7.50	\$1.75	\$1.00
B777	\$3.25	\$5.75*		\$1.00**	\$6.50	\$7.50		\$1.00**
B787	\$3.25		\$1.00		\$6.50	\$7.50		\$1.00**
A330	\$3.25		\$1.00		\$6.50	\$7.50	\$1.75	\$1.00
A350	\$3.25		\$1.00		\$6.50	\$7.50		\$1.00**

NOTE: Rates shown are per hour.

All Purser positions require a Purser qualification.

\*3-class Transcon only (if non-qualified Purser, premium rate is \$3.75)

\*\* 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

**D. 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) of 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.

**E. 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.

**F. 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.

**G. 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 released from jury duty after 1200, she/he shall be eligible for pay protection at the daily rate for the following day (assuming the sequence that was given up was operated on such date) but not thereafter.
4. A Lineholder who is serving on jury duty for a full month will be paid to her/his 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 her/his applicable monthly guarantee, and in no case more than her/his applicable monthly maximum.
5. If, through any combination of a Flight Attendant's scheduled duty with the Company and jury duty, she/he is not provided with at least one (1) calendar day off in seven (7), such Flight Attendant shall have the right to move her/his scheduled day(s) off as necessary to provide the required minimum one (1) day off.

#### **H. DRUG TESTING**

A Flight Attendant will be paid fifteen dollars (\$15.00) for each random drug or alcohol test she/he is required to undergo after her/his release from duty. There will be no credit associated with the test or the payment.

#### **I. 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 her/his 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 her/his language skills.

#### **J. HOLIDAY PAY**

In addition to all other compensation, a Flight Attendant working on a sequence or serving Reserve Standby duty, which touches a "Compensated Holiday", i.e., Thanksgiving Day, December 25<sup>th</sup> (Christmas Day) and/or January 1<sup>st</sup> (New Year's Day), shall be paid seventy-five dollars (\$75.00) per holiday.

## **K. 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, Aft, Galley, Speaker, CRAF or International premiums. Flight Attendants will receive each applicable Purser, Lead, Aft, Galley, Speaker, CRAF and International pay premium for vacation hours only if the credit hours in her/his 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, 100% Aft, etc.

## **L. 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 D.

### **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 D.

- 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.

#### **M. 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 D.

#### **N. MONTHLY METHOD OF PAY**

1. Flight Attendants shall be paid semimonthly (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 or pay card 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 her/his pay through pay card or direct deposit to the financial institution of her/his 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, pay cards 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 P.

#### **O. 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 her/his 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 issued through a special check, if requested, and mailed to the Flight Attendant by U.S. Mail, within five (5) days following resolution of the matter. Upon

request, the Flight Attendant may make arrangements to pick up a payroll card at a crew base or a check at the Corporate payroll office.

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, a special check or pay card will be issued if requested, and forwarded to the Flight Attendant by overnight mail, except where the shortage is due to the Flight Attendant's negligence or mistake. Upon request, the Flight Attendant may make arrangements to pick up a payroll card at a crew base or a check at the Corporate payroll office.
4. Paragraph O.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.

**P. OVERPAYMENTS**

1. If a Flight Attendant is overpaid, her/his 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 she/he was overpaid.
  - c. Reimburse the Company through payroll deductions spread 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 her/him and review the payroll records substantiating the overpayment.

Q. Flight Attendants shall be transitioned to the payroll schedule specified in this Section. Such Flight Attendants will be given a minimum of ninety days' notice prior to the bid month of the transition. The Company and the Union will meet and discuss an orderly process for the payroll transition.

**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
1 /1/2015	\$2.10	\$2.40
1/1/2017	\$2.15	\$2.45
1/1/2019	\$2.20	\$2.50

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

Examples:

- a. CLT-PHL-BDA: The PHL-BDA segment would pay International expenses.
  - b. MIA-GIG-MIA: All segments would pay International expenses.
3. A Flight Attendant assigned to training away from her/his crew base shall be paid expenses for meals at the above rates per hour for all hours away from her/his 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 her/his 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 her/his 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 her/his crew base at the end of the assigned sequence.

**B. SPECIAL**

1. A Flight Attendant assigned by the Company to duty away from her/his 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 Flight Service 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 to Flight Attendants working an International Premium Destination (IPD) sequence originating at PHL and/or CLT. Such meals will be the same as those provided to the Pilots working the flight.
2. 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 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 her/his 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 she/he was furloughed shall be paid moving expenses if she/he accepts the first recall to which she/he is eligible.
5. If a Flight Attendant on a leave of absence, or any inactive status, would have otherwise been entitled to a paid move, she/he 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 she/he is being transferred. Expenses will be provided as specified in Paragraph D.5. 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, or service station odometer vouchers. 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 her/his 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.

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 a Flight Attendant with five (5) consecutive calendar days free of all duty, three (3) days of which shall be paid and credited at the value of a variable minimum day as specified in Hours of Service, Section 11, for the purpose of relocating. A Flight Attendant claiming settling days will not be eligible for any premium pay. A Lineholder shall not be responsible for making up any lost time due to trips missed that were dropped from the Flight Attendant's line, including any adjustments made prior to the award of settling days.
2. The request for settling days pursuant to Paragraph D.1 must be made in advance to Crew Schedule and the Company will honor the five (5) days requested by the Flight Attendant, provided adequate reserve coverage is available on such days.

3. 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.
4. 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.5 will be paid until such five (5) consecutive calendar days free from all duty are given.
5. Settling and en-route expenses will consist of reasonable actual expenses, when substantiated by receipts for a Flight Attendant and her/his family members incurred for meals, lodging and telephone calls. Extraordinary expenses will be allowed as circumstances indicate.
6. The provisions of Paragraphs D.1 through D.5 shall not be utilized to reduce subsequent days off.

#### **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. A Flight Attendant who has been granted a Company paid move prior to the date of signing of this Agreement shall be governed by the provisions of the applicable collective bargaining agreement in effect at the time the Flight Attendant became eligible for the Company paid move.
5. When mutually agreeable, the above limitations may be extended due to unusual circumstances.
6. In the event a Flight Attendant becomes eligible for moving expenses under this Section more than one time prior to exercising her/his 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, she/he shall notify the Company which of the displacement events for which she/he is eligible in accordance with Paragraph A shall be used for expense reimbursement under Paragraph E.

#### **F. VOLUNTARY TRANSFERS**

1. A Flight Attendant transferred from one crew base to another at her/his own request or as a result of a priority return will bear her/his 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.
2. Upon Flight Attendant request, the Company shall provide a Flight Attendant who voluntarily

transfers to another crew base with five (5) consecutive calendar days free of all duty for the purpose of relocating. Such settling days shall be provided subject to coverage requirements, but shall not be subject to payment for time lost or any expenses incurred.

#### **G. NEW HIRES**

Upon completion of initial Flight Attendant training and until five (5) consecutive settling days, as provided in Paragraph D.1 are completed, the Company shall provide Flight Attendants with the following:

1. Acceptable hotel accommodations in accordance with Crew Accommodations, Section 6.
2. 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.

#### **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 her/his 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. UNION 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 her/his 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 ten (10) 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 her/his designee) will meet to attempt to agree on a facility. If the Company and the APFA National President (or her/his 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 Union Hotel Committee Chairperson, or her/his designee, shall be released from duty to inspect any hotels contemplated under this Section. When the Company requests that a Union Hotel 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 and the Hotel Committee member shall be provided with positive space on-line transportation to conduct the hotel inspection. Otherwise, the Union shall be responsible for the Hotel Committee member's flight pay loss. The Company shall provide positive space transportation for one (1) Union Hotel Committee member for all hotel inspections.

## **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 Union 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 Union 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 and ironing-boards;
  - e. Free 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. If a hotel with an existing contract is undergoing renovation or construction, the Union Hotel Committee and the Company will, upon request of the Union, meet to determine the suitability of the hotel in situations where the renovation interferes with crew rest or safety.
  6. Flight Attendants will be offered the same hotel list as Pilots unless the Union Hotel Committee objects to a particular hotel, in which case Paragraph B.3 will apply.

### **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 Schedule, 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. 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 she/he is 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 her/his 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 her/his 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 her/his assigned hotel, she/he must advise Crew Schedule no later than one (1) hour after the release time of the duty period and must provide a contact number where she/he can be reached. This provision will only apply to destinations outside the contiguous United States as long as a toll-free number is provided for those destinations. If a toll-free number is not provided, the Flight Attendant must notify another crew member on the sequence.
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, and telephones.
3. The Company will consult with the Union Hotel Committee 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 her/his initial set of required uniform items:

1. FEMALE – REQUIRED UNIFORM LIST

Jackets (2)  
Short Sleeve Jacket (1)  
Sweaters (2) (Choice of Cardigan and/or Shell)  
Bottoms (4) (Choice of Skirts, Pants or one-piece Dress, if applicable)  
Tops (5) (Choice of Long and Short Sleeve Shirts or Dress Top)

Serving Garment (2)  
Leather Belt with Buckle (1)  
Neckwear (2)  
All-Weather Coat (1) \*\*  
Lightweight Raincoat (1) \*\*  
Flight Tote Bag (1)  
Luggage (1) 22 inch Expandable Rollaboard

Wings (2) \*

2. MALE – REQUIRED UNIFORM LIST

Jackets (2)  
Sweaters (2) (Choice of Cardigan and/or Mock Turtleneck)  
Vest (1)  
Trousers (4)  
Shirts (5) (Choice of Long and Short Sleeve Shirts)

Tie (2) (clip-on optional)  
Serving Garment (2)  
Leather Belt with Buckle (1)  
All-Weather Coat (1) \*\*  
Lightweight Raincoat (1) \*\*  
Flight Tote Bag (1)  
Luggage (1) 22 inch Expandable Rollaboard

Wings (2) \*

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

\*\*The parties may mutually agree to substitute an All Season Coat for the All Weather Coat and Lightweight Raincoat

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 her/his 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, beginning in January 2017, 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.

**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 her/his 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 loan two (2) maternity uniforms to a pregnant Flight Attendant who is unable to wear her regular uniform. Such Flight Attendant may choose from maternity outfits, e.g., tops, slacks, or dress. Maternity uniforms shall be returned to the Company cleaned and pressed within

sixty (60) days after the commencement of the maternity leave of absence. Absent mitigating circumstances such as bed rest recommended by a physician, if a Flight Attendant does not return the maternity uniforms by the deadline and in the condition specified, the cost of the uniforms will be payroll deducted. The Flight Attendant will be notified in writing of this requirement at the time the leave commences. The Company will make maternity blouses available for purchase.

- 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 her/his uniform when deadheading. A deadheading Flight Attendant must comply with Company regulations with regard to non-revenue attire in the applicable class of service.
- L. A Flight Attendant will be allowed to wear the current Union emblem or pin on her/his uniform while on duty.
- M. A Flight Attendant shall not be required to display her/his 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.
- 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, manual or Company ID stolen or damaged while on duty shall, upon prompt submission of a claim to her/his 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 dollars (\$20.00) per paycheck for the first twelve (12) months. The deduction will increase to fifty dollars (\$50.00) until the balance is less than four hundred dollars (\$400.00), and then will revert to twenty dollars (\$20.00) per paycheck. The Flight Attendant may elect to deduct a greater amount.
- 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. Minimum amount to be deducted per paycheck: twenty dollars (\$20.00). The Flight Attendant may elect to deduct a greater amount.
3. Flight Attendants will be provided with an invoice detailing the cost of each uniform item deducted from her/his 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 Union 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 Union Uniform Committee Chairperson or designee shall be allowed to attend meetings or presentations with any potential uniform vendor scheduled as part of the selection process. The Company shall consider the Union Uniform Committee's recommendations before changing uniform vendors. The Company will work with the Union 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 her/his 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:

Years of Active Service	Days per Year
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 her/his 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.

**B. VACATION PAY AND CREDIT**

1. Vacation days bid in the annual vacation process 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 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, Aft, 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 her/his preference for vacation periods up to the maximum of her/his accrual on or before March 7<sup>th</sup> based on her/his 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 her/his designee to provide the Union 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 her/his 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, she/he will only be able to bid a period of less than four (4) days in the secondary vacation bid if she/he has 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 her/his 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 she/he 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 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 her/his vacation following her/his projected separation date will be taken off her/his line effective the date of notification and placed in the next monthly vacation rebid following her/his 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 her/his vacation;

Example:

A Flight Attendant submits a notice on February 10<sup>th</sup> that her/his last date of employment will be June 1<sup>st</sup>. She/he 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 her/his 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 her/his doctor, the vacation will be placed in the vacation rebid. If the Flight Attendant is subsequently released by her/his doctor prior to her/his scheduled vacation, she/he 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 15<sup>th</sup>. On March 15<sup>th</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 her/his doctor and returns to work prior to the vacation, her/his 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 she/he 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 she/he has accrued vacation to bid for the following year. If the Flight Attendant does not bid in the primary or secondary vacation bids, she/he 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.
- 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 her/his doctor, the vacation will be placed in the vacation rebid. If the Flight Attendant is subsequently released by her/his doctor prior to her/his scheduled vacation, she/he 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 her/his 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 her/his 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 her/his return to duty.
- f. A Flight Attendant on a leave of absence may trade with another Flight Attendant provided her/his 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 her/his 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.



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. 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 with eighty percent (80%) of such vacation buyback allocated for Lineholders and twenty percent (20%) allocated for Reserves. If insufficient Reserves/Lineholders bid their respective buyback, the time will be awarded in seniority order to the other respective group. Such buyback shall be awarded prior to the opening of bidding. Any previously awarded vacation time will be removed as unplanned absences and such vacation time shall be paid as pay no credit.
3. A Flight Attendant making this election will fly the line she/he bid and was awarded unless she/he modifies her/his line pursuant to the Agreement.
4. The Flight Attendant will be paid pursuant to Paragraph A for the vacation day(s) at her/his applicable rate. This will not apply to her/his 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, she/he will be permitted to transfer her/his vacation dates without any change to the vacation matrix in the new crew base.

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

A Flight Attendant may, at her/his option, trade a vacation period(s), or portion thereof, with another Flight Attendant in her/his crew base provided both Flight Attendants submit the request through the ETB, by the eighth (8<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 her/his 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 notify Crew Schedule as soon as possible. Crew Schedule 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 her/his Flight Service 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 Schedule that the duration of her/his illness or injury is to last for more than one (1) day will not be required to notify Crew Schedule 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 she/he notifies Crew Schedule to the contrary. A Reserve who expects to be sick for an unknown duration will be required to advise Crew Schedule of her/his status prior to the commencement of each group of available-for-duty days.
4. A Lineholder may advise Crew Schedule that she/he will be unavailable on a trip by trip basis or, if known, may advise Crew Schedule of the expected date she/he will be available.

**C. SICK LEAVE ACCRUAL**

1. A Flight Attendant shall be considered available for the purpose of accruing sick leave if she/he is 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 sick leave for such month as follows:

Effective Date	LAA	LUS
1/1/2015	3.0 hours/month	4.5 hours/month
1/1/2016	3.5 hours/month	4.5 hours/month
1/1/2017	4.0 hours/month	4.5 hours/month
1/1/2018 and beyond	4.5 hours/month	4.5 hours/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.

- 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 her/his 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 she/he 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 her/his line of flying for each trip she/he is unable to report for duty because of illness or injury and her/his 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 her/his 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.19.d, excluding time picked up through the ETB.
  - b. A Lineholder will be restricted from flying over the period of time she/he reports 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 her/his original trip. With Crew Schedule's consent, a Lineholder shall have the option to request to rejoin the trip provided the trip passes through her/his crew base, and such request is made at the time of the initial sick call. If such request is granted by Crew Schedule, 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 Schedule to inform the Company that she/he is able to fly on remaining day(s) of the trip for which she/he had called in sick. With Crew Schedule's consent, a Lineholder who has called in well to Crew Schedule, may pick up a trip on TTS on days other than the first day of the trip she/he 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.

Example:

A Lineholder has a four-day trip starting on Thursday. The Lineholder calls in sick for the trip. She/he may call in well and with Crew Schedule'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. She/he may not call in well to pick up trips from TTS on Monday and Tuesday.

- d. A Lineholder who does not contact Crew Schedule to call in well or is not permitted to rejoin her/his trip or is restricted in accordance with the weekend/holiday restriction provisions of Paragraph D.1.c, to fly on days for which she/he reported sick will be restricted from flying over the period of time she/he reports 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 her/his 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 she/he reports sick and her/his sick bank will be reduced accordingly for each day of reserve availability she/he is unable to report for duty because of illness or injury. A Reserve will be charged 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) per day or trips missed, whichever is greater, for trips she/he has been awarded and/or assigned and subsequently reports sick. A Reserve with a sick bank balance that is insufficient to cover her/his sick call(s) will be considered unavailable for such day(s), including days off, until she/he 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 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) per day for each day she/he would have been utilized if the sick leave bank does not have the necessary accrued hours.

- d. The Reserve will be restricted from flying over the period of time she/he reports sick regardless of available sick bank. A Reserve, at her/his 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 Schedule to inform the Company that she/he is able to fly on remaining day(s) of the trip for which she/he had called in sick. With Crew Schedule'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 her/his 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 she/he is legitimately ill or injured. A Flight Attendant who uses sick leave for other than legitimate illness or injury may be 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 her/his 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 Flight Service approval, she/he will be provided positive space on-line travel, including carriers whose inventory is controlled by the Company, to her/his 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 her/his 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. Flight Service 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 Union 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 Schedule, Flight Service 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; and,
  - x. Any scheduling 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 Union 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 Union 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 Union agrees to keep this information confidential until informed.

### 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 Union'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. An individual flight segment may be crewed using different sequence numbers.

Example: 319/320/321. In this example, a sequence contains both Airbus 319 and 321. In this case, the Airbus 321 would be staffed with a "chaser" position and be on a separate Airbus 321 sequence.

- 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 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 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 duty period containing one (1) Domestic segment, one (1) Domestic segment and one (1) IPD, one (1) IPD, or two (2) IPD segments.

4. Sequence Review

- a. After the initial sequence solution is provided to the Union, the Union 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 JSC with sequences for initial sequence review
3 <sup>rd</sup> day of month one month prior to bid period at 1200 DFW	JSC initial sequence response due to Crew Schedule Planning
6 <sup>th</sup> day of month one month prior to bid period at 1200 DFW	JSC provided with sequences for final sequence review (Monthly)

- c. Crew Schedule Planning shall give due consideration to all changes suggested by the Union members of the JSC. Any sequence identified by the JSC 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, the Union members of the JSC 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 0600 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.13.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.13.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 Schedule and other Company contact telephone numbers; and,
  - j. Other information as agreed upon by the Union's National Scheduling Chair and the Company.
3. Concurrent with the electronic bid packages, in printable and downloadable format, the Company shall provide a reasonable number of printed sequence packages, along with printed copies of the information specified in Paragraph C.2 in all Flight Attendant crew bases. The number of printed sequence packages will be based on historical usage and will be enough to accommodate expected Flight Attendant usage. If the Company runs out of sequence packages, additional packages will be printed upon request. The times specified below shall be in Home Base Time (HBT). No sooner than twelve (12) months after the PBS implementation, the Company may substitute an electronic bid package for the paper bid package. 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 Union's National Scheduling Committee Chair and the Company.
4. Changes to the sequences will be made available to all Flight Attendants by computer file and by posting on the Flight Service website. The Company may make changes to the sequences up to twenty-four (24) hours prior to the PBS bid closing.
  5. 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.
  6. The monthly bid shall be processed according to the following schedule:

<b>Process</b>	<b>Deadline</b>
Training Bidding Opens	1 <sup>st</sup> day of contractual month prior no later than 0900 DFW
Recurrent Training Bidding Closes	6 <sup>th</sup> day of contractual month prior @ 0900 DFW
Training Award Publication	7 <sup>th</sup> day of contractual month prior no later than 0900 DFW
Vacation Buy Back Awards Posted	8 <sup>th</sup> day of contractual month prior to bid period at 0600 DFW
PBS Bidding Opens for new Month	10 <sup>th</sup> day of contractual month prior the bid period at 0900 DFW
PBS Bidding Closes	16 <sup>th</sup> day of contractual month prior the bid period @ 0900 DFW
PBS Award Official Publication	18 <sup>th</sup> day of contractual month prior to the bid period @ 0900 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 that the Company desires to change PBS vendors, vendor selection shall be made by mutual agreement of the parties.

2. A Joint Scheduling Implementation Committee (JSIC) shall be established upon ratification of this Agreement. Implementation and development of the PBS system, TTS, and implementation of Scheduling, Reserve and related sections shall be overseen by the JSIC.
  - a. The JSIC shall consist of three (3) Company members and three (3) Union members. The Union members of the JSIC will be considered full time and shall be available during normal business hours commencing at ratification through implementation of PBS (the first day of the bid period PBS is used for actual Lineholder and Reserve schedules following the period of required parallel bidding) plus three (3) months. Following the three (3) month period, the JSIC shall continue to meet to resolve any outstanding issues related to implementation of PBS and members shall be released with pay on an as needed basis. The Company will pay flight pay loss and reasonable lodging and expenses for the JSIC.
  - b. The Union members of the JSIC will be provided equal access to verify system settings, constraints and parameters and shall be afforded administrator access to the PBS system; and shall be provided any access to monitor the PBS runs. Upon request, the Scheduling Committee shall be provided with any data or reports readily available from PBS. Following PBS implementation, such information will be made available to the Union Scheduling Committee Chair or her/ his designee on an ongoing basis.
  - c. In the event a dispute arises as to whether PBS testing provides awards consistent with the Agreement, such dispute will be expedited to arbitration for resolution. PBS may be implemented by the Company without delay and the arbitrator will have authority to require prospective corrections necessary to provide awards consistent with the Agreement. The affected Flight Attendant will be made whole for contractual violations associated with the implementation of PBS which resulted in lost compensation the Flight Attendant normally would have earned without the error. The Arbitrator will have no authority to order the Company to cease utilizing PBS or otherwise delay or complete implementation. Additionally, the Company will be allowed continued use of the existing system until any required arbitrator changes can be implemented. The Company however, will implement any programming and/or administrative changes required in the award as soon as practicable and will not unreasonably delay the implementation of any required modifications. The hearing shall be conducted expeditiously and a decision will be rendered within sixty (60) from the date a panel is requested, unless mutually agreed otherwise.
  - d. The JSIC shall develop all required PBS and TTS procedure manuals, and training manuals. The JSIC shall be responsible for the oversight of a three (3) month parallel bidding process in each crew base for Flight Attendant familiarization with PBS. It is understood that because of operational and/or system interface issues, parallel testing may be different in each crew base, and the parallel bidding process may be extended upon agreement of the JSIC. Parallel bidding may commence in different bid periods and/or in different crew bases as determined by the Company.
3. 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 Union.
4. Costs of PBS

- a. The Company shall bear all expenses related to the initial start-up and subsequent “debugging” of 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.
5. The Company shall provide mandatory Company paid PBS training, governed by the provisions of Training, Section 29. Such training shall occur prior to the parallel bidding process. A Flight Attendant who is on a Leave of Absence (LOA) during the training period will be provided training upon return from her/his LOA. Content of such course will be developed by the JSIC and available at each crew base.
6. Trainers
  - a. For the first ninety (90) days following implementation, the trainers will be available to help Flight Attendants bid and understand their award.
  - b. The Company shall bear all costs of training, including pay for Flight Attendants appointed as trainers. A trainer assigned as a member of the Company’s sponsored PBS task force will be paid one hundred and five (105) hours per month and all reasonable expenses.
  - c. The trainers shall be appointed by the JSIC.
  - d. The JSIC shall oversee the disbursement of a “training bank” of ten thousand (10,000) hours which will be established to fund deployment of such Flight Attendants to serve as crew base training representatives. During the training months, in addition to the Union members of the PBS Committee, there will be trainers in each crew base (and co-terminals).
7. Following the conclusion of the work of the JSIC, the Company shall consult with the Union Scheduling Committee as it relates to any concerns regarding PBS.
8. As far in advance as possible, but no later than 1200 DFW on the ninth (9<sup>th</sup>) day of the month prior, the Scheduling Committee 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 Committee Chair may make recommendations pertaining to such settings.
9. As far in advance as possible, but no later than 1200 DFW on the ninth (9<sup>th</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 JSIC.
10. 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.

11. 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 0600 DFW on the nineteenth (19<sup>th</sup>) day 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 JSIC:

- 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;
- g. Carry in and carry out credit;
- h. Sequence report and release times;
- i. Positions by sequence;
- j. Scheduled credit for each sequence;
- k. Layover cities;
- l. Days off and days of availability blocks for Reserves;
- m. Training assignments;
- n. Vacation days;
- o. Planned absences;
- p. Number of landings;
- q. Number of Duty Periods; and,
- r. Other information as agreed upon by the JSIC and Company.

The Company will provide an Automated Voice Response System (AVRS) that a Flight Attendant may use to check her/his PBS awarded sequences and positions.

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

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

13. Global Parameters

- a. PBS shall construct lines in accordance with the global parameters as defined in Paragraph 13. 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 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. Flexes beyond twenty-five (25) hours in a year will require agreement of the Union. Upon request, the Company will meet with the JSC and supply information demonstrating the necessity of the flex.
- 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 her/his seniority.
- f. As an exception to Paragraph D.13.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 (Subject to vendor capability).

14. In addition to the global parameters specified in Paragraph D.13, 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 her/his 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. 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 she/he checks 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 her/his 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. 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.14.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.

#### 15. 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 her/his 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:

1. Sequence Equipment [Prefer/Avoid, Aircraft type] Flight Attendant may prefer or want to avoid sequences with specific aircraft type.
2. Sequence Length [Prefer/Avoid, #Calendar days, <i>Date</i> ] Flight Attendant may prefer or want to avoid sequences with specified number of calendar days.
3. Layover City [Prefer/Avoid, Layover Station, <i>Date</i> ] Flight Attendant may prefer or want to avoid a layover station or region, e.g., West Coast, North East, FL, Caribbean, Mexico, South West.
4. Sequence Type [Prefer/Avoid, Type of sequence, <i>Date</i> ] Flight Attendant may prefer or avoid a type of sequence(s) to be determined by the JSIC.
5. Crew Position [Prefer/Avoid, Crew position, <i>Date</i> ] Flight Attendant may prefer or want to avoid a specific position on sequences. Flight Attendant positions are specified on each sequence.
6. Report/Release [Before/After, Time, <i>Date</i> ] Flight Attendant may bid for sequences that report / release before or after a specific time. The sequences may optionally originate / terminate on a specific date.
7. No Deadheads [ <i>Date</i> ] Flight Attendant may bid for sequences with no deadheads in the sequence.
8. Layover Duration [Minimum/Maximum, Duration, <i>Station</i> ] 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.
9. Landings per duty period [Minimum/Maximum, Number] Flight Attendant may bid for sequences with a minimum or maximum landings per duty period. This limit shall apply to all duty periods within the sequence.
10. Block Hours per duty period [Minimum/Maximum, Value] Flight Attendant may bid for sequences with a minimum or maximum block time per duty period. This limit shall apply to all duty periods within the sequence.
11. Average Credit Hours per duty sequence [Minimum/Maximum, Value] Flight Attendant may bid for sequences with a minimum or maximum credit time per duty. This limit shall apply to all duty periods within the sequence.
12. Prefer Calendar Days Off [Days of week] Flight Attendant may bid off days on specific days of the week (e.g., prefer to work every Monday-Thursday).
13. Credit Ratio [Prefer, Credit Ratio Value] Flight Attendant may bid for sequences that do not exceed the Credit Ratio Value (sequence time away from base/sequence credit).
14. Sequence [Sequence number, <i>Date</i> ] Flight Attendant may bid for a specific sequence number and optionally depart on a specific date.
15. Range of days off [First date, Second date] Flight Attendant may bid for a range of days off.
16. Range of Reserve Golden Days off [First date, Second date] Flight Attendant may bid for a range of reserve Golden Days off. The First dated is the most important day off and the Second date is the less important.
17. Block of days off [Date from, Date to] Flight Attendant may bid for a period of days off and would be awarded all days off or none.
18. Block of Reserve Golden Days off [Date from, Date to] Flight Attendant may bid for a period of Reserve Golden Days off and would be awarded all Reserve Golden Days off or the same period of Flex Days off or none.

19. Co-Terminal Preference [Prefer, Co-Terminal] Flight Attendant may bid for sequences that originate from a specific co-terminal.
20. Min/Max Connection Time [Minimum/Maximum, Duration] Flight Attendants able to bid for sequences that have minimum or maximum connection (sit) times. This limit shall apply to all duty periods within the sequence.
Global Options
21. Maximum number of work periods - Flight Attendant may elect to specify a maximum number of work periods in the bid month (subject to their minimum and maximum permissible credit hours).
22. Allow Double-Ups Flight Attendants may elect to allow legal double-ups to be included in their line-of-time.
23. Allow Training and a Sequence as a Double-Up Flight Attendants may elect to attend training and operating a sequence as a legal double-up to be included in their line of time.
24. Allow Multiple Sequence Flight Attendants may elect to allow two (2) sequences in the same calendar day separated by legal crew base rest.
25. Waive Crew Base Rest in accordance with Paragraph D.14.
26. Min Days Off between Work Periods Flight Attendant may set the number of days off between work periods. The system default is one (1) day.
27. Sequence Mix in a Work Period Flight Attendant may create work periods that contain sequences of specific lengths. The system will use the sequence lengths only in the order that the Flight Attendant specifies.
28. Commutable Work Period Flight Attendant may bid that their work period begins after a specific time and ends prior to a specified time.
29. Cadence Preference Flight Attendant may elect that their work period begins on the same day of the week throughout the bid month.
30. Buddy Bid –Flight Attendant may bid with other Flight Attendants up to the number of Flight Attendants on the equipment, utilizing the seniority of the least senior Flight Attendant. Flight Attendant may also buddy bid with pilots. [Subject to vendor limitations and bid timelines]
31. Avoid Bid – Flight Attendant may avoid more senior Flight Attendants or more junior Flight Attendants who have been awarded a sequence providing the senior Flight Attendant waives her/his seniority to immediately below the junior Flight Attendant’s seniority.
32. Reasons Report – System shall generate a report for each Flight Attendant which explains why a preferred sequence or day off was not awarded.
33. 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 her/his bid and does not have a standing bid inputted, her/his bid will be inputted using a default bid created by the JSIC.
34. Vacation Extension – 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 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.

35. Shadow Bid/Pay Purpose Only Bid – Once the final awards are published, Crew Schedule will run PBS for a Pay Purpose Only (PPO) award. Crew Schedule 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 she/he 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.
36. Carry Over Time: A Flight Attendant shall be able to designate in PBS whether or not to apply carry over duty period/s for credit purposes only. Excluded carryover time will not be considered when calculating the average line value.
37. Other Bid Options as agreed by the JSIC, subject to vendor capability and the implementation timeline.

## 16. 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 Union’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.

## 17. PBS Mis-awards Due to System or Company Error

- a. Any Flight Attendant who has an inquiry or believes she/he may have received a mis-award 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 her/his 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 her/his mis-awarded sequences, or, may, at her/his option be removed from the sequence(s) and be made whole as follows:
  - 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 mid-award.

- ii. The Flight Attendant shall receive the greater of the trip she/he should have been awarded in PBS or the trip she/he was awarded in TTS. If the Flight Attendant is not awarded the sequence out of open time, the Flight Attendant shall be pay protected for the trips she/he would have held on the basis of trips missed.
- b. Where a programming error affects a substantial number of Flight Attendants in a crew base, the Company and Union may agree upon a re-award of the PBS bid.

#### 18. 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 her/his 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.18.b.i, because of the proration tables in Paragraph D.18.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 availability or by more than six (6) days of availability. Groups of days of availability which transition from month to month shall be subject to this limitation.
  - 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 her/his 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 days off in a bid period shall receive days off at a pro-rated rate consistent with the chart in Paragraph D.18.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	Available Days	Prorated Days Off
29-30	12	30-31	12
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

19. Flight Attendant Returning From Leave of Absence

- a. A Flight Attendant returning from a leave of absence 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 prior to the close of PBS bidding at her/his crew base.
- b. Pay protections and other requirements shall be as specified in Leaves of Absence, Section 25.K.6.
- c. A Flight Attendant who has a return date for the next bid period or who requires training during 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.19.a, may bid in PBS. Her/his minimum days off, minimum line guarantee and minimum bid window shall be prorated according to Paragraph D.18.d. The Flight Attendant's maximum bid window will not be prorated. She/he may waive minimum days off. A Flight Attendant bidding a Reserve line shall be responsible for flying a prorated schedule.
  - i. If training is scheduled and is within seven (7) days of the Flight Attendant's return date, the Flight Attendant shall bid a partial line prorated from the date of training, which shall be inserted as a pre-planned absence along with the associated training credit.
  - ii. If the training is not scheduled consistent with Leaves of Absence, Section 25.K.6, the Flight Attendant shall bid a partial line prorated from her/his return date and shall be pay protected as specified in Leaves of Absence, Section 25.K.
  - iii. If the Flight Attendant does not require training, the Flight Attendant shall bid a partial line prorated from her/his return date.

- iv. A Flight Attendant on medical leave claiming sick time during a partial bid period shall have the credit placed on her/his line as a preplanned absence.
- d. If a Lineholder was not able to meet the requirements of Paragraphs 19.a.-c, i.e., she/he does not bid PBS, she/he 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 she/he shall receive a prorated minimum line guarantee. A Reserve will be awarded a line including her/his days off commensurate with her/his seniority.
  - i. The Flight Attendant will be responsible to demonstrate a reasonable effort to make up the time. The Flight Attendant may make herself/himself available at her/his discretion and does not have to make herself/himself available on a holiday she/he would not have been scheduled to fly. A Flight Attendant satisfies the reasonable effort requirement if at any time(s) during the bid month she/he makes herself/himself available for sequences commensurate with her/his seniority, for the equivalent number of duty periods. These duty periods need not be consecutive.

## 20. 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.

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

## E. LINEHOLDER TRIP TRADE SYSTEM (TTS)

- 1. For Lineholders, TTS will provide an electronic means to conduct the following type of transactions:
  - 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 Lineholder 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 Lineholders 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:

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

- d. The Union and the Company agree the JSIC will make all reasonable efforts to include the following features in TTS given the constraints of the system. If such features are not available at the date of initial TTS implementation, they may be added into a subsequent version(s) of TTS when practicable.
  - i. An exception to the daily limit for transaction which improve a more negative day.
  - ii. A provision of increasing/decreasing the TTS credit window and projections in the event of ETB transactions as specified in Paragraph E.3.e.
  - iii. A provision allowing a Flight Attendant to drop/add multiple sequences in a transaction conditional on each other.
- e. A Flight Attendant shall be able to bid and be awarded specific positions in TTS.

## 2. TTS Process Timeline

- a. Upon PBS award, Lineholders 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 2100 HBT on the second to the last day of the bid period.
- b. The TTS Queue will close each day at 2100 HBT for sequences which depart on or after the calendar day beginning at 0000, twenty-seven (27) hours later, including any sequences through the end of the bid period, including transition sequences.
- c. Awards will be posted by 0600 for the calendar day beginning at 0000, eighteen (18) 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 Lineholder shall not be able to pick up, drop or trade a trip through TTS that touches the last six (6) days of the bid period.

## 3. TTS Award Parameters and Constraints

- a. TTS transactions shall be processed based on seniority.
- b. A Lineholder may conduct TTS transactions down to a minimum line credit of forty (40) credited hours in a bid period.
- c. 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 (100) credited hours of Company Time (including any Vacation, Training, etc.) in her/his line. For a High Option Flight Attendant, her/his TTS cap shall be her/his PBS High Option cap plus five (5) hours.

- d. 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 her/his TTS bidding credit window as specified in Paragraph O.
- e. Sequences picked up while utilizing ETB will increase a Lineholder's projection and her/his maximum TTS bidding credit window. Sequences dropped utilizing the ETB will reduce a Lineholder's projection and her/his 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. Adjustment of the bidding credit window is subject to IT capabilities. In the event that IT is unable to deliver the necessary functionality, the parties will discuss and implement an alternative means desired limitations.

<b>Activity</b>	<b>Projection (PROJ)</b>	<b>Maximum (MAX)</b>	<b>Actual (ACT)</b>
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.

- f. TTS transactions will be processed for sequences that the Lineholder is legal to operate under the terms of the Agreement and in accordance with the parameters specified in Paragraph D.14.a.-f.
- g. A Lineholder who participates in a TTS transaction shall be deemed to have acknowledged and accepted the assignment upon the award of the transaction.
- h. A Lineholder will be able to access the TTS program through a web-based program at no cost to the Lineholder.
- i. A Lineholder may utilize the web-based TTS program or AVRS to check her/his award.
- j. A Lineholder shall be allowed to drop a sequence in TTS in accordance with Paragraph 10.H.6, to pick up a red flagged sequence in open time.
- k. A Lineholder may pick-up or trade to operate an additional sequence during a day the Lineholder is already scheduled for duty to the extent permitted by this Agreement and in accordance with the parameters specified in Paragraph D.14.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.
- l. 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:

$\text{Total Monthly Open Sequence Day Limit} \div \text{Days in the Bid Month} = \text{Daily Open Sequence Day Limit}$

(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 checks out on or after 0000 will be considered to operate on the calendar day. Thus a sequence that checks out 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 Schedule in its sole discretion, a higher monthly or daily Open Sequence Day limit may be used for a TTS run. Upon request of the Union, the Company shall meet with the National Scheduling Chair to discuss any concerns regarding the Open Sequence Day limitations.

Example:

Lineholders with seniority numbers of #5 and #6 each enter Drop Transaction Bids. Either Lineholder'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 Lineholder picks up an open sequence, thereby reducing Open Sequence Days on the given day, the Drop Bid of Lineholder #5 would be awarded prior to Lineholder #6. (Subject to IT limitations)

- m. 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.

## F. POST TTS DAILY PROCESSING

### 1. TTS Unsuccessful Bidders List

- a. A list of Lineholders who elect to be passed to Daily Scheduling because her/his bid was not awarded in TTS and her/his 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 Lineholder may select if she/he wishes to be placed on the Unsuccessful Bidders List for the sequence. The Unsuccessful Bidders List shall be used by Daily Scheduling for manual processing.

- b. Daily bids will be processed by using the Unsuccessful Bidder List to offer sequences to Lineholders in seniority order, except as provided for in Paragraph F.5.
- c. Drop/Pick Up Transaction  
If the Lineholder'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 Lineholder on a subsequent day(s), the bid will be subject to the daily and monthly Open Sequence Day limitations as specified in Paragraph E.3.1.
- d. Pick Up Transaction/Drop (without overlap)  
If the Lineholder'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, the bid will be subject to the daily and monthly Open Sequence Day limitations as specified in Paragraph E.3.1.
- e. Drop Transaction  
If the Lineholder's bid includes a request for a drop transaction on the first day of the TTS bid processing date range and her/his drop transaction bid was not awarded during TTS, if the Lineholder so elects, the drop request will be moved to Daily Scheduling. If open time subsequently falls below the Open Sequence Day limitations as specified in Paragraph E.3.1, the request to drop will be awarded in seniority order among those Lineholders passed on to Daily Scheduling.

## 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 her/his history through ePays (or equivalent) and her/his 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.

## 3. Processing Timeline

- a. Sequences that open between 2100 and 0600: Sequences which open after 2100 each day which originate on the first day of the TTS bid processing date range will be processed using the Unsuccessful Bidder List after the TTS awards are posted at 0600.
- b. Processing after 0600: 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 Bidder List, the sequence will then be assigned to a Reserve according to the provision of Reserve, Section 12. Sequences which become available within two (2) hours prior to departure of the sequence, will not be processed from the Unsuccessful Bidders List but will be awarded to a Reserve Duty, as specified in 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 Schedule 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 2100 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 Lineholders 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.14 and E.3.
- b. Crew Schedule will award a Lineholder, in seniority order, a sequence for which the Lineholder is listed on the Unsuccessful Bidders List. If a Lineholder no longer chooses to be on the Unsuccessful Bidders List, she/he is responsible for removing her/his name from the list. The Flight Attendant will be responsible for verifying her/his award through the Crew Management System or other technology-based system prior to 1700 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 1700 HBT will receive positive phone contact by Crew Schedule of her/his award. If notified, a Flight Attendant is required to confirm receipt. 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 Schedule shall move on to the next most senior Lineholder on the Unsuccessful Bidder List requesting such sequence. The Union and the Company may agree to an electronic method of notification.
- d. If a Lineholder is on another trip at the time the sequence opens, the Lineholder 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 Lineholder 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 her/his bid will be processed according to her/his 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 0600 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 Lineholder 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 Lineholder may indicate her/his 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 or supplemental coverage, it will be done in accordance with Reserve Duty, Section 12.M. 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 will be awarded in first come/first served order, beginning immediately following the posting of the PBS line award.
  - b. ETB transactions will not be processed between the time the TTS bid closes at 2100 and is awarded at 0600.
  - 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 six (6) days of the bid period.
  - d. All ETB transactions will be available for processing until one (1) hour prior to departure 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.14.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.14.

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 her/his maximum TTS bidding credit window. Sequences dropped utilizing the ETB will reduce a Lineholder's projection and her/his 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 or on vacation days.
- b. A Reserve with an awarded ETB sequence on Golden Day(s) will not be assigned a sequence that conflicts with her/his ETB sequence in Future or Daily Scheduling unless assignment is necessary according to the Priority of Trip Assignment language specified in Reserve Duty, Section 12.M. If a Reserve's ETB sequence is dropped by Crew Schedule, the Reserve will be provided pay protection for the ETB sequence up to the point she/he 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. Within the same crew base, a Reserve may utilize the ETB to drop, pick up and trade sequences on Flex Days once released from reserve duty into such days off or at the conclusion of her/his RAP prior to a day off, subject to the rest requirements of the FARs, but no less than eight (8) hours and thirty (30) minutes from release to report.
- d. Within the same crew base, a Reserve who is bidding an ETB trip prior to being released into her/his 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 1800 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 her/his home base rest down to FAR minimums, if necessary.
- e. Pay and Credit  
A Reserve picking up a sequence through the ETB on a Golden Day, Flex Day or a day of Reserve Availability once released into such day pursuant to Paragraph G.4.b, or on a vacation day will receive pay no credit for such time above her/his minimum guarantee.

**H. RED FLAGGING OPEN TIME**

1. At any time prior to departure, Crew Schedule 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 her/his days off shall receive pay as referenced in Paragraph H.1.
5. A Flight Attendant may exceed her/his monthly maximum to pick up a red flagged sequence.
6. Once a sequence has been red flagged, Crew Schedule may remove the red flag designation and its corresponding premium at any time prior to sequence award or assignment, up until 2100 HBT two days 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.

#### **I. INVOLUNTARY ASSIGNMENT**

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

#### **J. RESCHEDULING**

##### **1. General Provisions**

- a. 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.
- b. In the event a Flight Attendant loses her/his entire month's trip selection or balance of her/his month's schedule because of a schedule change, including natural disaster and/or extraordinary circumstances, the following shall apply: A Flight Attendant whose pay projection falls below her/his monthly guarantee as a result of the Schedule Change shall be required to make a "reasonable effort" as defined in Paragraph D.19.d.i, to make up the time. A Flight Attendant may choose to waive pay protection 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.
- c. The intent of Paragraph J is that a Flight Attendant should be permitted to operate the sequences that she/he was awarded through PBS, TTS, ETB, etc. Consequently, a Flight Attendant should not be removed from her/his 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 an ETB trip will be considered a Lineholder for the purposes of Section 10.
- e. The term “rescheduled” as used in this Section 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 Hours of Service, Section 11.M. 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.d.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 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 shall be notified, 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.9.
- e. In the event the sequence is rescheduled to depart more than one (1) hour later than originally scheduled, Crew Schedule shall attempt to call the Lineholder to advise her/him of the rescheduled report time.

### 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.
- 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 her/his sequence will be advised of her/his 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. Such rescheduled crew will be 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.
- 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 767 crew with six (6) Flight Attendants and an A330 crew with nine (9) Flight Attendants). If the "A" Flight Attendant on the 767 sequence becomes ill just prior to her/his flight's departure, a Flight Attendant from the A330 crew, if legal to do so, may be rescheduled onto the 767 sequence, thus splitting the 767 crew and preserving the integrity of the schedule.

5. If a Reserve has been removed from a sequence prior to report time consistent with Reserve Duty, Section 12.M, the pay protections specified therein shall apply. If the sequence cancels in its entirety, the Reserve may be assigned to a RAP pursuant to Section 12.
6. If a Reserve's sequence cancels in its entirety and no RAP was originally assigned and no sequence exists for assignment, 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 Schedule shall assign the Reserve to the earlier RAP.

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 she/he was originally scheduled to return. In no event will the Flight Attendant(s) be rescheduled beyond her/his 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 her/his request, provided that other Flight Attendants are available to replace her/him 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 number 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 after departure the Flight Attendant complement will depend on the number of jumpseats available. In the event fewer jumpseats are available than there are Flight Attendants who have reported for the sequence, the junior Flight Attendants 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. The most senior Flight Attendant(s) shall be compensated for the sequence at her/his hourly rate and all applicable premiums. At Company option, the original Flight Attendant may be required to return to her/his original sequence at any time prior to the termination of such sequence, but for this provision to have effect, such Flight Attendant must be notified of such requirement at the time she/he is notified of the equipment substitution.
  - c. If a sequence transits back through crew base and the Flight Attendant(s) is no longer required to fulfill the crew complement for the balance of the sequence, the downgrade provisions of Paragraphs J.9.a.- b, will be applied based on the departure time of the portion of the sequence which transits through the crew base.
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 her/his originally awarded or assigned sequence, as published in the electronic bid package or actual time, whichever is greater, excluding 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 she/he is notified of this delay prior to leaving for the airport, her/his duty day begins at her/his rescheduled report time. If Crew Schedule is unable to reach the Flight Attendant before she/he departs for the field, and she/he reports for the original departure time, her/his duty day begins at the originally scheduled report time. However, if the call is placed by Crew Schedule three (3) hours or more prior to the originally scheduled departure time and the Flight Attendant cannot be contacted, she/he will be considered notified. Crew Schedule will use its best efforts to notify a Flight Attendant affected by a delay as soon as practicable after Crew Schedule becomes aware of the delay.
- b. If a courtesy call notifying a Flight Attendant that her/his trip has been cancelled in its entirety has been received less than three (3) hours prior to report, call out pay as specified in Hours of Service, Section 11, would apply. However, if the Flight Attendant has not departed her/his residence, then the three (3) hours call out pay specified in Hours of Service would not apply.

## **K. ILLEGAL THROUGH NO FAULT**

1. If, after the time of award, a Flight Attendant becomes illegal (contractual or FAR) through no fault of her/his own to originate her/his sequence, such Flight Attendant shall have the option of splitting on to the sequence, once she/he becomes legal at the point the sequence passes through her/his crew base. If the sequence does not pass through the Flight Attendant's crew base, she/he will be permitted to pick up the sequence at the point where she/he becomes 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 trip, except as provided for in Paragraph K.1.b.

Example: A Flight Attendant arrives in late Monday night from her/his 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 she/he splits back on or could have split back on.
  - b. As an exception to this Paragraph, a Reserve awarded a sequence via the ETB on Flex Days and subsequently awarded/assigned a sequence by Crew Schedule on Flex Days prior to such ETB 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, she/he 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 her/his sequence but is projected to become illegal through no fault of her/his own to complete such sequence, she/he must originate the sequence and split off at the latest point it passes through her/his crew base and she/he remains legal. If the sequence does not pass through her/his crew base, prior to her/him becoming illegal, she/he will be required to split the sequence at the point prior to when she/he becomes 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 she/he splits off. In the event such sequence is her/his 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**

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 her/his crew base and she/he remains legal. If the sequence does not pass through the Flight Attendant's crew base prior to her/him becoming illegal, she/he 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, she/he 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 her/his last sequence of the bid month, she/he 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 her/his last sequence of the bid month, she/he must originate such sequence and shall be split off at the latest point the sequence passes through her/his crew base and she/he remains legal. If the sequence does not pass through the Flight Attendant's crew base prior to her/his becoming illegal, she/he shall be split off at the point of illegality. In either circumstance, she/he will be paid and credited for the portion(s) of the sequence for which she/he was illegal.
3. If a Lineholder is unable to originate her/his 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, she/he 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 her/his last sequence of the bid month, but some portion(s) of such sequence are cancelled, she/he 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 her/his last trip of the month may be rescheduled in accordance with Paragraph J.4.

#### **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.L.
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.

Pay/Credit Provision for Split Trips	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
Trip Rig and Per Diem	Calculated to/from point of split, including any necessary deadhead and report and de-brief.*	Trip Rig does not apply. Per Diem ends following the last segment worked.
Duty Rig	Calculated to/from point of split, including any necessary deadhead and report and de-brief.*	Duty rig calculated for duty periods completed prior to/following the day of the split only, as applicable.
Minimum Day	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.
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\*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 two (2) 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 (100) credited hours of Company Time (including any Vacation, Training, etc.) in her/his line. For a High Option Flight Attendant, her/his TTS cap shall be her/his PBS High Option cap plus five (5) hours.
- 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 her/his TTS maximum bidding credit window. Sequences dropped utilizing the ETB will reduce a Lineholder’s projection and her/his 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 her/his line.
  - i. The Flight Attendant shall be responsible for all self-initiated changes to her/his schedule.
  - ii. If a Flight Attendant fails to check-in for a sequence within ten (10) minutes past the scheduled report time, Crew Schedule 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 Schedule 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, her/his projected credited time exceeds the bidding credit window, the Flight Attendant may utilize TTS or Daily Scheduling to reduce her/his projection or, if not, fly over the monthly maximum and be paid as specified in Paragraph O.3.b. In order to reduce her/his projection to her/his 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 her/him provided all parties adhere to the following:

1. A Flight Attendant swapping onto the flight segment must ascertain that her/his name appears on the flight plan;
2. Any Flight Attendant swapping onto a flight segment must inform Crew Schedule in advance of such swap and provide the names of the Flight Attendants involved. 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 her/his 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 her/his duty and block limitations and rest requirements up to the Flight Attendant FARs;

4. No pay protection will be provided should the Flight Attendant become illegal for her/his 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, effective November 9, 2014, 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 Schedule, 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 her/his 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 Schedule or her/his 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 Union 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 Union within five (5) business days.
5. Flight Attendant phone numbers and schedule information will not be given out by Crew Schedule unless the Flight Attendant has given specific authority to do so. However, APFA emergency numbers, as provided by the Union for this purpose, will be made available on request.
6. When calling a Flight Attendant, Crew Schedule 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 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 her/his awarded or assigned position on her/his sequence regardless of how she/he acquired the position (e.g., PBS, ETB, TTS, Reserve processing), except as provided for in International Flying, Section 14.L.1.e. 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 SCHEDULE ERRORS – DOUBLE COVERED POSITIONS**

1. When a Lineholder is awarded a sequence from the monthly bid awards, TTS, ETB, Daily Schedule, but at check-in time is not listed in her/his awarded position, she/he may not be forced off the sequence. When a Reserve is awarded a sequence from the ETB or Daily Schedule and signs in for the sequence, but at check-in time is not listed in her/his awarded position, she/he may not be forced off the sequence.
2. The Flight Attendant who was awarded/acquired the sequence first shall have priority to work the trip. The opportunity to be released as a result of a Crew Schedule error will be determined by System Seniority.
3. A claim for the first duty period, or first two (2) duty periods if applicable, will apply (or three (3) 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 she/he goes on to the Unsuccessful bidders 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.

4. If a Reserve Flight Attendant on a RSV day is taken off a sequence because of double coverage, she/he shall be considered “on-duty”, as defined in Definitions, Section 2, until released by Crew Schedule. Upon release, she/he may be required to remain available for further scheduling purposes on that same day. However, in accepting any further sequence award/assignment that day, the Reserve’s report time for the original sequence will be used in determining her/his applicable maximum duty day period. The affected Reserve’s pay for the remainder of the double covered sequence is protected if, when future sequences are awarded for the following day, she/he selects a “like” sequence(s).
5. If a Reserve on a RSV day is taken off a sequence because of double coverage and subsequently receives another sequence assignment from daily Crew Schedule, all applicable scheduling parameters in this Agreement shall remain intact (i.e., duty day limitations).
6. If a claimant flies a sequence after the pay protected duty period(s) worth more time than the originally scheduled (double covered) sequence, she/he may claim the pay protected duty period(s) in addition to the sequence flown.
7. A Flight Attendant shall not be required to split a sequence to be pay protected.
8. Procedures and pay protection for any other Crew Schedule errors that are not otherwise covered in this Agreement will be handled using the same methodology as outlined in Paragraph T.

#### **U. SATELLITE BASE(S)**

1. General
  - a. The Company will determine, in its sole discretion, the city at which any satellite base test will be conducted and to which crew base city the satellite base is linked. The Company will provide written notification to the APFA National President once any satellite base test city has been selected.
  - 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 terminate this agreement by providing written notice to the other party. In the event this agreement is terminated, the Company will cease using any satellite base no later than one month following the written notice of termination. Once terminated, all obligations will cease in all respects.
  - 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. The Satellite Base Coordinator shall assist the Flight Attendants with all forms of trip trades in order to avoid creating open sequences originating from the satellite base.
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 or assigned 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 or assigned 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.

### 7. Administrative Support/Parking

- a. 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.

- b. 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.

## V. GENERAL

1. The Company shall furnish a Flight Attendant with an electronic statement of her/his 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 her/his flight time by sequences for the bid month involved, and the Company agrees to make the necessary reconciliation.

2. 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 Schedule. However, in the event she/he needs to use a temporary number, she/he must update in the Crew Management System her/his new phone contact for each applicable day. Crew Schedule will call a Flight Attendant first at the primary telephone number and then the secondary number, if supplied.

3. A Reserve working a trip on her/his 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 her/his own, double covered trips.
4. 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, Aft 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, and Call Out Pay. 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.

5. The Lead Flight Attendant will be responsible for communicating with Crew Schedule. In no event shall a Flight Attendant accept a change in itinerary from anyone other than Crew Schedule, a Company designee, e.g., member of management, Flight Service Management or the Captain. Notwithstanding the above, a customer service agent may inform the Flight Attendant of the need to contact Crew Schedule for possible change of itinerary.
6. 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 her/his own internet connection.
7. Scheduling efficiencies, including but not limited to PBS, will not result in additional furloughs of any Flight Attendants employed as of the ratification date. Protection ends twelve (12) months after the final implementation of PBS at all bases.
8. Trips Missed-Assumed Legality (Paper Legal)

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, personal emergency, shall not assume the legality of the trip sequence(s) from which she/he is removed. However, a Flight Attendant shall be considered illegal and shall be removed from any trip in the following circumstances:

- a. when there is a "direct conflict" between the two trip sequences, i.e., the second trip sequence is scheduled to depart prior to the scheduled arrival of the first; or
- b. the amount of time between the scheduled arrival of the first trip sequence and the scheduled departure of the second trip sequence is less than the applicable report and de-brief period combined.

\* Dates and times cited in Section 10 are subject to revision based on recommendation by the JSIC.

## **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 her/his 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 her/his sequence combination unless the duty limitation exceeds thirty-five (35) block hours.
3. A Flight Attendant at her/his option may waive the limitations in Paragraphs B.1 and B.2. Once waived, a Flight Attendant will complete her/his 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 time will not count toward the thirty-five (35) hours in seven (7) days limitation.

### **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 her/his 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 her/his 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 reasons other than mechanical.

If the aircraft returns to the gate at the airport of departure after takeoff because of mechanical reasons, and no additional flying is performed within the on-duty period, it is not considered a completed trip sequence and call out pay or on-duty time applies.

3. Call Out

- a. A Flight Attendant who reports to the airport for a specific flight assignment but who does not fly shall, if applicable, be eligible for Holding Time/Ground Time, as provided in Compensation, Section 3.D, 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 she/he reports for the specific flight assignment continuing until she/he is released to begin her/his 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 she/he reports for the specific flight assignment continuing until she/he is released to begin her/his 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 her/his 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 her/his 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. 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 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.

Example:

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 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)**

	Maximum Scheduled Duty Period (Hours) Based on Number of Flight Segments
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Report Time (Home Base)	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 rest (Home Base and Layover) following the duty period, which cannot be reduced below nine (9) hours in actual operations. Such Home Base Rest may be waived by the Flight Attendant per Paragraph I.

**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) hour “rescheduled on-duty maximum” applies.

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 Paragraphs E and F. The applicable duty period maximum for the assigned sequence

will be based on the report time in Column 1 of the Domestic Duty Chart in Paragraph E. 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 schedule maximum on the Duty Period chart based on the report time in Column 1 of the Domestic Duty Chart in Paragraph E.

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 a flight commencing at 0730 per the chart (report between 0700-1259) is 13:15 hours.

#### **H. MINIMUM DAYS OFF**

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.

#### **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 her/his home crew base, which in actual operations, at her/his option, may be reduced to eight (8) hours, subject to the applicable FARs.

#### **J. DOMESTIC MINIMUM LAYOVER REST**

1. A Flight Attendant shall be scheduled for no less than nine (9) hours and thirty (30) minutes of rest (calculated from release from duty to report for duty) while on a layover which, in actual operations, may not be reduced below eight (8) hours and twenty (20) minutes. In actual operations, the intent of this paragraph is to require "eight (8) hours behind the door" minimum rest. If the minimum rest (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.

If a layover results in less than nine (9) hours rest, the Flight Attendant shall be provided with compensatory rest. Compensatory rest must be at least ten (10) hours and must be scheduled to begin no later than twenty-four (24) hours after the beginning of the reduced rest period. The compensatory rest must occur between the end of the scheduled duty period and the beginning of the subsequent duty period and may be on a layover or home base.

2. When a Flight Attendant does not receive her/his minimum overnight rest period (eight (8) hours and twenty (20) minutes), she/he shall be considered on duty with all Duty Rigs and premiums applicable to continue on the sequence. A Flight Attendant who feels she/he 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 her/his 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 her/his sick time totals.

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

1. Within a duty period, if a flight segment is scheduled to touch 0100 through 0101 local time as calculated at either the departure or destination station 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 four (4) hours pure rest, which is five (5) hours and fifteen (15) minutes block-to-block rest on Domestic ODAN sequences and five (5) 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 (9) hours and twenty-nine (29) minutes pure rest which is ten (10) hours and forty-four (44) minutes block-to-block rest on Domestic ODAN sequence and eleven (11) hours and fourteen (14) minutes 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 a Domestic departure on an aircraft of less than one hundred and sixty-five (165) 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.
2. On a Domestic departure on an aircraft of one hundred and sixty-five (165) 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.

#### **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 Paragraph O.1, 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 E. 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 Schedule may offer, and a Flight Attendant may voluntarily agree to continue working. Once the Flight Attendant has agreed, such agreement may not be rescinded. When such Flight Attendant voluntarily agrees to continue working, in addition to any pay for the trip, the Flight Attendant will be paid, but not credited, at the rate of one (1) minute of flight pay for each two (2) minutes on duty for the entire duty period, commencing at the duty period's actual report time and ending fifteen (15) minutes after the actual block-in, or thirty (30) minutes for International flights. Once a Flight Attendant has volunteered to exceed the maximum duty limitations, she/he will receive the pay specified above, even if the duty limitations are not exceeded. In such circumstances, the rest provisions contained in Paragraph F, will apply at the end of the extended duty period. The flight can operate with minimum crew if some of the crew chooses not to fly.
2. Crew Schedule shall contact the Lead/Number 1 Flight Attendant from the applicable crew in order to offer the crew the ability to voluntarily waive the duty limitations; provided however, Crew Schedule may require communication with the other Flight Attendants as necessary.

3. 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.
4. Once a Flight Attendant has commenced 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 Schedule errors in the assignment of a sequence prior to the origination of the sequence, which is governed by the Crew Schedule error language specified in Scheduling, Section 10. 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.

**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 will sit rotating Reserve in accordance with the following provisions:

- i. 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. Senior Bump

Seniority permitting, a Flight Attendant who is not designated as Reserve may change her/his assigned reserve month by bidding “Reserve” in a month that she/he 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 her/his future reserve cycle with one exception: A Flight Attendant who is on reserve by her/his own choosing during the same month they are on more than three (3) days approved vacation in a month or Personal Leave (PLOA) have not fulfilled their reserve obligation.

- i. When a Flight Attendant desires to initiate "Senior Bump", she/he 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 her/his 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.
- c. Transfer: Effect on Rotation

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

4. Vacation/PLOA: Effect on Reserve Rotation

- a. A Flight Attendant who is granted a vacation or approved leave of absence for part or all of the month during which she/he would normally be scheduled for active reserve duty will be considered as fulfilling her/his obligation for an entire month's service as an active reserve and will maintain her/his normal position in rotation. The above shall not apply to a Flight Attendant who bids reserve out of her/his regular rotation.
- b. No Reserve will be granted a personal leave, except in conjunction with her/his vacation, 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.

**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.18.
- 2. Golden Days
  - a. A Reserve may not be assigned flight duty on a Golden Day unless she/he consents to such assignment.
  - b. A Reserve may bid for and be awarded a sequence 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. A Reserve may bid for a sequence that originates on her/his Golden Day and terminates on a day off and will be processed for such sequence after all Reserves who are available on such day(s) have been processed. Any pay hours on her/his day off, starting at 0000 of her/his day off, shall be paid as pay no credit. In both such cases, the Reserve shall be deemed to have waived such portion of her/his Golden Day

and there shall be no reinstatement of such day.

- i. Future: A Reserve may elect to work on a Golden Day(s) and the Reserve shall make such choice known to Future Crew Schedule prior to 1700 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 her/his option, revoke her/his election and have her/his Golden Day(s) reinstated.
- ii. Daily: A Reserve may elect to work on a Golden Day(s) and the Reserve shall make such choice known to Daily Crew Schedule. If contacted for sequence assignment, she/he must accept such sequence assignment, provided she/he is legal to operate the sequence. Such Reserve may opt to reconsider and protect her/his day(s) off, as long as she/he advises Daily Crew Schedule prior to being contacted for a Daily sequence assignment.
- c. If actual operations cause a Reserve's duty period to be extended into her/his Golden Day(s), any pay hours on or after 0000 of her/his Golden 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 her/his Golden Day(s), 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 her/his Golden Day(s), the options specified in Paragraph D, shall apply. The Reserve will be released from all duty for the remainder of the day she/he returns to base.

### 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 M. 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 her/his option, give up the Flex Day(s) without reinstatement.
- b. A Reserve who voluntarily picks up a sequence(s) on her/his 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.
- d. A Reserve may bid for and be awarded a sequence that originates on a RSV day and is scheduled to return to the Reserve's base during any portion of her/his Flex Day. Any pay hours for such sequence will be paid as pay and credit. A Reserve may bid for a sequence that originates on her/his Flex Day and terminates on a day off and will be processed for such sequence after all Reserves who are available on such day(s) have been processed. Any pay hours on her/his day off, starting at 0000 of her/his day off, shall be paid at pay no credit. In both such cases, the Reserve shall be deemed to have waived such portion of her/his Flex Day and there shall be no reinstatement of such day.
- i. Future: A Reserve may elect to work on a Flex Day and the Reserve shall make such choice known to Future Crew Schedule prior to 1700 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

her/his option, revoke her/his election and have her/his Flex Day reinstated.

- ii. Daily: A Reserve may elect to work on a Flex Day. The Reserve shall make such choice known to Daily Crew Schedule. If contacted for sequence assignment, she/he must accept such sequence assignment, provided she/he is legal to operate the sequence. Such Reserve may opt to reconsider and protect her/his days off, as long as she/he advises Daily Crew Schedule prior to being contacted for a Daily sequence assignment.
  - e. If actual operations cause a Reserve's duty period to be extended into her/his Flex Day(s), any pay hours on or after 0000 of her/his 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 her/his 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 her/his 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 she/he returns to base.
4. A Reserve may not be assigned training on a Flex or Golden Day unless she/he consents 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.18.
  - 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.18.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 her/his 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.

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

1. In the event a Reserve has been assigned on a Flex Day, or the Reserve has worked into a Golden Day or Flex Day because of actual operations as specified in Paragraphs B.2.c and B.3.e, the Reserve and the Company shall mutually agree to the reinstatement of a Golden Day on a different day in that bid period.
2. The Reserve will be required to contact Crew Schedule for the reinstatement of her/his 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 no agreement is reached, or 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, she/he 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 she/he consents 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 her/his home crew base which is reducible at her/his option as specified in Scheduling, Section 10.
2. Unless notified of an assignment for the current reserve duty day in accordance with Paragraph M upon check-out from a Reserve's sequence, or upon completion of a Standby assignment at her/his home or Temporary Duty Assignment (TDY) crew base, she/he shall be considered released from Reserve duty to begin her/his legal crew base rest period. If a Reserve checks in at the airport but does not fly, she/he will resume her/his RAP unless released by Crew Schedule. A Reserve will not be required to be available for contact by Crew Schedule during her/his crew base rest as specified in Hours of Service, Section 11.
3. Upon release into such uninterrupted rest period at a home or TDY crew base, a Reserve; will not be called by Crew Schedule 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 her/his 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.
4. After the Reserve has completed her/his rest, she/he will be placed on a full RAP shift unless the Reserve requests to be placed on a RAP with a modified start time. Crew Schedule may, but is not required to, award the modified RAP to the Reserve. The modified RAP will contain the same end time as the originally published RAP.

Example: The rest following a reserve sequence ends at 0800. A Reserve was originally assigned RAP A. She/he will be reassigned to RAP B since she/he will be available for the entire RAP. She/he may request RAP A which has a 0700 start time. If Crew Schedule agrees to award a modified RAP, the Reserve will commence RAP A at 0800 and end her/his RAP at 1900.

5. At Crew Schedule's option, at any point a deficit of Reserves exist in a particular RAP, Crew

Schedule 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 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 Schedule.
4. A Reserve may be assigned to either a four (4) or six (6) hour Standby shift. Pay and credit for Standby such 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 her/his uninterrupted crew base rest at the end of her/his Standby shift.
5. No Reserve may be involuntarily assigned to a Standby shift more than two (2) times in a month, unless all available Reserves at the base have been assigned two (2) times.
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 her/his initial report time at the airport, she/he 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 she/he is not assigned a sequence, duty time shall terminate at the end of the Standby shift. If she/he is not assigned a sequence, duty time will terminate when she/he is released at the end of the Standby shift. If she/he is assigned a sequence, duty time will terminate when she/he is 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 or five (5) hours and fifteen (15) minutes for a shift of six (6) hours.
  - b. A Standby who is awarded or assigned a sequence departing within her/his 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 report time of the sequence, shall be credited with one (1) hour for each one and one-quarter (1.25) hours on duty.

- c. A Standby who is awarded or assigned a sequence departing outside her/his 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 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 sequence that departs at 1300. The Flight Attendant would receive daily duty rig pay (one for one and one-quarter) for the time between 0700 Standby report and the 1200 sequence report, and 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 checked-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 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 her/his 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 seniority. A Standby shall not be assigned a sequence into her/his Flex Day(s) unless she/he is the only Standby available to operate the sequence and Crew Schedule is unable to split the trip prior to her/his 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 1700 HBT on the day the Standby shift is scheduled, concurrent with Future Reserve Processing for the following day.

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

1. There shall be no more than four (4) RAPs.
2. Crew Schedule 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 her/his assigned RAP if she/he is not given an assignment. A Reserve will be released from the last RAP of the day no later than 2359 HBT of her/his last day of availability.

A Reserve will not be required to be contactable outside of her/his RAP. A Reserve will be required to be available to accept a duty assignment during her/his 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 NIPD). Sequence check-in times will not be shortened in order to make an assignment.

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.

3. 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.
4. A Reserve on a RAP may be assigned a Standby shift that terminates no later than two (2) hours after the end of her/his assigned RAP.
5. At her/his option, a Reserve may extend the end of her/his 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 Schedule discretion.

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

1. A Reserve shall be required to report within two (2) hours from the time she/he is notified of a sequence by Crew Schedule. If a Reserve reports to the airport after check-in time for the sequence, she/he shall receive pay and credit for the sequence as if she/he 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 Schedule shall first attempt to contact a Reserve at the Reserve's primary telephone number. A Reserve may use a cellular phone number as her/his 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 Schedule 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 Schedule from the second call if a secondary contact number is provided, or fifteen (15) minutes to respond to Crew Schedule from the initial call if no secondary contact number is provided.

#### **I. FUTURE RESERVE BIDDING**

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 1700 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;
  - d. Specific RAPs.
2. Crew Schedule 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 Schedule shall assign that Reserve during the processing of Reserve awards.

#### **J. FUTURE SCHEDULING AWARD AND ASSIGNMENT**

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 Schedule determines an operational need due to insufficient Reserve coverage in a particular crew base, sequences may be redistributed to another crew base(s). 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 M. 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 1700 HBT. Open sequence positions which have not been awarded from the Unsuccessful Bidders List and which remain open at 1700 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 Schedule 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 1800 HBT through an automated system. A Reserve shall acknowledge the assignment through the automated system, which may include a voice response system prior to 2100 HBT. If the Reserve is on a sequence and unavailable to contact the automated system prior to 2100 HBT, she/he will be responsible for reviewing and acknowledging her/his 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 her/his 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.

- d. A 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).
  - e. 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 her/his 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 her/his 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, she/he 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 her/his 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, she/he 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, she/he will not be awarded the requested sequence into her/his day off and will be processed in seniority order in her/his 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 her/his Flex Day consistent with this Section and Scheduling, Section 10.G.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 her/his RAP as specified in Paragraph K.

11. A Reserve awarded or assigned a sequence from Future Scheduling shall be required to complete her/his Reserve duty (Standby/RAP or sequence) for the current day. At Crew Schedule's discretion, a Reserve may be released from her/his current RAP. At the conclusion of her/his current day assignment, she/he 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 she/he indicates to Crew Schedule she/he wishes 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 Schedule 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.3. 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 her/his 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 Schedule may elect to split a sequence(s) to balance the number of Reserves and sequences within a grouping.
- b. In the event that Crew Schedule 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**

### 1. General

- a. Sequences which open during or after the Future Scheduling Award and Assignment Process 1700 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

Daily (Next Day Assignment) – A Reserve assigned a RAP for the next day, shall complete her/his current day's RAP assignment. If the Reserve receives an assignment within her/his RAP for the next day, she/he 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 Schedule or her/his designee, the Reserve shall not be released from the next day's RAP and will be responsible to be available for possible reassignment during her/his RAP.

Daily (Day Of Assignment) – A Reserve on a RAP for the current day shall be released from her/his 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 Schedule or her/his designee, the Reserve shall not be released from her/his RAP and will be responsible to be available for possible reassignment during her/his RAP.

- c. 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. 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.
- d. 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 her/his 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.
- e. Groupings of Reserves on RSV days shall be ordered as follows:
  - i. RAP award;
  - ii. Least to most number of previous daily assignments as specified in Paragraph K.5;
  - iii. Then inverse seniority.
- f. If a sequence is legal for more than one (1) RAP, Crew Schedule 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-g;
  - iv. A Reserve in the later RAP according to K.2.f-g;
  - v. A Reserve on the earlier RAP according to K.2.h-j;
  - vi. A Reserve on the later RAP according to K.2.h.-j;

vii. 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 Schedule shall assign such sequence in the following order subject to the provisions of Paragraph K.1:
  - a. Lineholders on the Unsuccessful Bidder's list pursuant to Scheduling, Section 10.F.3.b;
  - b. "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 preference 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 her/his list of preferences;
  - 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.e;
  - d. Reserves on a RAP from the next highest grouping according to the priority established in Paragraph K.1.e;
  - e. With Crew Schedule consent, "Aggressive Reserves" on a RAP who indicate a desire to work on or be assigned 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 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.e;
  - 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.e;
  - i. Reserves on a RAP from any grouping who must work into one (1) Flex Day and holds an ETB sequence on her/his Flex Day. Such ETB sequence will be dropped and there will be no pay protection for the ETB sequence. Such sequence assignment shall be assigned according to the priority established in Paragraph K.1.e;
  - j. Sequences or Standby shifts which remain open after daily processing will be assigned according to Paragraph M.
3. For sequences which open or remain open within two (2) hours prior to scheduled departure (three (3) hours in co-terminal bases), Crew Schedule shall assign such sequences in the following order of assignment:
  - a. A Standby Reserve if checked-in, or scheduled to be on duty and checked-in at least one (1) hour prior to departure according to the parameters of Paragraph F;
  - b. If no Standby is available, the order of assignment as specified in Paragraph K.2.b.-j. If a greater delay of a flight would be realized by using the provisions of Paragraph K.2, Crew

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

- c. Crew Schedule will assign sequences as specified in Paragraph K.2.b.-j, or Paragraph M, 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 Schedule will not be required to wait for a return call and will continue processing until positive contact is made;
- d. If the sequence continues to remain open, such assignment will be processed according to the parameters of Paragraph M.

#### 4. Aggressive Reserve Status

- a. A Reserve requesting to be assigned first on RSV days, Flex Days or 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 of pay and credit in a month, any hours flown 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.
- 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 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. Avoid or Desire Standby shifts;
  - v. Contactable during uninterrupted rest;
  - vi. The RAP(s) for which the Reserve is available.

#### 5. ASG Indicator

- a. Each Reserve assigned to a sequence will be credited with an ASG code. Such code will be credited to a Reserve once for each calendar day assigned by Daily Scheduling, except:
  - i. Aggressive Reserves assigned to a sequence by Daily Scheduling shall not be credited with an ASG code for such assignment.
  - ii. After receiving the ASG credit the Reserve is unable to report for the assigned sequence.

- b. The ASG code will be applied during the month in which the assigned sequence originates.

#### **L. CALLING OUT OF TIME**

The monthly maximum for Reserves will be consistent with the monthly maximum established for Lineholders in each base. A Reserve will not be required to accept an assignment that would result in her/him exceeding the monthly maximum. A Reserve shall not be required to be on call once she/he has 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 Schedule will allow a Reserve to ROC or to accept the sequence and exceed the monthly maximum or at Crew Schedule'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.

#### **M. PRIORITY OF 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. Out-of-base Reserves, in accordance with inverse seniority, avoiding conflicts with Golden Days and vacation days and, when possible, with Flex Days. An out-of-base Reserve so assigned may choose which sequence she/he will be assigned if more than one sequence remains open at the time of assignment.
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. Awarding the earliest departure to the least senior Reserve whose previously assigned sequence reports at 1200 HBT or later and 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 her/his 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 RSV day(s) that continues into her/his 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 she/he be reassigned into her/his Golden Day(s).
  - c. A Reserve who voluntarily makes herself/himself 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 Schedule, to legal and available inbound Reserves.
4. A Reserve on a Flex Day in inverse seniority order.
5. 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 Schedule 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 her/his 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 her/his 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 her/his 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.

#### **N. SEQUENCE VERIFICATION AND RESERVE CHECK-IN**

1. Each time a Reserve logs into the crew tracking system, that 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 crew tracking system. 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 her/his schedule.
2. A Reserve shall be required to check her/his future assignment as specified in Paragraph J.4.
3. Daily assignments occurring between 1800 and 0200 HBT for the following day will be added to the Crew Schedule system and will require the Reserve to electronically acknowledge such assignment. However, Reserves who have already acknowledged an assignment between 1800 and 0200 HBT for the following day will be notified of any sequence reassignment by positive contact.
4. Daily assignments occurring after 0200 HBT to a Reserve for the same day will be made by positive contact. A Flight Attendant shall not be called during the period of 0000 and 0500 HBT unless the departure is within three (3) hours or unless necessary to prevent a delay.

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

#### **O. ASSIGNMENT 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.

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 Schedule;
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.

#### **P. 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.

#### **Q. MONTH TO MONTH INTEGRATION**

1. Reserve to Lineholder

If an assignment of a sequence which continues from one month into the next is necessary, she/he 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.

## **R. 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 Schedule to relinquish a trip sequence to another Flight Attendant.

- a. A Reserve relinquishing a trip sequence will have her/his Reserve Guarantee reduced by the value of the relinquished trip and such hours will be applied to her/his monthly maximum.
  - b. All legalities related to the dropped trip sequence will be assumed, as scheduled to be flown. A Reserve at her/his option may waive such home base rest consistent with Scheduling, Section 10.
3. When an award or assignment is given to a Reserve, Crew Schedule 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.

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

### **1. 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:**

- a. Release from her/his availability obligation for the remainder of the day. If this option is chosen, then her/his guarantee will be docked for that one (1) day only. The Flight Attendant will then be released until her/his next day of obligation to the Company.
- b. Remain available for the remainder of that day. In this option, Crew Schedule 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 her/his reserve obligation for that day. If the Flight Attendant is held available to Crew Schedule under Paragraph S and is not assigned another sequence or Standby duty, then her/his guarantee will not be docked for that day, even if a trip is not assigned for that day.

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

**T. GENERAL**

1. When an award or assignment is given to a Reserve, Crew Schedule 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.

## **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 her/his 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 her/his 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 her/his 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 her/his 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 her/his language in her/his 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 her/his 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 her/his home crew base and continuing until fifteen (15) minutes after arrival at her/his 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, she/he 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 her/his crew base for any TDY assignment of seven (7) calendar days or more. Such a request must be made in writing to her/his Flight Service 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 her/his temporary duty;
- 2. Pay and duty rig credit/variable 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 her/his 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 variable 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
1) Speaker to Speaker <ul style="list-style-type: none"> <li>• Speaker premium on Reserve guarantee</li> <li>• Speaker premium for all speaker flying</li> </ul>	1) Speaker to Speaker <ul style="list-style-type: none"> <li>• Speaker premium on Reserve guarantee</li> <li>• Speaker premium for all Speaker flying</li> </ul>
2) Speaker to non-Speaker <ul style="list-style-type: none"> <li>• No speaker premium on Reserve guarantee</li> <li>• No speaker premium on any flying</li> </ul>	2) Speaker to non-Speaker <ul style="list-style-type: none"> <li>• Speaker premium on Reserve guarantee</li> <li>• Speaker premium for all Speaker flying</li> </ul>

## INTERNATIONAL (INTL) PREMIUM

TDY BID AND AWARD	TDY INVOLUNTARILY ASSIGNED
1) Intl eligible TDY to Intl eligible <ul style="list-style-type: none"> <li>• Intl premium on Reserve guarantee</li> <li>• Intl premium on Intl flying only</li> </ul>	1) Intl eligible TDY to Intl eligible <ul style="list-style-type: none"> <li>• Intl premium on Reserve guarantee</li> <li>• Intl premium on all flying</li> </ul>
2) Intl eligible TDY to Non-Intl eligible <ul style="list-style-type: none"> <li>• No Intl premium on Reserve guarantee</li> <li>• Intl premium on Intl flying only</li> </ul>	2) Intl eligible TDY to Non-Intl eligible <ul style="list-style-type: none"> <li>• Intl premium on Reserve guarantee</li> <li>• Intl premium on all flying</li> </ul>
3) Non-Intl eligible TDY to Non-Intl eligible <ul style="list-style-type: none"> <li>• No Intl premium on Reserve guarantee</li> <li>• Intl premium on Intl flying only</li> </ul>	3) Non-Intl eligible TDY to Non-Intl eligible <ul style="list-style-type: none"> <li>• No Intl premium on Reserve guarantee</li> <li>• Intl premium on Intl flying only</li> </ul>
4) Non-Intl eligible TDY to Intl eligible <ul style="list-style-type: none"> <li>• Intl premium on Reserve guarantee</li> <li>• Intl premium on Intl flying only</li> </ul>	4) Non-Intl eligible TDY to Intl eligible <ul style="list-style-type: none"> <li>• Intl premium on Reserve guarantee</li> <li>• Intl premium on Intl flying only</li> </ul>

### E. SCHEDULING

1. A TDY Reserve will retain her/his schedule from her/his 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 her/his 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 her/his 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 her/his 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 her/his Golden Days to mutually agreeable dates at her/his crew base, either before or after, but not during the period of her/his 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 her/his 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.

#### **H. OUT-OF-BASE SINGLE SEQUENCE ASSIGNMENT**

If it is determined that Reserve coverage at another base is temporarily inadequate, the Company may award or assign an individual sequence from the base that is short to a Reserve from another base where the Company has determined that Reserves are available to cover such assignment. Crew Schedule will offer such out-of-base sequence to Reserves pursuant to Reserve Duty, Section 12. On-duty time for purposes of scheduling legalities, credited flight time and Per Diem shall begin to accrue in the Reserve's home base, one (1) hour before scheduled departure and shall continue until fifteen (15) minutes after her/his arrival back at her/his home base, or until actual release time, whichever is later.

#### **I. 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 her/his base until released in her/his 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 her/his 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 I.2.b and I.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 her/his base may receive an out-of-base Reserve Standby assignment only if she/he has the days and hours of availability for the new Reserve Standby assignment as specified in Paragraph I.1. The start of the Reserve Standby shift in her/his base shall be used for purposes of calculating the Duty and Trip Rigs specified in Paragraph I.2 and the minimum guarantee for the day.
  5. 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.
- J. All applicable provisions of this Agreement and any related Side Letters in this Agreement shall apply to TDY except as specifically modified Section 13.

## 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 thirty (30) 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 thirty minutes (30) block.

### C. INTERNATIONAL PAY

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

**D. INTERNATIONAL DUTY TIME LIMITATIONS**

<b>Duty Type</b>	<b>On-Duty</b>		<b>Max Block excluding deadhead</b>	<b>Segment Restrictions</b>
	<i>Max Scheduled</i>	<i>Max Actual</i>		
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 Domestic segment and one (1) IPD segment, or a one day turn (2 NIPDs) or two (2) NIPD segments.
Long Range	16:00	18:00	14:30	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).

\*Exceeding sixteen (16) hours on-duty maximum in actual operations will be subject to the two hundred percent (200%) pay premium as described below.

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**

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. 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 Schedule may offer, and a Flight Attendant may voluntarily agree to continue working. A Flight Attendant crew who agrees to remain on-duty for more than sixteen (16) 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%). The flight can operate with minimum crew if some of the crew chooses not to fly. Once a Flight Attendant has volunteered to exceed the maximum duty limitations, she/he will receive the pay specified above, even if the duty limitations are not exceeded. In such circumstances, the rest provisions contained in Paragraph F, 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 of scheduled up to fourteen (14) hours and thirty (30) 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. 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 thirty (30) 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 scheduled on-duty period (including sign-in and de-brief) of seventeen (17) hours and forty-five (45) minutes;

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).

## 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 a duty period containing an International flight with an originating 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.
2. On a duty period containing an International flight with an originating NIPD segment, a Flight Attendant will be required to be onboard the aircraft ready to receive the passengers at forty-five (45) minutes.
3. On a duty period containing an International flight with an originating 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.

## 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 her/his 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 her/his 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 her/his home crew base immediately following a duty period containing one International segment with a duration in excess of twelve (12) hours, but not more than fourteen (14) hours and thirty (30) minutes.
  - b. A Flight Attendant shall be provided no less than forty-eight (48) hours at her/his home crew base immediately following a duty period containing one International segment with a duration in excess of fourteen (14) hours and thirty (30) minutes.

\*A Flight Attendant shall be provided no less than fourteen (14) hours and thirty (30) minutes rest at her/his 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 nine (9) hours and thirty (30) minutes of rest (calculated from release from duty to report for duty) while on a layover which, in actual operations, may not be reduced below eight (8) hours plus travel time to and from the hotel. In actual operations, the intent of this paragraph is to require "eight (8) hours behind the door" minimum rest. If the minimum rest (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 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. If a layover results in less than nine (9) hours rest, the Flight Attendant shall be provided with FAR 121.467 compensatory rest. Compensatory rest must be at least ten (10) consecutive hours and must be scheduled to begin no later than twenty-four (24) hours after the beginning of the reduced rest period. The compensatory rest must occur between the end of the scheduled duty period and the beginning of the subsequent duty period and may be on a layover or home base.

4. As an exception to the layover rest specified in Section 14, the Union 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 Union 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, she/he 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 she/he has IPD trips scheduled in her/his 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 she/he 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 she/he has IPD trips scheduled in her/his line, she/he 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 Flight Service Management to ensure compliance among her/his 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 Purser are required, the Company shall determine the number of Flight Attendants required to be qualified as Purser 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 Purser are required by the average line value.
- b. The Flight Attendants qualified as Purser 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 eighty (80) Flight Attendants system wide per year. The eighty (80) Flight Attendant training slots may include Purser vacancies required by the one hundred and fifty percent (150%) calculation specified in Paragraph L.2.b.
- 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 she/he opts 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 her/his file pursuant to General, Section 37.Q; 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 Union. 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 her/his 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 her/his file pursuant to General, Section 37.Q;
  - iv. Must accumulate at 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 her/his own (i.e., adequate bidding but insufficient seniority to hold Purser monthly bid position) will be considered to have met her/his obligation. A Purser who does not achieve the participation level will lose her/his 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 her/his seniority at her/his 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, she/he 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;
    - (b) In the event there is one (1) Purser qualified Flight Attendant on the flight, she/he 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 Schedule 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 she/he 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 transactions 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 her/his seniority at her/his 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, i.e., BUPA. 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 she/he is on an International sequence, she/he 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 her/his 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 greater than twenty-four (24) hours, an additional five (5) hours, including all premiums, will apply for each subsequent twenty-four (24) hours or fraction thereof. 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:

<b>Aircraft Type</b>	<b>Number of Speakers</b>
Narrowbody *	Up to 1 per flight
Widebody/Dual aisle with < 200 main cabin seats**	Up to 1 per class of service
Widebody with 200 or > main cabin seats	Up to 1 per each 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 foreign language qualified Flight Attendants 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.
5. Based on the unique requirements of a market, the Company may make adjustments to the allocation of Speakers on a per cabin basis. In no case shall the total number of required Speakers per flight exceed the maximums specified in Paragraph A.1. The Company will provide advance notice to the APFA prior to implementing any adjustments.

### B. LANGUAGE LOCK-IN

1. A Flight Attendant awarded or assigned to a crew base on the basis of her/his 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 her/his 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.I.

### **D. PBS AWARDS**

1. Each bid period, the Company shall identify the designated Flight Attendant sequences and number of positions per cabin 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 and ETB.
2. 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 and Speaker Reserve lines will be awarded to Speakers seniority order in her/his language. A Speaker may construct a line containing IPD and NIPD sequences in her/his speaker language.
3. A Speaker Lineholder may be awarded non-Speaker sequences in her/his line consistent with her/his seniority provided the PBS solution can distribute substantially all Speaker trips to Speaker Lineholders in accordance with the recommendations of the JSIC, and consistent with the PBS system and the recommendations of the vendor.
4. During the Speaker-only PBS run, 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, she/he, when being processed with non-Speaker in PBS may select the High Option for non-Speaker sequences.
5. Only Speaker Lineholders may be awarded Speaker sequences in PBS. Remaining Speaker sequences will be distributed pursuant to Paragraph F.
6. Separate Reserve lines for Speaker Reserve coverage may be created utilizing the PBS system pursuant to Scheduling, Section 10, after Speaker sequences are distributed. The PBS system may require a minimum number of Speaker Reserves.
7. 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.
8. A Flight Attendant with multiple language qualifications may be awarded or assigned trip sequences in any language for which she/he is qualified.
9. Foreign language qualified Flight Attendants awarded sequences above the maximum complement shall be awarded positions in accordance with the provisions of Seniority, Section 20.

### **E. LANGUAGE ASSIGNMENT**

1. In the event there are insufficient qualified bidders for any trip sequence requiring foreign language speaking Flight Attendants during the monthly bidding process, the Company may assign the junior qualified Flight Attendant to such trip sequence in reverse order of seniority.
2. In the event there are insufficient qualified lineholders possessing the foreign language speaking qualification required by the Company, the Company may assign the junior Reserve(s) at the base possessing the qualification to a bid vacancy in reverse order of seniority.
3. Foreign language qualified Flight Attendants above the maximum complement shall be awarded positions in accordance with the provisions of Seniority, Section 20.

**F. ASSIGNMENTS OF SPEAKER SEQUENCES THROUGH TTS, FUTURE PROCESSING, DAILY PROCESSING AND RESERVE PROCESSING**

1. Awards of Speaker flying through Future and Daily Processing
  - a. Open Speaker flying will be processed for all Speaker languages before any non-Speaker open flying is processed.
  - b. Open Speaker flying will be covered first by a Flight Attendant qualified in the appropriate Speaker language who has indicated a preference for such trips in accordance with Scheduling, Section 10.
  - c. In the event open Speaker flying is not covered by such a Flight Attendant, the sequences will be offered to the appropriate Speaker qualified Reserve.
  - d. Only Speaker Lineholders may pick up Speaker sequences from Company time in TTS. After the final TTS run prior to the sequence, the sequence will be offered to non-Speaker Flight Attendants only if there are no Speaker Reserves available to take the sequence.
  - e. If such sequence still remains uncovered, the sequence will be awarded to the appropriate non-Speaker Lineholder who has requested the sequence through the Unsuccessful Bidders List. If the sequence remains uncovered after offering it to the appropriate non-Speaker Lineholder, the sequence will be assigned to a non-Speaker Reserve.
2. A Speaker may be bypassed for a non-Speaker flying assignment and retained on her/his RAP as a result of her/his foreign language qualification or days of reserve availability. Such override shall be reflected on the Flight Attendant's monthly activity record and indicated when the Flight Attendant receives her/his assignment notification with the reason for the override, e.g., retained for language qualification.
4. Charters requiring a Speaker will be bid and awarded in accordance with the provisions of Charter, Section 18.
5. 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 her/his name.

**G. POST LINE AWARD ADJUSTMENT (ETB, TTS)**

### 1. Adding Sequences with ETB or TTS Pick-up Transactions

A Speaker Lineholder may use TTS or the ETB to add any sequences (Speaker or non-Speaker) after her/his original line award. A Speaker Reserve may use ETB to add sequences (Speaker or non-Speaker) on days off.

### 2. Sequences Trades through ETB

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 her/his sequence with a non-Speaker Flight Attendant provided the minimum number of Speakers is staffed per Paragraph A.

### 3. TTS Drop/Pick up Transactions

A Speaker Lineholder 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 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.

### 4. TTS Drop Transactions

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.

### 5. TTS/Unsuccessful Bidders

If the drop or sequence is not available, the transaction will be moved to Daily Scheduling. Daily Scheduling will process the post-TTS bids pursuant to Scheduling, Section 10.F.

## H. LANGUAGE PROFICIENCY

1. The Company may schedule, no more than once every two (2) years, a language assessment test for Flight Attendants qualified in designated languages. The purpose of the assessment will be to determine a Flight Attendant's level of proficiency in her/his designated language(s). The assessment will be designed by an independent outside vendor.
2. A language qualified Flight Attendant who passes any language skills assessment test at a rating of "superior" will be exempt from all further testing.
3. A Flight Attendant must receive a minimum language skills rating as established by the Company to retain her/his foreign language qualification. A Flight Attendant who does not achieve and maintain the minimum language skills rating will lose her/his qualification.
4. Based on the assessment level achieved, the Flight Attendant will be scheduled for future language assessment testing every two (2), four (4), or ten (10) years, except as provided in Paragraph F.2.

5. The Company will maintain language books/tapes, and/or CDs and other study aids for Flight Attendant use to increase language proficiency. The use of such study aids will be on the Flight Attendant's own time and shall not be considered training under the terms of this Agreement.
6. If a Flight Attendant fails the Company-approved proficiency test, but achieves a rating one (1) level below the minimum passing score, she/he 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, she/he may retake the proficiency test at her/his 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 accredited educational institution or any other educational institution 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 language 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 foreign language qualified Flight Attendants 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 ten (10) 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 ten (10) 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 her/his 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 ten (10) or more years of occupational seniority and who are not serving a language lock-in.

## **M. HAITIAN-CREOLE SPEAKING FLIGHT ATTENDANTS**

1. If the Company elects to require Haitian-Creole speaking Flight Attendants on flights to and from Haiti, the Company will proffer to any qualified French-speaking Flight Attendant(s) the opportunity to be trained in the Haitian-Creole language. The examination to determine if a Flight Attendant is a qualified French language will be administered at Company expense by an outside language expert(s) determined by the Company in accordance with Paragraph I.
2. If insufficient qualified French-speaking Flight Attendant(s) accept the training or do not qualify in speaking the Haitian-Creole language, upon completion of training, the Company may hire new employees with the required language qualification. The Company reserves the right to select the appropriate language training school that will determine if the Flight Attendant(s) are qualified at the end of training.

## **N. 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, she/he 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 her/his last leg of the sequence, she/he 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 K.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 Schedule at least two (2) hours prior to scheduled departure of the deadhead;
- 2. Notify Crew Schedule by telephone 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 she/he needs the hotel room that was secured for her/him;

4. If the scheduled deadhead is to a layover city, then the Flight Attendant is also responsible for her/his 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;
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 Schedule as soon as possible when encountering any unanticipated delays which would affect her/his 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 Schedule as soon as possible to make such a request. Reserves should contact Crew Schedule no later than the conclusion of the reserve call in window if the assignment was given prior to the end of the call in window. If the assignment was given after the conclusion of the call in window, the Reserve should make her/his request at the time of the assignment. Crew Schedule 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 Schedule 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 will not apply to probationary Flight Attendants.

#### **H. DEADHEAD TO CREW BASE OR COMMUTER CITY ON LAST LEG OF A TRIP SEQUENCE**

A Lineholder scheduled to deadhead on the last live leg of her/his trip sequence may choose not to take the deadhead. The Lineholder shall notify Crew Schedule of her/his election prior to the scheduled deadhead.

1. With Crew Schedule's consent, a Reserve scheduled to deadhead on the last live leg of her/his sequence may choose not to take the scheduled deadhead, provided that she/he is available for her/his 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. A commuter Flight Attendant who notifies Crew Schedule of her/his election under Paragraph H may also request to deadhead to her/his commuter city (as indicated in SABRE) in lieu of her/his crew base. If granted, the commuter will be provided with positive space travel on the next available flight on either American Airlines or on a carrier whose inventory is controlled by the Company. Positive space travel will be limited to one (1) segment within the forty-eight (48) contiguous states, 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 contiguous forty-eight (48) states.
  4. A Flight Attendant who would like to change her/his terminating deadhead segment to a different co-terminal airport should contact Crew Schedule to make such a request at the conclusion of the last working segment. Legalities and pay will be based on the originally scheduled 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.
  5. A Flight Attendant scheduled to work the last segment of her/his trip sequence may trade with a Flight Attendant scheduled to deadhead on such flight, provided the Flight Attendants notify Crew Schedule, 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 she/he had worked such flight.
- I. A Flight Attendant who elects to take an on-line flight other than her/his scheduled deadhead flight shall travel on a space-available basis.

**J. SURFACE TRANSPORTATION**

1. Except as provided in Paragraph J.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 Union 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 Expedited Arbitration pursuant to 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 check-in and check-out times applicable to the flight deadhead. A Flight Attendant may call Crew Schedule to revise her/his release time if the actual release exceeds the schedule release time. Such additional time shall be used to adjust her/his rest and in calculating her/his 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.

**K. 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 K is not intended to displace a passenger already holding a seat assignment when the scheduled deadhead

seats are booked. The provisions of Paragraph K 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 or board immediately if boarding has commenced. Prior to pre-boarding, a deadheading Flight Attendant shall leave her/his boarding pass with the gate agent. In the event overhead bins are full, a deadheading Flight Attendant in uniform shall have her/his 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 uniform occupying the jumpseat shall secure her/his luggage in an available overhead bin(s). If the luggage cannot be accommodated in the overhead bin(s), the Flight Attendant may valet check her/his 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.
- L. A Flight Attendant who becomes sick or injured on a trip and is unable to complete her/his trip will be provided positive space transportation to her/his 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 her/his 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.
- M. To avoid a delay or cancellation, a deadheading Flight Attendant may be required to work the flight, instead of deadheading, if the Flight Attendant scheduled to work the flight is unavailable and there is inadequate time to utilize the order of assignment procedures specified in Reserve Duty, Section 12. Any such assignment shall be in inverse order of seniority among all deadheading Flight Attendants on the segment unless a more senior Flight Attendant volunteers.
- N. If Flight Attendants experience repeated difficulties associated with deadheading or surface transportation, the Union may notify the Vice President of Flight Service, or a designee, of the Union's desire to convene an ad hoc Deadheading Committee comprised of Company and Union representatives to investigate the perceived difficulties and report back to the Company and the Union on the Committee's findings and recommendations, if any.

**O. REQUEST TO DEADHEAD AND EXCEED ON-DUTY LIMITATION**

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 she/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, she/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 she/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.
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.

**SECTION 17 - CO-TERMINALS**

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

1. Kennedy/Newark/La Guardia
2. Midway/O'Hare
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
8. Tampa/St. Petersburg

\*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 union 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	TPA-PIE*	1:00
ONT-SNA	1:15	FLL-PBI	1:00
MIA-PBI	2:00	SEA-BFI	:45

\*TPA-PIE is not currently an eligible co-terminal sequence because Flight Attendants are not based in either location.

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 check-in and check-out times applicable to the flight deadhead. A Flight Attendant may call Crew Schedule to revise her/his release time if the actual release exceeds the schedule release time. Such additional time shall be used to adjust her/his

rest and in calculating her/his 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 her/his co-terminal shall be furnished transportation one (1) way between one (1) airport and the other, at her/his 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 will be governed by the rules applicable to sequences at a crew base. Such charter shall be known as a “Base Charter.” All Base Charters shall be identified as a charter in the bid package and open time.
- 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 Paragraph 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 and the Company will adhere to the “No Discrimination” provision of General, Section 37.A. 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.

## **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 the aero medical CRAF operation, or three dollars (\$3.00) per hour while participating in CRAF troop movements.
2. As an exception to the minimum guarantee provided in Compensation, Section 3, each Flight Attendant who holds a Regular or Reserve CRAF line pursuant to Paragraph F.1 shall receive a minimum guarantee of eighty (80) hours pay for each month. A Flight Attendant who voluntarily gives up a sequence(s) to reduce her/his line below eighty (80) hours will have her/his guarantee reduced accordingly.
3. If a CRAF sequence is rescheduled, a Flight Attendant shall receive the greater of the scheduled or actual pay and credit for the sequence.
4. 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 aero medical operation, or ten dollars (\$10.00) per hour or fraction thereof while participating in CRAF troop movements 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 ten dollars (\$10.00).

#### **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 dollars (\$20.00).

#### **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 ten dollars (\$10.00).

5. 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 Union will meet and discuss the appropriate crew complements and crew rest seats for such services. In no event shall staffing be less than five (5) Flight Attendants for Aeromedical CRAF service. Any foreign language speaker Flight Attendant shall be in addition to the staffing specified in the chart below. 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 18 hours	Duty Period Scheduled over 18 hours but less than or equal to 20 hours	Duty Period Scheduled over 20 hours*
B757/767 Troop Movement	6	7	9	10
A330 Troop Movement	9	10	12	13
B777-200 Troop Movement	10	11	13	14

\*If a Flight Attendant is scheduled to work all flights in a duty period scheduled over twenty (20) hours, i.e., no deadheads or ferry flights, the Company may reduce check-in time on the sequence in order to reduce the duty period to under scheduled twenty (20) hours. If the Company does so, the Flight Attendant will be paid as if she/he checked in at normal check-in times.

**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 referencing within sixty (60) days of Date of Ratification of this Agreement, and this list shall be kept up-to-date by referencing on September 1<sup>st</sup> of every succeeding year. Any Flight Attendant on the System Seniority List who requests during referencing will be added to the CRAF Preference List. A Flight Attendant will stay on the CRAF Preference List until she/he requests removal of 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 Union 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 and equipment qualification training 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 and will continue to offer training in system seniority order until all selected unqualified CRAF Flight Attendants have been trained.
2. Once trained and equipment qualified for CRAF operations, a Flight Attendant will be placed on the CRAF Active List and shall be able to bid for sequences or lines of flying pursuant to Paragraph F.1.
3. 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 her/his vacation, leave or IOD, except that a Flight Attendant at her/his option may cancel vacation in order to attend training or may attend training during her/his vacation and receive training pay in addition to her/his vacation pay. A Flight Attendant on a leave of absence may, upon request, attend CRAF training, if approved in advance by the Flight Service Department.
4. 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 Union, 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.
5. 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.

6. When a CRAF sequence ends with a deadhead flight, a Flight Attendant may elect to take any available ferry flight instead of her/his scheduled deadhead. The Flight Attendant shall receive pay, credit and Per Diem as if she/he 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.
7. A Flight Attendant awarded a CRAF sequence has the option to meet the CRAF sequence at the first live segment and is not required to deadhead or ferry to or from her/his crew base. She/he 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 and Line Construction/Awards
  - a. The Company will construct sequences that consist solely of CRAF flight segments, including any deadhead or ferry flights.
  - b. Line Awards
    - i. The Company will construct CRAF lines if such flying is known and firm at the time of bid line construction.
    - ii. Such lines shall consist of pure CRAF flying.
    - iii. Bid line awards in the CRAF operation will be in accordance with system seniority.
    - iv. Any CRAF sequence which remains unawarded at the completion of the bid line award will be placed on the appropriate CRAF List for Daily and Future processing.
2. Post Line Sequence Assignments
  - a. Sequences that become known after line construction will be awarded on a single sequence basis in accordance with Charters, Section 18.B.
  - b. A CRAF sequence may only be traded for another CRAF sequence.

## **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. At the Flight Attendant's option, the twenty-four (24) hours may be taken out of crew base. However, as an exception to International Flying, Section 14, (duty limitations), the two (2) flight segments restriction shall be waived for CRAF Operations only.
2. Crew rest seats will be provided for Flight Attendants on all CRAF flights exceeding eight (8) hours of total flight time in a duty period or any CRAF flights where pilots are provided crew rest seats.

3. Crew rest seats will be provided as follows: On all CRAF flights exceeding eight (8) hours of total flight time in a duty period, crew seats will be as provided in International Flying, Section 14. On B767 troop movement flights for CRAF or military charters scheduled over fourteen (14) hours, two (2) Business Class crew rest seats in addition to at least one (1) seat in Economy will be provided. On A330 troop movement flights for CRAF or military charters scheduled over fourteen (14) hours, there will be two (2) Business Class crew rest seats in addition to at least two (2) seats in Economy.
4. When a crew is required to work all flights in a duty period, i.e., the duty period does not consist of any deadhead/ferry flying, the Company will have procedures in place that will incorporate designated rest periods for crewmembers to ensure adequate rest. For duty periods scheduled over fourteen (14) hours, adequate rest shall mean no less than two (2) hours per Flight Attendant.
5. If the Company overnights (RON) crews during CRAF operations, overnight rest periods for Flight Attendants will be the same as for pilots.
6. 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.
7. 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 her/his CRAF service from a cause which arises out of her/his CRAF service, shall have a death benefit payable to her/his 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 her/his CRAF service from an accident occurring during her/his CRAF service, shall have a benefit payable to her/his beneficiary as designated by the Flight Attendant under the Life Insurance Plan in the event of death, or to the Flight Attendant herself/himself, 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 her/his 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 insure 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, she/he 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 MILITARY CHARTERS INVOLVING MIDDLE EAST DESTINATIONS**

1. Posting and Filling Procedures for Non-CRAF Military Charters involving Middle East Destinations
  - a. The Company will staff these military charters using a system-wide volunteer list. Flight Attendants whose names appear on the volunteer list will be used in order of seniority at the crew base from which the military charter sequence originates.
    - i. In cases where the city from which the charter originates is not a Flight Attendant crew base, the Company will use volunteers from the crew base city that will best operationally support the military charter.
    - ii. In the event there are an insufficient number of volunteer Flight Attendants at the base from which the charter is staffed, the Company will crew any remaining open positions using volunteers from another base. Such base will be determined by the Company.
  - b. Minimum staffing requirements for these military charters will be:
    - i. 777 – nine (9) Flight Attendants
    - ii. 767 – seven (7) Flight Attendants

### **2. Schedule Conflict**

- a. A Flight Attendant's maximum projection will be determined prior to the assignment of the charter sequence and will be equal to the amount of hours on the Flight Attendant's activity record at that time.

If there is no schedule conflict with the charter sequence, the Flight Attendant will be removed from a future trip sequence(s) as an unpaid over-projection to bring the projection back down to an amount equal to, or below the pre-determined maximum allowed.

- b. In the event a volunteer Flight Attendant has a schedule conflict with the charter sequence, she/he will be removed from the conflicting trip(s) and will fly the military charter. The Company agrees to pay each Flight Attendant the greater of the trip or trips from which she/he was removed or the military charter trip.
- c. A Flight Attendant will have the option to exceed her/his maximum projection in Paragraphs J.2.a and J.2.b.

### **3. On-Duty Limitations**

Due to the unique circumstances surrounding these charters, the on-duty limitations provided in Hours of Service, Section 11, will be modified as follows:

- a. Flight Attendants will not be scheduled to remain on-duty for more than eighteen (18) hours, and in no case will a Flight Attendant be required to remain on-duty for more than twenty (20) hours in one (1) duty period; however, the captain will determine whether the crew will, in actual operations, exceed the twenty (20) hour on-duty limitation.
- b. Flight Attendants may be scheduled in excess of twelve (12) consecutive block hours in any twenty-four (24) consecutive hour period, provided such scheduled block hours conforms to the on-duty limitations provided in Paragraph J.3.a.
- c. All other legalities provided in Scheduling, Section 10, Hours of Service, Section 11, and International Flying, Section 14, will apply.

#### 4. Required Rest Period

- a. A Flight Attendant who is scheduled to perform military charter flying as provided for in Paragraph J, must be given a minimum layover rest equal to twice the scheduled or actual flying time, whichever is greater, not to exceed twenty-four (24) hours.
- b. The layover rest period following the charter duty period, and preceding a duty period in which only deadheading is performed, shall be a minimum of twelve (12) hours. This rest period may be waived by the Flight Attendant to deadhead.
- c. The minimum rest period preceding a duty period involving eight (8) or more block hours shall never be less than twelve (12) hours.

#### 5. On-Board Crew Rest

- a. In the event that revenue passengers are transported on both legs of a turn-around within a duty period that exceeds the on-duty limitations provided in International Flying, Section 14, the Company will designate four (4) crew rest seats or four (4) crew rest bunks, depending on aircraft type, irrespective of flying time. Crew rest will be as specified in Crew Rest, Section 38.
- b. On all other flights, the crew rest provisions of Crew Rest, Section 38, will apply.

#### 6. Crew Meals

The Company will provide a crew meal and a bottle of water for each Flight Attendant, either working or deadheading, on each flight segment of the turn-around. Such crew meals will be identical to those provided to the pilots.

#### 7. Exchange of Trips

Because of the special nature of these military charters, Flight Attendants, once assigned, will not be permitted to trip trade or drop these sequences.

#### 8. Volunteer List

The volunteer list used to staff these special non-CRAF military charters described herein will be the same volunteer list provided in Paragraph D.

## **SECTION 20 - SENIORITY**

- A. Occupational Seniority as a Flight Attendant shall be based upon the length of service as a Flight Attendant with the Company.
- B. Occupational Seniority - For Flight Attendants hired before August 1, 2014, seniority among Flight Attendants is based on the seniority list proffered to the Company on August 1, 2014. For Flight Attendants hired after August 1, 2014, seniority among Flight Attendants shall be based on the first day of initial training or, where applicable, on the adjusted seniority integration date (SID) as determined during the seniority integration process. The parties accept the August 1, 2014 Seniority List as correct. Such seniority will continue to accrue except as provided in Paragraphs G and H.
- C. 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. 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.

### **D. CLASSIFICATION/LONGEVITY SENIORITY**

- 1. For compensation and vacation accrual, classification/longevity seniority shall begin to accrue from the date an employee is first employed by the Company as a Flight Attendant and shall continue to accrue during such period of employment, except as otherwise provided in this Agreement.
  - 2. As of the date of ratification of this Agreement, a Flight Attendant shall retain classification/longevity for pay and vacation accrual purposes for any time accrued in another Company position that has been applied toward Flight Attendant service in accordance with a previous Collective Bargaining Agreement. As of the date of ratification of this 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.
- E. Occupational Seniority shall govern all Flight Attendants for purposes of bidding rights, furlough, recall, vacation preferences, filling of vacancies, and for pass travel purposes if Company Travel Policy utilizes seniority for pass travel purposes.

### **F. 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 her/his seniority on any such revised list, but such protest shall be confined strictly to error or change occurring sub-

sequent 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 her/his 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 F.

G. A Flight Attendant whose service with the Company is permanently severed shall forfeit her/his seniority rights.

#### **H. TRANSFER TO NON-FLYING OR SUPERVISORY DUTIES**

1. Temporary Transfer to Flight Service Management and Related Flight Service 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 Flight Service Management and Related Flight Service Duties, e.g., Food & Beverage, Training, etc.
  - a. A Flight Attendant who transfers to a Management or other non-flying duties directly related to Flight Service 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 H and are currently retaining Occupational Seniority shall be extended the retention and accrual provisions in Paragraph H.1.
  - c. In order to accrue and retain seniority, the Flight Service employee must maintain Flight Attendant qualifications.

#### **I. TRANSFER TO NON-RELATED DUTIES**

A Flight Attendant who transfers to another position in the Company not related to Flight Attendant duties shall retain accrued Occupational Seniority for one (1) year, and thereafter her/his name shall be deleted from the Flight Attendant System Seniority List.

#### **J. 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.

#### **K. DUES PAYMENT**

Flight Service Management and related employees covered by Paragraphs H.2 and I shall not be required to pay dues to the APFA.

**L. RETURN TO LINE FLIGHT STATUS**

Upon return to duty from non-flying or Flight Service duties as outlined in Paragraphs H, I, and J, the Flight Attendant will be permitted to return to her/his former base station. Should the former base no longer exist, she/he 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.

**M. 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 H.2 or I 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 one hundred and eighty (180) days 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 her/his schedule during the contractual month provided contact is made and approval is given by her/his Flight Service Manager or, in the Flight Service Manager's absence, the Flight Service 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. Flight Attendant vacancies shall be posted at all Flight Attendant crew bases as far in advance as practicable. Such bulletins shall state the number of vacancies to be filled, the reasons why the vacancies exist, the crew base, a deadline date after which bids will not be considered (not less than ten (10) days and not more than fourteen (14) days after the date of the posting), the bid award date, the effective date of the transfer, and the lowest seniority number able to hold a line of flying in the crew base in the last known line award. Upon final determination that a Flight Attendant will be displaced, the Flight Attendant will be provided written notice of the displacement along with a priority return preference form.
- 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 form with the Company. A Flight Attendant has the right to withdraw a transfer request provided a written request for withdrawal is received by the Company 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 her/his first preference honored and awarded based on seniority.
- D. Vacancy Awards
  - 1. Flying status: The most senior Flight Attendant who is in an active flying status 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. Non-flying Status: A Flight Attendant in a non-flying status will be allowed to transfer if her/his report to base can be accomplished within fifteen (15) days of the scheduled report date. In such case, the following shall apply:
    - a. A Flight Attendant in a non-flying status on the effective date of a transfer who reverts to active status by 2359 home base time (HBT) of the fifteenth (15<sup>th</sup>) day from the scheduled report date will retain her/his transfer.
    - b. Should a Flight Attendant in a non-flying status on the effective date of the transfer revert to flying status as described in Paragraph D.1, but subsequently reverts back to non-flying status prior to the fifteenth (15<sup>th</sup>) day from the scheduled report date that the transfer is to become effective the following shall apply:
      - i. If between the two absences the Flight Attendant flies a trip sequence at her/his new base or if she/he has another obligation at the new base, e.g., training, available day or day of reserve, she/he will retain her/his transfer.
      - ii. If between the two absences the Flight Attendant does not fly a trip or complete an obligation as described in Paragraph 2.b.i, she/he will forfeit her/his transfer.

- iii. A Flight Attendant who is in a flying status between 0001 to 2359 HBT on the effective date of transfer but who subsequently goes into a non-flying status within fifteen (15) days of the scheduled report date will retain her/his transfer.
- E. A Flight Attendant will be able to submit her/his 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 her/his position at the crew base at which she/he 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. When a Flight Attendant is displaced as a result of overstaffing at her/his crew base, she/he shall be permitted to exercise her/his 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.
3. A Flight Attendant who is displaced on or after the effective date of this agreement may exercise priority return over non-displaced Flight Attendants and utilize her/his seniority to return to her/his former crew base when a vacancy occurs or the crew base is reopened. Furthermore, free available space on Company transportation facilities for the shipping of personal belongings shall be furnished to the extent permitted by law.
4. A Flight Attendant who wishes to exercise this option of returning to her/his former crew base must file the preference form within thirty (30) days of her/his displacement. Should the Flight Attendant decline the first opportunity to exercise a priority return, or subsequently transfer voluntarily to a crew base in another location, this right of return will be forfeited. Subsequent displacements will not cause the Flight Attendant to forfeit the right of return.
5. 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 her/his return to service and this does not confer a right for priority recall from furlough to a given crew base.

6. A Flight Attendant who is involuntarily furloughed and recalled to a crew base other than the crew base from which she/he was 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 her/his return to service and this does not confer a right for priority recall from furlough to a given crew base.
7. 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.
8. The Company shall provide each furloughed and displaced Flight Attendants with a packet detailing her/his 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 her/his seniority to move to a crew base where vacancies exist and to exercise her/his seniority at such crew base. The APFA and the Company shall utilize the process specified in Paragraph H.2. 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 SPEAKERS**

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. 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**

The Company will establish a method of allowing Flight Attendants from different crew base stations within the same Operation to mutually transfer as provided herein.

1. The Company will process Mutual Transfers on a monthly basis following the processing of vacancy transfer requests, if applicable, as described in Paragraph A.
2. A Flight Attendant who desires a Mutual Transfer should update her/his standing preference list.
3. The Company will maintain a list of Flight Attendants requesting Mutual Transfers.
  - a. Mutual Transfers will be processed in system seniority order.
  - b. Flight Attendants may be required to possess the same equipment/service qualifications and/or the same language qualifications. The net result of required equipment and/or language qualification shall be the same between bases. The most junior Flight Attendant causing the qualification imbalance within the pool may be required to attend training.
  - c. Any required training must be accomplished on day(s) off, available day(s) or a reserve day at the first available opportunity. If the first available opportunity to attend training conflicts with a scheduled trip sequence, the Flight Attendant will be removed from the sequence unpaid and uncredited and the guarantee will be adjusted accordingly.
  - d. Failure to complete the required training during the first month that it is offered will result in a non-qualified status without regard to the current qualifications until such base qualification is obtained.
  - e. A Flight Attendant must be active (in a flying status) the entire calendar day of the mutual transfer match to be eligible for the transfer.
  - f. When a transfer match is made, those Flight Attendants desiring the Mutual Transfer shall be notified by the Company. Such transfer shall be effective on the first day of the next contractual month as defined in this Agreement. A Flight Attendant may not rescind a Mutual Transfer award.
4. 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.
5. The Mutual Transfer shall be at the Flight Attendant's expense.
6. A Flight Attendant involved in a Mutual Transfer shall be responsible for rearranging her/his schedule to avoid trip sequence conflicts. If the Flight Attendant cannot rearrange her/his schedule to avoid a conflict, the Flight Attendant shall be removed from the first trip sequence at the new base as a schedule conflict, and the Flight Attendant shall not be paid or credited for the trip removal and the monthly guarantee shall be reduced accordingly.
7. The Company will make available to Flight Attendants a list of the qualifications typically required and/or held at a particular base.

#### **L. MUTUAL TRANSFERS WHILE ON A PERIOD OF PROBATION**

1. A probationary Flight Attendant will be eligible to mutual transfer in accordance with Paragraph K.
  - a. A probationary Flight Attendant awarded a mutual transfer will be required to attend a Base Indoctrination at her/his new base.
  - b. Such Base Indoctrination will be scheduled by Flight Service 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 only be awarded a mutual transfer one (1) time during her/his 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 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 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 Leave in Lieu of Furlough provisions will be in accordance with Leaves of Absence, Section 25. 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.

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 her/his Voluntary Furlough is terminating (the date of termination is referred to herein as the “Expiration Date”), she/he 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 Furlougees 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 companion 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 furlougees shall occur in the following order:
  - a. Involuntary furlougees will be offered recall in accordance with Paragraph C;
  - b. After all procedures for recall under Paragraph C, have been exhausted, voluntary furlougees 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 furlougee 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 her/his 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 her/his address with the Company and thereafter shall, as soon as possible, advise Flight Service 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 her/his former crew base in accordance with Filling of Vacancies, Section 22.H.3 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 she/he was furloughed may exercise priority return over non-displaced Flight Attendants and utilize her/his seniority to return to her/his former crew base in accordance with Paragraph C.8 and Filling of Vacancies, Section 22.H.5, when a vacancy occurs or the crew base is reopened.
8. A Flight Attendant who is furloughed shall be recalled in order of her/his 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 she/he had accrued prior to such furlough.
11. A Flight Attendant who completed her/his 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 her/his reply and the approximate number of days of anticipated employment. A furloughed Flight Attendant failing to notify the Company of her/his 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 hours flown in the twelve (12) full months prior to the furlough date as per the following schedule:

<u>Years of Active Service</u>	<u>Furlough Pay</u>
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 she/he is 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 Flight Service 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. 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 D.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 D.1.a, shall file a request and substantiated documentation for approval by the Flight Service 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, she/he 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 she/he may be qualified.

**E. PAYMENT FOR UNUSED VACATION**

At her/his option, a Flight Attendant who is furloughed will receive vacation pay for all unused vacation time to the end of the month preceding her/his 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 she/he is alive, otherwise to her/his 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 she/he 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 her/his 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 she/he 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 her/his 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 she/he 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 her/his death or legal determination of death, shall be paid to the legal representative of her/his 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 she/he 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 N 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 at a crew base and will be awarded in seniority order as far in advance as possible. 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 her/his option, a Flight Attendant on a VLOA may attend her/his scheduled training in her/his base month. A Flight Attendant on a VLOA will be required to attend her/his training in her/his 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 her/his 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 N 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 N 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 she/he wishes 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 N 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 her/his personal physician confirming her/his 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 she/he is medically fit to perform all required Flight Attendant duties.
4. Any dispute about a Flight Attendant's ability to perform her/his required duties shall be resolved using the procedures outlined in Medical Examinations, Section 28.
5. Any Flight Attendant who is on an unpaid Medical Leave as of the effective date of this Agreement shall be afforded five (5) years from the Agreement effective date, unless she/he is released to return to active duty and fails to return during such time period.
6. 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 her/his 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.
7. Any dispute about a Flight Attendant's ability to perform her/his normal duties shall be resolved using the procedures outlined in Medical Examinations, Section 28.

8. 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.
9. A pregnant Flight Attendant may remain on active status until her personal physician certifies to the Company that she is no longer able to perform Flight Attendant duties. If the Flight Attendant subsequently provides written verification from her physician that she is not able to perform Flight Attendant duties, the Flight Attendant will be placed on a medical leave of absence.
10. 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.
11. The chart in Paragraph N 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 her/his sick hours while on FMLA for her/his own illness. At the Flight Attendant's option, she/he may use vacation that is or may be scheduled during the year while on FMLA for her/his 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 N contains additional rules and benefits that apply to a FMLA.
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.9.
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 her physician that she is 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 N 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 refused 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 N 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 union 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 Union and shall not be covered by the flight pay loss provisions of Union Business, Section 32.
3. The chart in Paragraph N 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 Union 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 her/his credited flight time does not exceed her/his 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 Schedule. 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 N 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 her/his 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 her/his scheduled vacation days while on a paid Leave of Absence cannot split her/his 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 Personal Leave, VLOA, Leave in Lieu of Furlough, Educational Leave, Maternity 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 her/his claim of being unable to perform her/his 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 she/he intends 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 her/his return date. If a Flight Attendant on an extended leave of absence is required by the FAA to attend new hire training, she/he will be placed in the next new hire class, the start date of which will not exceed ninety (90) days from her/his 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 J.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 a Flight Service 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.
- 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.
- 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 her/his 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 her/his Personal Days by making a verbal request to Crew Schedule with a follow up call to her/his supervisor.
- b. The 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 her/his guarantee.
- c. 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 her/his supervisor. 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. UNPAID LEAVES OF ABSENCE CHART**

Type of Leave	Seniority Accrual	Longevity Accrual (Pay & Vacation Step Increase)	Accrual of Vacation Days & Sick Leave	Medical, Dental & Vision Coverage	Life Insurance and AD&D Benefits	Non-Revenue Travel Benefits
Personal Leave	Yes	30 days	If AVL for 15 days	In accordance with Company policy	In accordance with Company policy	In accordance with Company policy
Voluntary Leave of Absence	Yes	Duration	Duration	Duration	Duration	As if an active Flight Attendant for the duration
Leave in Lieu of Furlough	Yes	Duration	If AVL for 15 days	In accordance with Company policy	In accordance with Company policy	As if an active Flight Attendant for the duration
Educational Leave	Yes	30 days	If AVL for 15 days	In accordance with Company policy	In accordance with Company policy	In accordance with Company policy
Maternity/Medical Leave	Yes	30 days	If AVL for 15 days	In accordance with Company policy	In accordance with Company policy	In accordance with Company policy
Family Medical Leave	Yes	Duration	If AVL for 15 days	Duration	Duration	In accordance with Company policy
Paternity, Adoption Leave	Yes	30 days	If AVL for 15 days	In accordance with Company policy	In accordance with Company policy	In accordance with Company policy
Union Leave	Yes	Duration	If AVL for 15 days	In accordance with Company policy	In accordance with Company policy	As if an active Flight Attendant for the duration
Military Leave	Yes	Duration	In accordance with USERRA	In accordance with USERRA	In accordance with USERRA	In accordance with Company policy

Note: If leaves are consecutive (no paid status between leaves), 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 Group Life and Health Benefits Plan for Employees of American Airlines, Inc. (“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”).

This coverage replaces and supersedes the previous medical and dental plan provisions.

### **A. LIFE INSURANCE**

For an employee whose base monthly salary is one thousand five hundred dollars (\$1,500) or over, her/his basic coverage shall be two (2) times her/his 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 effective as soon as administratively practicable following ratification:

1. The Company will offer two (2) medical options in the Medical Plan subject to Paragraph 14: (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.11;
  - b. The employee contribution methodology for the Standard and Core medical options described in Paragraphs B.4 and B.6;
  - c. Changes noted in Paragraph B.5;
  - d. The right to purchase dental coverage on similar terms as provided to eligible Flight Attendants prior to September 12, 2012.
2. To the extent the Company is offering the Value 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 Value medical option. The Company reserves the right to amend or terminate the Value 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 for 2015 will be twenty percent (20%), and 2016 and thereafter 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 Value 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 increase by fifty dollars (\$50.00) in 2017 until the In-Network deductible reaches eight hundred and fifty dollars (\$850.00) for single coverage and the family In-Network deductible will increase by one hundred and fifty dollars (\$150.00) in 2017 until it reaches 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. The \$150, \$250, \$500 and \$1,000 standard medical options in the May 1, 2003 Collective Bargaining Agreement are eliminated. All of the provisions of previous arbitrations and the Carey Award dated December 3, 1991 that relates to the Medical Plan, including the inflation formula described therein, are also eliminated.
8. Legacy US Airways Flight Attendants hired prior to the date of ratification will maintain coverage under the US Airways Medical and Dental Plans through December 31, 2015. Effective January 1, 2016, the US Airways Medical and Dental Plans (PPO100/80, PPO90/70, PPO80/60, Out-of-Area 100, Out-of-Area 90, Out-of-Area 80, PPO Dental and Out-of-Area Dental), including the inflation formulas therein, are also eliminated.
9. 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.
10. 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.
11. Chart of Active Medical Coverage Option Design Features:

	Standard	Core
Current Plan Design Features		

Health Spending Accounts	HRA	
In Network Deductible (Single/Family)	\$800/\$2,400	
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)	
2015 Monthly Contributions		
EE Only	\$85.35	\$74.40
EE + Spouse/DP	\$221.92	\$193.44
EE + Child(ren)	\$153.63	\$133.92
EE + Family	\$298.73	\$260.40

\*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.

12. 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.

13. In the event the Company determines that the Standard or Core design options provided for in this Agreement (each an "Option") would be or become subject to an excise tax or other penalty included in The Patient Protection and Affordable Care Act (PPACA) or any excise tax or penalty which may replace the PPACA, under applicable law, (and thus become an "Affected Option"), the Company will meet and confer in good faith in order to reach an agreement with the Union

concerning the minimum modification or modifications to the Affected Option necessary to avoid application of the excise tax or other penalty. The Company shall provide to the Union information that the Union reasonably requests, including actuarial reports, necessary for the Union's design and consideration of such modifications. Unless otherwise agreed, any agreed modification shall become effective at the time the excise tax or penalty would become applicable in respect of the Affected Option (the "Affected Option Date").

If the Company and the Union are unable to agree on modifications necessary to avoid the application of the excise tax or other penalty on the Affected Option within ninety (90) days after the initial meeting, the parties will select Arbitrator Bloch who will determine the modifications to the design of the Affected Option that will become applicable. The authority of Arbitrator Bloch is expressly limited to establishing those modifications to the design of the Affected Option that will ensure that no excise tax or other penalty will apply. If Arbitrator Bloch determines that no reasonably practical modification to the Affected Option can guarantee that no excise tax or other penalty will apply, the Company shall have the right to terminate the availability of the Affected Option to the Flight Attendants. If, under the preceding sentence, the Company has terminated or would have the right to terminate the availability to the Flight Attendants of the Standard and/or Core Option, the arbitrator will be empowered to designate an alternative Option design (a "New Option") that is available from the Company provider and that replicates the provisions of the Core Option to the greatest possible extent without causing the New Option to become subject to any excise tax or other penalty. In the event that the arbitrator has not issued a determination prior to the excise tax or penalty becoming due or if such penalty or excise tax is otherwise owed for any reason, notwithstanding any contrary provision of law, the Company shall be permitted to implement such modifications to the design of the Affected Option as it considers to be necessary to avoid the excise tax or penalty. The Company shall have a reasonable period of time following the issuance of the arbitrator's determination to implement the New Option. Notwithstanding the foregoing, the provisions of Paragraph B shall not be effective if, after the effective date of this Agreement, the Company enters into any new or amended collective bargaining agreement having a term of three (3) years or more with any union group that does not contain a provision substantially similar to this Paragraph.

If any Option is modified or eliminated pursuant to Paragraph B, the parties will meet and confer to determine how the savings, if any, from such modifications will accrue to Flight Attendants. The avoidance of any excise tax that would have otherwise been applied will not be considered in the calculation of any savings. If the parties cannot agree on whether cost savings exist or how to distribute said savings, the matter may be referred to an arbitrator as specified by the process in this Paragraph. The arbitrator's authority shall be limited to the issue of determining whether such savings exist and, if so, how such savings are to be distributed. The arbitrator shall have no other authority, and in no event shall the arbitrator order modifications to or reinstatement of a plan.

14. 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 Retiring On or After November 1, 2012**

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 Who Retire On or After November 1, 2012

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 Who Retire On or After November 1, 2012

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 Association with a copy of the data, assumptions and methodologies used to calculate the medical inflation rate and retiree contributions under the Retiree Medical Coverage.
5. Upon retirement, pursuant to Company policy, a Flight Attendant will be paid eight dollars and sixty-five cents (\$8.65) for each hour of accrued sick leave in her/his sick bank.

### **E. RETIREE FLIGHT ATTENDANT LIFE INSURANCE**

Retiree life insurance benefits are discontinued for Flight Attendants retiring on and after November 1, 2012.

### **F. NON INCORPORATION**

The Medical Plan and the Retiree Medical Plan are not incorporated in this Agreement.

### **G. REPLACEMENT RETIREMENT PLAN**

Effective for pay received on or after November 1, 2012. 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 to individual flight attendant accounts under the Super Saver – An American Airlines, Inc. 401(k) Capital Accumulation Plan (“Super Saver Plan”), a defined contribution plan, or equivalent plan as follows:

1. Following the DOS, but no earlier than July 1, 2015, the US Airways, Inc. Employee Savings Plan ("ESP") will either be merged with the Super Saver Plan or the Flight Attendant accounts in the ESP will be spun-off and transferred to the Super Saver Plan, as determined in the sole discretion of the Company.
2. Auto-Enrollment
  - a. Effective November 1, 2012, existing Flight Attendants on the American Airlines System Seniority List as of November 1, 2012, who do not have a Super Saver Plan contribution election on file will be auto-enrolled at an Employee Before-tax Elective Contribution rate of three percent (3%) of Compensation, as defined in the Super Saver Plan.
  - b. Subject to Paragraph G.1, Flight Attendants on the US Airways System Seniority List as of the DOS who do not have a ESP contribution election on file on that date, shall be auto-enrolled at an Employee Before-tax Elective Contribution rate of three percent (3%) of Compensation as defined in the ESP, as soon as administratively feasible following the DOS.
  - c. Flight Attendants hired at American Airlines on or after November 1, 2012, shall be auto-enrolled at an Employee Before-tax Elective Contribution rate of three percent (3%) of Compensation, as defined in the Super Saver Plan. Subject to Paragraph G.1, Flight Attendants hired at US Airways on or after DOS shall be auto-enrolled at an Employee Before-tax Elective Contribution rate of three percent (3%) of Compensation, as defined in the ESP. Auto-enrollment will occur as soon as administratively feasible but not less than thirty (30) days following the Flight Attendant's hire date.
  - d. Flight Attendants on the American Airlines System Seniority List as of November 1, 2012, who already have a Super Saver Plan contribution election on file as of the date they would otherwise be automatically enrolled.
  - e. Subject to Section 1 above, Flight Attendants on the US Airways System Seniority List as of the DOS who have an ESP contribution election on file on the DOS will remain enrolled in the ESP and their previous election will remain in place.
3. For pay received from DOS through December 31, 2018, Flight Attendants on the American Airlines System Seniority List as of April 12, 2012 ("2012 Seniority List Flight Attendants") shall receive the following Company Contributions for pay received each payment date during the period:
  - a. 2012 Seniority List Flight Attendants under forty (40) years old – five and one-half percent (5.5%) of their Eligible Compensation;
  - b. 2012 Seniority List Flight Attendants forty to forty-nine (40 to 49) years old – six and three-quarters percent (6.75%) of their Eligible Compensation;
  - c. 2012 Seniority List Flight Attendants fifty (50) years old and older – nine and nine-tenths percent (9.9%) of their Eligible Compensation;
  - d. 2012 Seniority List Flight Attendant's age for the purpose of determining Company Contributions during the period January 1, 2014 through December 31, 2018 shall be determined as of her/his birthday immediately preceding the date the Eligible Compensation

is received.

- e. For pay received on or after January 1, 2019, 2012 Seniority List Flight Attendants shall receive for each payment date:
  - i. Company Contributions in an amount equal to three percent (3%) of their Eligible Compensation; plus,
  - ii. Employer Matching Contributions in an amount equal to one hundred percent (100%) of a 2012–Seniority List Flight Attendant’s Employee Before-tax Contributions and Employee Designated Roth Contributions up to a maximum Employer Matching Contribution equal to two and one-half percent (2.5%) of their Eligible Compensation;
  - iii. however, under no circumstance will the total amount contributed by the Company exceed five and one-half percent (5.5%) of the 2012 Seniority List Flight Attendant’s Eligible Compensation determined on a year-to-date basis.
4. For pay received after DOS, eligible Flight Attendants who are not 2012 Seniority List Flight Attendants shall receive the following Company Contributions for pay received each payment date:
  - a. Company Non-Elective Contributions in an amount equal to three percent (3%) 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 two and one-half percent (2.5%) of the Eligible Compensation;
  - c. however, under no circumstance will the total amount contributed by the Company exceed five and one-half percent (5.5%) of the Flight Attendant’s Eligible Compensation determined on a year-to-date basis.
5. The Company reserves the right to amend the Super Saver Plan and ESP at the Company’s sole discretion. For avoidance of doubt, the Company will also retain the right to amend any provision in the Super Saver Plan and ESP for the purpose of complying with applicable laws and regulations.
6. The Super Saver Plan is not incorporated in this Agreement.

## **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 her/his 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 her/his accrued sick leave hours and scheduled vacation. If sick leave hours are exhausted, she/he 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, she/he 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 she/he is 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 she/he is 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, she/he 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 she/he has exhausted her/his 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 her/him 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 her/his 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., she/he has already worked more than her/his 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, she/he shall receive an amount equal to her/his six (6) month average but in no case shall she/he 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, she/he 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, she/he 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 she/he 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, she/he 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, she/he 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, she/he shall receive salary continuance according to the following:

A Lineholder will receive salary continuance in an amount equal to her/his projection, as determined at the time she/he is 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 her/his 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 she/he has sick hours in her/his bank and at the Flight Attendant's option scheduled vacation. If a Flight Attendant is claiming sick leave and has scheduled vacation, she/he must notify the Company if she/he wishes 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**

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 she/he 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 Medical Leave of Absence and shall receive all continued benefits associated with that leave. Pass travel privileges shall be pursuant to Company policy.

- J. A Flight Attendant shall retain and accrue occupational seniority and classification/longevity seniority for the duration of the IOD absence.
- K. A Flight Attendant on IOD may, upon request, attend training if approved in advance by Flight Service.
- L. A Flight Attendant on IOD during her/his probationary period shall have her/his 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 her/his 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 she/he 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 her/his 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 her/his 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 she/he must travel more than twenty-five (25) miles from her/his 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 her/his 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 her/his 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 her/his 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 her/his 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 her/his failure to pass the Company's medical examination and appeals such action under the provisions of this Section, she/he shall, if such action is proven to be unwarranted as provided in this Section, be paid retroactively for time lost, the amount which she/he would have ordinarily earned, based on a six (6) month average as an active Flight Attendant, had she/he been continued on flight status during such period.
2. If the Flight Attendant used any sick leave or vacation time while she/he was 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 Flight Service 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 she/he 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 her/his 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. 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 her/his 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 her/his 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 her/his training will be assigned in 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 her/his 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. If necessary, the parties agree to a one-time realignment of base month assignment following American Airlines/US Airways operational integration. 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 Flight Service 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 her/his PBS award shall not create a conflict with her/his 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 her/his 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 her/his Flex Day, Reserve Duty, Section 12.B.3.e, shall apply. If actual operations cause a Reserve's training day to be extended into her/his Golden Day, Reserve Duty, Section 12.B.2.c, shall apply.
  - d. If through no fault of the Flight Attendant, a Flight Attendant is assigned training which conflicts with her/his 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 her/his 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 seventy-five dollars (\$75.00) pay for each day of Recurrent training. If Distance Learning is substituted for a day of Recurrent training, the Flight Attendant shall be paid seventy-five dollars (\$75.00) pay for the Distance Learning.
2. A Flight Attendant shall receive seventy-five dollars (\$75.00) pay for each day of non-Recurrent classroom training.
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 her/his scheduled deadhead to training, including a scheduled deadhead from her/his 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.

a. 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 her/his failure to satisfactorily complete the initial Recurrent program.

b. Paragraph E shall not be applicable to base indoctrination.

**F. EXPENSES**

1. A Flight Attendant awarded or assigned to Recurrent training away from her/his crew base shall be paid Per Diem in accordance with Expenses, Section 4, for all hours away from her/his crew base. If the Flight Attendant opts to travel from her/his residence, the Per Diem shall be provided as if she/he traveled from her/his crew base.
2. A Flight Attendant awarded or assigned to training at her/his 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 she/he 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.

#### **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 her/his 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 her/his 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 her/his crew base to training the day prior to training and is required to overnight, she/he 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 her/his crew base.\*\*
- e. If a Flight Attendant is required to deadhead back to her/his crew base the day after training, she/he 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 eight (8) 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 she/he is not receiving the required rest as provided in Paragraph H, shall make every effort to contact Crew Schedule prior to returning to her/his crew base, but in no case later than upon her/his arrival at her/his crew base.
2. A Reserve Flight Attendant will not be required to take a trip on the same day she/he attends 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 her/his 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 her/his 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 described herein is intended to create fundamental changes in the method and manner of resolving disputes between the parties, and to facilitate non-adversarial resolution of disputes, wherever possible. This process is applicable to all disputes other than Presidential and Discharge Grievances.

##### **b. Implementation/Training**

To ensure the successful implementation of the Dispute Resolution Process, the Company and the APFA agree that joint Alternative Dispute Resolution/Conflict Resolution training shall be conducted for Company and APFA representatives as soon as practicable after ratification of this Agreement. Each party shall be responsible for any costs associated with travel, incidentals, and/or trip removals of their respective participants for the initial training and any training conducted thereafter. The individual or firm selected will also conduct "Train the Trainer" sessions so that ongoing training for new Company and APFA personnel can be jointly presented by trained Company and APFA representatives.

##### **c. 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 her/him, 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 her/his 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.

3. Notice of Dispute

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) in person or through an APFA representative, within ten (10) days, exclusive of Saturdays and Sundays, after becoming aware of such dispute. Such NOD shall be filed with the Manager of Flight Service or her/his 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 form at the time of filing.

b. Signature/Authorization

Such NOD must be signed by the individual Flight Attendant(s) affected who is filing the dispute. If the NOD 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

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.

4. Initial Informal Attempt to Reach Resolution

a. Discussion(s)/Initial Exchange of Documents

After a NOD is filed, the Company, the Flight Attendant(s) and her/his APFA representative should endeavor to 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.

b. Resolution

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 shall be provided to the Flight Attendant and the APFA representative involved, or, if none, to the APFA Base President, or APFA designee.

c. Discussions/Resolution Off the Record/Non-Precedential

All matters discussed or decided prior to the Dispute Resolution Conference (DRC), 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.

5. Dispute Resolution Conference

a. Purpose

Should the initial attempts to reach resolution be unsuccessful, a meeting hereinafter referred to as a Dispute Resolution Conference (DRC) shall be scheduled. The purpose of the DRC shall be to attempt to reach an acceptable resolution of the dispute informally.

b. Scheduling Coordination

The scheduling of a DRC shall be coordinated through the Flight Service Base Manager's office at the Flight Attendant's base station.

c. DRC Held Within Thirty (30) Days

The DRC shall be held within thirty (30) days following receipt of the NOD at a time and date mutually agreed upon, unless the parties otherwise agree.

d. Participants at DRC

Except as noted below, participants at the DRC shall be limited to the Flight Attendant(s) who filed the NOD, her/his APFA representative, a Company representative and a Facilitator. In all matters involving an individual Flight Attendant's performance or attendance, or a personal matter, 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 her/his APFA representative.

e. Summary of Issues

Prior to, or at the beginning of the DRC, the Flight Attendant, or her/his APFA representative, shall briefly summarize on the NOD form the matter at issue and the remedy sought. For Group or Base Disputes, as defined in Paragraphs A.2.b and A.2.c, the APFA representative shall provide this summary on the NOD form.

f. Facilitator

i. Selection

The DRC shall be facilitated by the Flight Service Base Manager or her/his designee, i.e., a peer Flight Service Manager. The Company shall select the Facilitator, except that any individual who is or was materially involved in the decision and/or the events leading to the NOD shall not be eligible to serve as the Facilitator at the DRC for that NOD. The Company shall consider the recommendation of the APFA grievance representative in the selection of the Facilitator for a DRC.

ii. Role

The role of the Facilitator shall be non-adversarial. The Facilitator shall assist the parties in fashioning an acceptable resolution to the dispute.

iii. Discussions with Facilitator - Off the Record/Non-Precedential

The Facilitator shall review all of the documents exchanged and presented by the parties, and provide the parties with an opportunity to openly discuss the dispute. All matters discussed or decided at the DRC, including recommendations, whether accepted or rejected, and 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 or accepted recommendation orally and in general terms, and should not refer to specific bases or number of such resolutions or accepted recommendations reached in other DRCs or initial informal discussions under this procedure.

g. Document Exchange

At the DRC, 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. For confidentiality purposes, and, at the option of either party, all names and other identifying information may be expunged from any documents exchanged.

h. Resolution

- i. If an agreement resolving the matter in dispute is reached by the parties during the DRC, the Facilitator shall summarize the agreement on the NOD form.
- ii. All participants at the DRC shall sign the agreement.
- iii. The dispute 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 agreement reached between the parties.
- iv. The Company shall provide a copy of the completed NOD form to the Flight Attendant and the APFA representative involved, or, if none, to the APFA Base President or APFA designee.

i. Failure to Resolve/Facilitator's Recommendation

- i. If no agreement resolving the matter in dispute is reached by the parties during the DRC, the Facilitator shall issue a written, non-binding recommendation.
- ii. The recommendation shall be issued as a separate document apart from the NOD form.

- iii. The Facilitator shall issue the recommendation at the conclusion of the DRC, unless otherwise agreed to by the parties, and in no event shall the recommendation be issued later than three (3) working days following the conclusion of the DRC.
  - iv. A copy of the recommendation, when issued, shall be provided to the Flight Attendant(s), and to both the Company and the APFA locally.
- j. Acceptance of Facilitator's Recommendation-Notification/Confirmation
- i. The Flight Attendant(s), or the APFA representative, as applicable, shall have five (5) days exclusive of Saturdays and Sundays, from receipt of the Facilitator's recommendation to notify the Flight Service Base Manager, or her/his designee, that the recommendation is accepted.
  - ii. In the case of an Individual or Group Dispute, the Flight Attendant(s) shall notify the Flight Service Base Manager, or her/his designee, of her/his acceptance by:
    - (a) signing the recommendation form indicating her/his acceptance and returning the completed form to the Flight Service Base Manager, or her/his designee;
    - (b) orally notifying the Flight Service Base Manager, or her/his designee, either in person or by telephone; or
    - (c) authorizing her/his APFA representative to communicate to the Flight Service Base Manager, or her/his designee, her/his acceptance either orally or in writing.
  - iii. In the case of a Base Dispute, the APFA representative shall notify the Flight Service Base Manager, or her/his designee, by:
    - (a) signing the recommendation form indicating her/his acceptance and returning the completed form to the Flight Service Base Manager, or her/his designee; or
    - (b) orally notifying the Flight Service Base Manager, or her/his designee, either in person or by telephone.
  - iv. In all cases, the acceptance must be communicated within five (5) days, exclusive of Saturdays and Sundays, from receipt of the Facilitator's recommendation. In all cases where the Flight Attendant, or the APFA representative, as applicable, has communicated her/his acceptance orally, such acceptance must be confirmed in writing to the Flight Service Base Manager, or her/his designee.
  - v. Once acceptance is received, the NOD 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 recommendation.
  - vi. A copy of the signed recommendation form and acceptance of the recommendation shall be provided by the Flight Service Base Manager or her/his designee, to each of the parties, and to the APFA representative involved; or if none, to the APFA Base President or APFA designee.
- k. Rejection of Facilitator's Recommendation - Notification/Confirmation

- i. In the case of an Individual or Group Dispute, the Flight Attendant(s) shall notify the Flight Service Base Manager, or her/his designee, of her/his rejection by:
    - (a) signing the recommendation form indicating her/his rejection and returning the completed form to the Flight Service Base Manager, or her/his designee;
    - (b) orally notifying the Flight Service Base Manager, or her/his designee, either in person or by telephone; or
    - (c) authorizing her/his APFA representative to communicate to the Flight Service Base Manager, or her/his designee, her/his rejection either orally or in writing.
  - ii. In the case of a Base Dispute, the APFA Representative shall notify the Flight Service Base Manager, or her/his designee, of her/his rejection by:
    - (a) signing the recommendation form indicating her/his designee, of her/his rejection and returning the completed form to the Flight Service Base Manager, or her/his designee; or
    - (b) orally notifying the Flight Service Base Manager, or her/his designee, either in person or by telephone.
  - iii. In the event the Flight Attendant or APFA Representative, as applicable, provides no response within ten (10) days, exclusive of Saturdays and Sundays, following receipt of the recommendation, the recommendation shall be deemed rejected and dispute may be submitted to the System Board for adjudication.
  - iv. In any case where a recommendation has been rejected, the Company shall provide a copy of the signed rejected recommendation to APFA Headquarters within five (5) working days of receipt; or if no written response is forthcoming within ten (10) days, exclusive of Saturdays and Sundays, from issuance of the recommendation, the Company shall notify APFA Headquarters in writing, within five (5) working days, that such recommendation has been deemed rejected.
  - v. In all cases where a recommendation has been rejected, for record keeping purposes, the Flight Attendant(s) or the APFA Representative, as applicable, shall submit a signed copy of such rejection within thirty (30) days following receipt of the recommendation.
1. Observers at a DRC
- i. The parties recognize that the attendance of an observer may affect the conduct and informality of a DRC. Accordingly, as a rule, observers will not attend DRCs, but in the event that an observer is in attendance, the following shall apply:
  - ii. A single observer for each side can attend a DRC for training purposes only either as a trainee or as a trainer of a participant, as described herein.
  - iii. An individual who has filed a NOD shall have the right to exclude observers from the DRC.

- iv. Unless otherwise mutually agreed, an individual is limited to attending one (1) session of a DRC(s) as an observer trainee and only within that individual's division. It is agreed that a session shall be limited to one (1) day.
- v. A DRC shall not be rescheduled to accommodate the attendance of an observer.
- vi. If either party elects to have an observer in attendance at a DRC, such party shall notify the other party of the identity of such observer no later than three (3) days, exclusive of Saturdays and Sundays, prior to the DRC. If the scheduling of the DRC precludes such notice, then notice shall be given as soon as practicable.
- vii. It is agreed that an observer at a DRC is not a participant. Therefore, such individual may not speak or otherwise participate in the DRC or call for or participate in breaks.
- viii. If the observer does not comply with the conditions of this Letter of Agreement, then at the request of any participant, the observer may be excluded.

#### 6. Submission to System Board

Once the recommendation has been rejected, the NOD may be submitted as a grievance to the System Board of Adjustment (SBA), 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 APFA Headquarters receipt of the rejected recommendation. The submission to the SBA shall include a formal and specific grievance statement, including the matter at issue and the remedy sought, the NOD, and a copy of all documents exchanged to date.

#### 7. Conversion of Individual, Group and Base Disputes to Presidential Grievances

At any time after a NOD 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. DISCHARGE/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, Flight Service, or her/his 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 therefor.

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 her/his respective position, such witness shall be subject to questioning by the other party

c. Document Exchange

Documents supporting the respective positions of the parties may be exchanged at the hearing at the option of either party. For confidentiality purposes, and, at the option of either party, all names and other identifying information may be expunged 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 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.

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, Flight Service, or her/his 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, Flight Service, or her/his 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, she/he shall, if she/he has been held out of service, be reinstated without loss of seniority and shall be paid for such time lost in an amount which she/he would have ordinarily earned had she/he 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 forty-five (45) 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. 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 her/him, 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 her/him 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 Individual, Group and Base disputes pending before the Quarterly System Board as defined in Paragraph B.2.a.
- 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 a Dispute**

##### **a. Individual, Group and Base Disputes**

The System Board shall consider and have jurisdiction over any Individual, Group or Base dispute, 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 System Board shall be scheduled once each quarter for the purpose of considering all Individual, Group and Base disputes properly submitted to the 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 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.

b. Other Disputes

The System Board shall consider any other 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.

**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 her/his duty in an independent manner, without fear that her/his relations with the Company or with the employees may be affected in any manner by any action taken by him/her in good faith in her/his 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.

c. Expenses of the System Board

The Commissioner and the Deputy Commissioner, 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 Commissioner and the Deputy Commissioner 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 Commissioner and the Deputy Commissioner 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 and Presidential Grievances

The System Board Members charged with deciding Discharge 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 addressed to the Commissioner. Five (5) copies of each petition, including all papers and exhibits in connection therewith, shall be forwarded to the Commissioner who shall promptly transmit one (1) copy thereof to the Deputy Commissioner and each member of the System Board. Each submission shall include:

a. Individual, Group and Base Disputes

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 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 Commissioner's 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 Commissioner and the Deputy Commissioner 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 Commissioner and Deputy Commissioner 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 Commissioner or Deputy Commissioner may cause the services of an arbitrator to be terminated (except as to disputes already submitted to him/her) by giving written notice to the other party and to the arbitrator.

3. Appointment of Ad Hoc Arbitrator

In the appointment of an arbitrator, the Commissioner and Deputy Commissioner should attempt to reach agreement from among members of this panel; however, nothing in this Section shall prohibit the Commissioner and Deputy Commissioner 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 Commissioner or the Deputy Commissioner 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 Commissioner and the Deputy Commissioner 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 of Arbitration 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 Commissioner and the Deputy Commissioner.

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 Commissioner and Deputy Commissioner, 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. Pre-Arbitration Conference

Prior to each session of the Quarterly System Board, representatives from Headquarters Flight Service, Labor Relations and the APFA will confer by phone, or in person if mutually agreed upon, to review all grievances submitted to date. All parties will use their best efforts to facilitate and expedite the processing of disputes before the System Board.

e. 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 her/his best efforts to list her/his 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 Commissioner and Deputy Commissioner 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.

- f. 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 Dispute 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 grievance 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 Commissioner and the Deputy Commissioner 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 Commissioner and the Deputy Commissioner.

### d. Notice of Arbitration Hearing/Docket

Discharge grievances shall be scheduled for arbitration hearing at such place and time agreed upon by the Commissioner and the Deputy Commissioner. 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 her/his designee(s) and the Vice President of Labor Relations, or her/his 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 Commissioner and the Deputy Commissioner shall, within forty-five (45) days from the date of the APFA's request for arbitration, 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 Commissioner and the Deputy.

d. Notice of Arbitration Hearing/Docket

Presidential Grievances shall be scheduled for an arbitration hearing at such place and time agreed upon by the Commissioner and the Deputy Commissioner. 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**

Should the Commissioner and the Deputy Commissioner fail to reach agreement on the appointment of an arbitrator to chair an arbitration hearing(s) of the System Board as provided in Paragraphs K.1.a.i, K.2.a, and K.3.b, the Vice President of Labor Relations and the APFA National President, or their respective designees, shall, within ten (10) days of the expiration of the time limits as provided in Paragraphs K.1.a.i, K.2.a, and K.3.b, 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.

1. 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 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. The Commissioner and the Deputy Commissioner will have thirty (30) days from receipt of this list to appoint an arbitrator and schedule the hearing date.

2. Appointment of Arbitrator

Through the process of elimination, with the Commissioner and the Deputy Commissioner alternately striking an equal number of the arbitrators from the list supplied by the NMB, an arbitrator will be appointed and the case set for hearing at the earliest possible date.

**M. SCHEDULING AND POSTPONEMENTS OF ARBITRATION HEARINGS**

The Commissioner and the Deputy Commissioner 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. STENOGRAPHIC REPORTS**

When the Commissioner and the Deputy Commissioner 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.

#### **O. 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 him/her to appear as such representative or witness.

#### **P. 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 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 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.

**Q. EVIDENCE**

Evidence may be presented at a System Board hearing either orally, or in writing, or both, and through witnesses.

**R. 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.

**S. 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 a copy of this Agreement, including any existing Side Letters of Agreement, printed and bound in a convenient, durable booklet within ninety (90) days of the signing of this Agreement. A jointly prepared On-Duty Contract Guide shall be distributed by the Company to all active Flight Attendants. 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, signed after the effective date of this Agreement, shall be distributed by the Company to all active Flight Attendants. Such letters, as jointly agreed to by the Union and the Company, shall be posted to the Company intranet.

### **B. REPORTS**

#### **1. Active/Inactive Report**

The Company shall provide the APFA National President 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 a sortable monthly electronic list of Flight Attendant resignations, retirements, termination 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 she/he is 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/Flight Service check-in facilities at each crew base for posting of Union notices. Size and placement of such boards shall be determined by mutual agreement of the APFA National President and the Base Director/Manager.
- D. Official APFA bulletins may be distributed in the Flight Attendants' mailboxes if they have been approved for such distribution by the appropriate Manager-Flight Service or her/his designee.
- E. Union 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.

## **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 Union representatives.

## **G. MONTHLY UNION BUSINESS**

The Company will provide monthly flight pay loss of three hundred and fifty (350) hours, plus applicable premiums, which may be shared among Union representatives in any given month by designation of the APFA National President.

1. A request by the Union for the release of a Flight Attendant from duty to conduct Union business shall be made to the Director of Crew Schedule or her/his designee. Such request(s) shall be made by the APFA National President, any APFA National Officer or designee for Flight Attendant in her/his crew base. The APFA National or Base President or designee may supply the Company with a list of Flight Attendants authorized to request her/his 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 Union 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 Union 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 Union and such time will be paid as pay no credit.
4. The Company shall invoice the Union each month for flight pay loss in excess of the amounts provided for in Paragraph G.1.
5. The Union 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 her/his 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 Union for flight pay loss for the cancelled meeting day.

8. The Union shall be charged a fringe benefit override of twenty-six percent (26%) for the amounts invoiced to the Union in accordance with Paragraph G.

## **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 Union 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 Union regarding any changes in the drug and alcohol testing policies or procedures not specified in this Agreement prior to implementation.
8. If permitted by the DOT/FAA, upon request, the Company shall provide the Union 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 Attendant, the Company shall meet and confer with the Union 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 her/his 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 she/he is required to undergo after her/his 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 Base Manager, or, if the crew base has no Base Manager, to the Managing Director of Base Operations or her/his 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 Base Manager, or, if the crew base has no Base Manager, to the Managing Director of Base Operations or her/his 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 Union 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 will be advised of all areas relating to safety. As changes to the environment affecting the Flight Attendants are known, the APFA will be advised. The Company and Union 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 or a designee shall be invited to attend the annual mock Recurrent training session and offer suggestions for changes or improvements. The SSD Coordinator 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 or a designee 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 her/his 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 her/his 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 Union'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 or Terrorist Incident, or Serious Incident
  - 1. The Company, upon notification of any aircraft accident, serious incident, or hijacking or terrorist incident in which a Flight Attendant is involved shall notify the APFA National President, APFA SSD Coordinator, and APFA EAP Representative. The Manager of Flight Service or her/his designee shall contact the APFA Base President when Flight Attendant(s) assigned to her/his respective base or involved in such incidents, emergency evacuation, or when a Flight Attendant is injured. If the APFA Base President is unavailable, the Flight Service Base Manager or her/his designee shall contact APFA Headquarters. By mutual agreement, the Company and the Union, may agree upon an alternate notification process. Names and employee numbers of the Flight Attendants will be provided to the Union. 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 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 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, serious incident, or hijacking involving Flight Attendants, the Company shall release from duty at least two (2) SSD members or designees for purposes of accident 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 Union about the aircraft accident. 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 Union 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 accident, serious incident, or hijacking involving Flight Attendants in a foreign country, the Company will make the necessary requests to include the APFA SSD Coordinator or designee and the APFA EAP Coordinator or designee among those with access to the site.
  4. In the event of any accident or serious incident as defined in 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 Union representation when she/he has been involved in an aircraft accident, hijacking or 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 or 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 or terrorist incident, or serious incident, Flight Attendants will be provided with immediate medical attention, if necessary. The Union 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 or 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 accident, hijacking or terrorist incident, or serious incident, the Company shall provide single rooms, adjacently located if possible.
10. Following any accident, hijacking or 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 of their place of residence.
11. Following any aircraft accident, hijacking or terrorist incident, or serious incident, the Company shall release the involved Flight Attendant(s) from further duty if the Flight Attendant informs the Company she/he is unable to continue to perform her/his duties for the remainder of her/his 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.

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 her/his 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 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 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 or disruptions may have on Flight Attendants.
- M. The Company shall notify a Flight Attendant and the APFA National President 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 regarding concerns over aircraft cabin temperatures.
- Q. The Company shall provide the Union 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 parties 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 Flight Service.
- 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 her/his initiation fee and membership dues deducted from her/his 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, she/he must pay her/his 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 REHIRED 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 Secretary/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 she/he 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 she/he 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 her/him have not been properly interpreted or applied may submit her/his request for review, in writing, within 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 her/his 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 her/his 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, she/he may request the Vice President of Labor Relations to prepare the submission papers in her/his behalf for the System Board of Adjustment. In this event, such request shall be made by the Flight Attendant, in writing, to

her/his immediate supervisor who will transmit, through the appropriate Manager of Flight Service, 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 Flight Service, the APFA National President, and to members of the Board of Adjustment.

4. During the period a grievance is filed under the provisions of Paragraph H and until final award by the 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 her/his 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 Union:

"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 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 this Section 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 her/his assignment and if she/he 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 her/his 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 she/he requests, 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 union representation, she/he 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 Union Observer During Company Security Department Investigative Interviews.

The Company will permit a union 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, she/he and her/his 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 that 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 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 Union 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 current month's regular paycheck that is scheduled to pay the prior contractual month's activity and shall be remitted to the Union 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 monthly contribution to APFA PAC from the pay of each Flight Attendant who voluntarily authorizes such contributions on a form provided for that purpose by the Union.
  - b. All payroll deduction authorizations will be submitted through the APFA Office, which will forward the original signed copy to the Payroll Department, American Airlines, by the first business day of each month. In addition to providing the paper authorization card to the Payroll Department, the Union will provide at the same time 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 Union to use for the electronic submission.
  - 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 forward the original signed revocation notice to the Payroll Department, American Airlines, by the first business day of each month. In addition to providing the paper authorization card to the Payroll Department, the Union will provide at the same time an electronic file reflecting the information from the cards being forwarded which will include employee name, employee number, date submitted. The Company will provide a file format to the Union to use for the electronic submission.
  - b. All payroll deduction authorizations will be submitted through the APFA Office, which will forward the original signed copy to the Payroll Department, American Airlines, by the first business day of each month. In addition to providing the paper authorization card to the Payroll Department, the Union will provide at the same time 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 Union to use for the electronic submission.
  - 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 forward the original signed revocation notice to the Payroll Department, American Airlines, by the first business day of each month. In addition to providing the paper

authorization card to the Payroll Customer Service, the Union will provide at the same time an electronic file reflecting the information from the cards being forwarded which will include employee name, employee number, date submitted. The Company will provide a file format to the Union to use for the electronic submission.

## **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 she/he 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 Union 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 Union 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:"

A330  
B767  
A319, A320, and A321  
B737  
B757  
E190  
B777  
Boeing MD 80

The Company will notify the APFA National President or her/his 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 Union 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 Union'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;
  - b. NIPD flight segments;
  - c. Flight segments immediately preceding the scheduled layover of the aircraft;
  - d. Flight segment scheduled to arrive between 0059 to 0501 local time;
  - e. Flight segments scheduled for 1000 statute miles or greater;
  - f. 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 her/his 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.

7. Until Flight Attendant operational integration, Legacy American Airlines Flight Attendants and Legacy US Airway Flight Attendants will continue cabin cleaning duties as provided for in each group's previous Agreement.

#### **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 Flight Service 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\_\_\_\_\_;

Note: The Union shall supply the Company with an order of jumpseat assignment no later than July 1, 2015. The Union shall determine method of the jumpseat by a vote of Flight Attendants choosing between the legacy AA, legacy US, and a compromise system (to be agreed upon by the Union and the Company).

- d. An American Airlines wholly-owned carrier Flight Attendant;
  - e. Mainline American Flight Attendant new hire trainee;
  - f. Flight Service 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 her/his 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 non-revenue passenger must be listed for consideration of a passenger seat. Jumpseat forms will be available

at all gates unless the Company implements a jumpseat process which does not require the use of paper forms.

5. A Flight Attendant possessing her/his 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 herself/himself 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 who consequently misses her/his 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 she/he is in uniform or is attired in accordance with the standard dress code for non-revenue 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 she/he is 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 her/his crew base and commute to her/his assigned crew base on American Airlines or its wholly owned carriers will be as follows:

1. The rules set forth in this Agreement apply only to Flight Attendants who designate themselves as commuters with Flight Service via the Company Intranet and list an airport served by American Airlines or its wholly owned carriers.
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. If the Flight Attendant’s 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, and the subsequent scheduled flight for which she/he is listed for travel cancels as a result of weather, mechanical, Company convenience, equipment downgrades within twenty-four (24) hours prior to the scheduled departure, the flight is delayed for at least thirty (30) minutes, or the flight is full, the Flight Attendant shall notify Crew Schedule as soon as possible prior to her/his scheduled check-in and Crew Schedule will have the option of assigning the commuter to any one of the following:
  - a. Split the Flight Attendant back on her/his original sequence;
  - b. Assign the Flight Attendant to any comparable sequence, i.e., same duty days;
  - c. Release the Flight Attendant from her/his duty and drop her/his original sequence. The Flight Attendant will be responsible to make up the time lost, if possible.
4. The first three (3) Unable to Commute incidents of the nature described in Paragraph I.3, will not be treated as dependability infractions so long as the Flight Attendant provides the required supporting documentation from the Reservations system to her/his supervisor within seven (7) days of the Unable To Commute incident(s).

**Qualifies Under Commuter Policy**

First Flight	Second Flight
Cancellation, Equipment Downgrade or Delay	Cancellation, 30+ minute delay, or Full Flight

Example One: The first flight is canceled and the second flight is full. This does qualify under the Commuter policy.

Example Two: The first flight is full and the second flight is cancelled. This does not qualify under the Commuter policy because the first flight being full is not sufficient.

5. 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 she/he 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 Crew Accommodations, Section 6.

**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 her/his designee prior to the final resolution regarding changes to Flight Service 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 Union's recommendations prior to making the changes

- M. The first late check-in within a rolling active twelve (12) month period will not count for disciplinary purposes.

**N. 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.

**O. 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 Flight Service website.

**P. MEDICAL CLEARANCE**

The Company will post and keep current at each Flight Attendant base a bulletin specifying the method and availability of medical clearance.

**Q. 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 Flight Service Training Department.

## 2. Handling of Documents Containing Positive Comments

Flight Service Management will place documents containing positive comments regarding a Flight Attendant's job performance in her/his 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 Flight Service. Flight Service will date-stamp documents containing derogatory comments with the date they are received by Flight Service.
- 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.P.
- 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.
- d. 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 Flight Service 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 her/his file.
- b. Disciplinary letters will remain in a Flight Attendant's file up to two (2) years 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 Flight Service Management to review her/his file, in management's presence, during regular office hours. A Union 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.

### R. 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 in-flight 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 cockpit 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 seats;
  - 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 Five (5) 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 cockpit 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 in-flight rest in accordance with the following provisions.

### **A. 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 cockpit 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.

1. The following parameters shall apply to the use of a passenger seat(s) for in-flight rest when in-flight rest is available and appropriate. This includes, for example:
  - 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 in-flight rest period. (See Paragraph B for exceptions)
2. The Purser/Lead Flight Attendant will be responsible for the coordination and scheduling of specific inflight rest periods for each working Flight Attendant. The Purser/Lead Flight Attendant will schedule in-flight 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**

<b>Flight Segment (Block)</b>	<b># of F/As who can take crew rest at a time</b>	<b>Break Duration</b>	<b>Sleeping Permitted</b>	<b>Permitted to watch video/listen to music</b>	<b>Location of Rest</b>	<b>Blocked or Assigned Seats</b>
≤ 6:59	1	:15	No	No	Cabin Jumpseat  Cockpit Jumpseat  Customer seat (last row of M/C, aisle if avl)	No
Turn w/ more than one leg departing after 2100 and 12 hour duty day and overnight flight <7 hours	1	:30	Yes	No	Cabin Jumpseat  Cockpit Jumpseat  Customer seat (last row M/C, aisle if avl)  Crew F/A bunks or crew rest seat (if avbl)	No
7:00 – 11:59	Up to 4, Purser's 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's discretion	2 hours*	Yes	Yes	Designated crew rest seats or FA bunks	Assigned seats if no bunks
14:30 +	Up to 4, Purser's discretion	3 hours**	Yes	Yes	Designated crew rest seats or FA bunks	Assigned seats if no bunks

\*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, in-flight rest on the segment that is less than twelve (12) hours may be reduced to one (1) hour and thirty (30) minutes.

\*\*The Purser may extend the in-flight rest according to the available time and service requirements of the flight.

**C. CREW REST SEATS**

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\*

\*Note: This provision does not apply to the A330 aircraft, which will continue to be governed by the provisions of Paragraph I.

**D. TYPE OF CREW REST FACILITY**

<b>Aircraft Type</b>	<b>Facility</b>	<b>Features</b>
757	As specified in Paragraph E	Privacy curtain Last row of Main Cabin
767-200	Seats C, D, and E in the last row of “B” or “C” Zone	Standard features as equipped in current fleet as of date of signing
767-300	Crew Rest Seats – 17AB and 17HJ	Standard features as equipped in current fleet as of date of signing
A330	Seats A,B, G, and H at the 3L/R exit	As described in Paragraph I
777	FA Bunks	As described in Paragraph G
787	FA Bunks	As described in Paragraph H

**E. INTERNATIONAL 757 CREW REST SEATS**

1. On B-757 aircraft used in International Operations of between seven (7) and eight (8) hours, the crew rest will be provided row 36, seats D-E-F (LAA aircraft) and last row A-B-C (LUS aircraft) and consistent with the following features:
  - a. For Flight Attendant rest only;
  - b. Placarded;
  - c. Reclining seats of the types provided to passengers in that class of service with individual reading lights and air vents; and,
  - d. Curtained.
2. On B-757 aircraft equipped with hydro-lock seats prior to the effective date of this Agreement which are used in International Operations of eight (8) hours or more (scheduled), except for International routes to and from Charlotte and Philadelphia, which will be provided three (3) curtained off Main Cabin Extra (MCE) seats, the crew rest will be provided at row 35, seats D-E-F and row 36, seats D-E-F and will have the following features:

Note: If three (3) curtained off MCE seats are not provisioned on International routes to and from Charlotte and Philadelphia, existing hydro-lock crew rest seats will be provided.

- a. A hydro-lock that allows the seats to be reclined to seventy (70) degrees when used for crew rest;
- b. Adjustable headrest;
- c. Combination leg rest and footrest; and,
- d. Privacy curtain and curtaining mechanism.

Note: Crew rest seats on B-757 aircraft not so configured prior to the date of this Agreement will be provided three (3) seats in the last row as specified in Paragraph E.1.

#### **F. INTERNATIONAL 767 CREW REST SEATS**

1. Parameters for Design, Location, and Amenities for the 767-200
  - a. Placarded;
  - b. Reclining seats of the types provided to passengers in that class of service with individual reading lights and air vents;
  - c. Curtained; and,
  - d. Seats C-D-E in the last row of B zone or C zone.
2. Parameters for Design, Location and Amenities for 767-300ER
  - a. Crew rest seats for flights seven (7) hours or more scheduled flying time but not exceeding twelve (12) hours scheduled flying time, the following parameters in the design, location and amenities for Crew Rest Seats will be established.
  - b. There will a total of four (4) crew seats (two (2) crew rest doubles). The crew rest seats will include the standard mechanisms of the current 767 Business Class seats, including:
    - i. Seats 17A B and 17 H J.
    - ii. A minimum of sixty (60) degrees recline from vertical;
    - ii. A footrest which can be extended and adjusted to a minimum of sixty (60) degrees;
    - iii. Audio capability;
    - iv. Additional seat cushioning;
    - v. Leather or cloth material, at the APFA's option.

- c. There will be a fixed “floor to overhead bin” partitions forward and aft of the crew rest seats. There will also be a partial “wrap-around” privacy shell that will be used in conjunction with a partial curtain along the side of the outboard crew rest seats to provide additional privacy.
- d. Each crew rest seat double will be located in an area that will have seventy-one (71) inches of total space to accommodate the recline and footrest, and will have a non-detachable, full-length, weighted privacy curtain with noise and light-inhibiting features. Curtains will not require Flight Attendant assembly or set-up.

## **G. INTERNATIONAL 777 CREW BUNKS**

### *777 Flights Over Seven (7) Hours*

Crew Bunk Parameters the Company has committed to install on all 777 aircraft to be flown in International missions of seven (7) hours or greater shall include, at a minimum, the following components and characteristics:

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.

## **H. INTERNATIONAL 787 CREW BUNKS**

The 787 shall include, at a minimum, the following components and characteristics:

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.

**I. INTERNATIONAL A330 CREW REST SEATS**

1. Seats A, B, G, and H at the 3L/3R exit;
2. Placarded;
3. Reclining seats of the type provided to passengers in that class of service with individual reading lights and air vents;
4. Curtained;
5. An ottoman for leg rest.

**J. 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 twelve (12) hours scheduled flying time, one (1) regular Main Cabin passenger seat will be provided on a one-for-one basis for each Crew Rest Seat which is unusable.
2. For flights over ten (10) hours scheduled flying time on 777/787 aircraft configured with bunks, one (1) regular Business Class passenger seat will be provided on a one-for-one basis for each bunk which is unusable, if a Business Class passenger seat is available. Should a Business Class passenger seat be unavailable, a Main Cabin Extra (MCE) passenger seat will be made available. If a MCE passenger seat is unavailable, a Main Cabin passenger seat will be made available.
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 the purposes of this provision, “significant malfunction” will mean a lack of functionality. Examples of significant malfunctions will include:
  - a. the crew rest seat has no recline or the seat cushion is missing; or
  - b. there is no oxygen access to a bunk/seat.

5. Examples which do not constitute a significant malfunction include:
  - a. a lack of a reading light or missing curtain; or
  - b. an inoperative footrest.

**K. CREW REST ACCOMODATIONS**

1. The Company and the APFA will meet to discuss the design of crew rest accommodation for existing and future aircraft falling within International crew rest parameters.
2. The Company will provide comparable accommodations for any future aircraft brought into the fleet.

### **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. This Agreement shall become effective on December 13, 2014, and shall continue in full force and effect until December 12, 2019 and shall renew itself without change each succeeding December 13<sup>th</sup> unless written notice of intended change is served in accordance with Section 6 of the Railway Labor Act as amended, by thirty days prior to December 13, 2018, or any December 13 thereafter. If notice is served at least thirty (30) days prior to December 13, 2018, the parties agree to commence negotiations one year prior to the amendable date.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this December 13, 2014.

FOR THE ASSOCIATION OF  
PROFESSIONAL FLIGHT  
ATTENDANTS

FOR AMERICAN AIRLINES, INC.

\_\_\_\_\_  
Laura Glading  
APFA National President

\_\_\_\_\_  
Paul Jones  
Senior Vice President and General Counsel

\_\_\_\_\_  
Cindi Simone  
Managing Director, Labor Relations

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 is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between American Airlines, Inc. (hereinafter referred to as “American Airlines”) and the Flight Attendants in the service of American Airlines, as represented by the Association of Professional Flight Attendants (APFA) (hereinafter referred to as the “Union”).

Whereas, the parties have reached agreement on a single agreement covering Flight Attendants in the service of American Airlines hereinafter referred to as “the Agreement;” and

Whereas, the parties desire to specify when certain provisions of the Agreement will be implemented;

Therefore, the parties agree the following provisions shall specify the timeline of the implementation of this Agreement:

**All provisions of the Agreement shall be implemented the 1<sup>st</sup> day of the bid month following the Date of Signing (hereinafter referred to as “DOS” which shall be the date of the interest arbitration award, December 13, 2014), except as follows:**

**A. Section 3 – Compensation**

Minimum Monthly Guarantees (3.B.) – effective concurrent with the implementation of PBS into the Crew Management System for Legacy American Airlines (hereinafter “LAA”) Flight Attendants and concurrent with Flight Attendant Operational Integration for Legacy US Airways (hereinafter “LUS”) Flight Attendants. Flight Attendant Operational Integration will be defined as the date on which LUS Flight Attendants migrate to the Crew Management System under a common scheduling platform covering all Flight Attendants under this Agreement. PBS will not be implemented for LAA Flight Attendants before twenty-four (24) months following date of signing.

Purser, Lead, AFT, Galley (3.C) – effective May 2, 2015.

The Company and Union may agree to a different distribution of the AFT/Galley pay on the LAA equipment in consideration of service and position requirements.

Note: All premiums (Purser, Lead, AFT, Galley, and Foreign Speaker) and Understaffing for LAA Flight Attendants will be paid based on actual times until the necessary programming is completed, and thereafter all premiums will be paid on the greater of scheduled or actual. International override is paid based on the greater of scheduled or actual.

Holding Time (3.D.) – effective no later than May 2, 2015.

Understaffing Pay (3.E.) – effective no later than May 2, 2015.

International Pay (F.1.-3.) – Upon completion of the necessary programming to create IPD sequences with a 1:15 Report/:50 Customer Boarding, the LAA and LUS Flight Attendants will receive the International premium for IPD of \$3.75. Other non-IPD International segments will continue to receive the \$3.00 International premium.

Note: (LAA Flight Attendants) Effective May 2, 2015 the International override of \$3.00 will apply to all hours flown or paid removals on International leg(s), including diversions, deadheading and flight pay and credit, prorated to the nearest minute. International override for IPD sequences will be paid for the entire sequence.

For LAA Flight Attendants all Mexico segments will be paid the International override effective May 2, 2015.

Jury Duty (3.G.) – effective concurrent with PBS.

Drug Testing (3.H.) – effective as soon as practicable.

Holiday Pay (3.J.) – effective January 1, 2015. (earned Holiday Pay for January 1<sup>st</sup> will be paid as soon as practicable)

Premiums for Paid Time Off (3.K.) – Prior to PBS implementation, a Flight Attendant shall receive the applicable premiums specified under the terms of her/his respective prior collective bargaining agreement. Following PBS implementation, a Flight Attendant will only receive the premium if the credit hours in her/his primary line or PBS award are inclusive of 100% of any single premium(s).

ATC Hold/Actual “OUT” Time (3.L.) – effective no later than February 2015 bid month.

Diversion Pay (3.M.) – effective no later than February 2015 bid month.

Transition to New Payroll Schedule – LAA Flight Attendants will be given a minimum of ninety days’ notice prior to the bid month of the transition.

Monthly Method of Pay (3.N.) – Prior to implementation, LAA and LUS Flight Attendants shall be paid under the terms/procedures of their respective prior collective bargaining agreements.

Pay Discrepancies (3.O.) – Prior to implementation, LAA and LUS Flight Attendants shall be paid under the terms/procedures of their respective prior collective bargaining agreements.

Overpayments (3.P.) – Prior to implementation, LAA and LUS Flight Attendants shall be paid under the terms/procedures of their respective prior collective bargaining agreements.

## **B. Section 4 – Expenses**

Per Diem (4.A.1.-2):

Note: For LAA Flight Attendants the International per diem will be paid on any NIPD/IPD sequence containing at least one segment of International flying until the programming is completed, and thereafter International override will be paid by segment for NIPD and by sequence for IPD.

Per Diem for In-Base Training (4.A.4.) – effective as soon as practicable.

Per Diem for Standby (4.A.7.) – effective concurrent with the implementation of Reserve processing for LAA Flight Attendants, and concurrent with Flight Attendant Operational Integration for LUS.

Crew Meals (4.C.) – effective with Flight Attendant Operational Integration.

Parking (4.D.) – effective as soon as practicable.

### **C. Section 7 – Uniforms**

This Section shall be implemented concurrent with the issuance of the new uniform. Prior to implementation, Flight Attendants will be covered under the terms of their respective prior collective bargaining agreements.

### **D. Section 8 – Vacation**

Beginning on January 1, 2015 up until PBS implementation PVDs (up to a maximum of six (6) days per calendar year) may be utilized by LAA Flight Attendants at the daily rate of 3:30.

#### **2015 Vacation**

All vacation earned in 2014 for use in May 2015-April 2016 (LAA)/ January 2015 – December 2015 (LUS) shall be covered under the terms of the respective prior collective bargaining agreements, as applicable.

#### **2016 Vacation**

For vacation earned in 2015 for use in May 2016-April 2017, Flight Attendants shall accrue vacation under the terms of Section 8 of the Agreement. LAA Flight Attendants shall accrue according to the accrual charts specified in the LAA Agreement through April 2015, and the Section 8 chart for May 2015- December 2015 for use in May 2016-April 2017.

LUS Flight Attendants will transition to the May - April vacation fiscal year effective with the 2015 accruals. For the transition year, Flight Attendants will bid their earned vacation (earned in the 2015 calendar year) for the period covering January 2016 through April 2017. LUS Flight Attendants will have a one-time opportunity to carry over vacation awarded in 2015. The carry-over days will be limited to seven (7) days; such days may be canceled for carry-over purposes and must be days that are currently scheduled for use from March 2015- December 2015. The carry-over days will be available for bid in the 2<sup>nd</sup> round of the January 2016 through April 2017 vacation bid process.

An LAA Flight Attendant hired prior to the Date of Signing, who is accruing more vacation days than the amount specified in the JCBA vacation chart, will be “red circled” and will retain the higher number of vacation days until she/he moves to a higher rate on the vacation chart specified in the JCBA. Example: A Flight Attendant with one year of longevity will continue to accrue nine days of vacation until she/he reaches five years of active service at which point she/he shall move to the ten days per year as specified in the vacation section of the JCBA.

Prior to LAA PBS implementation, Flight Attendants shall be covered under the terms of the respective prior collective bargaining agreements. Effective with the LAA PBS implementation, vacation daily rates and all provisions of Section 8 of this Agreement will be in effect. Any vacation

provisions specifically tied to ETB will be implemented concurrent with the implementation of such processes.

Vacation Premiums (B.2.) – Prior to PBS implementation, a Flight Attendant shall receive vacation premiums under the terms of her/his respective prior collective bargaining agreements. Following PBS implementation, a Flight Attendant will only receive the premium if the credit hours in her/his primary line or PBS award are inclusive of 100% of any single premium(s).

#### **E. Section 9 – Sick**

Sick Notification (9.B) – effective as soon as practicable.

Sick Accrual (9.C.1.) – effective January 1, 2016.

Claiming Sick Leave (9.D.) – effective with PBS for LAA Flight Attendants, and for LUS Flight Attendants, concurrent with Operational Integration, except the LAA cap on the number of sick hours will be removed as soon as practicable.

#### **F. Section 20 – Seniority – DOS**

#### **G. Section 22 – Filling of Vacancies**

All provisions of this section will be implemented concurrent with Flight Attendant Operational Integration.

All vacancies will be posted in advance of Flight Attendant Operational Integration. System-wide openings will be awarded concurrent with the effective date of the first bid month of Flight Attendant Operational Integration.

#### **H. Section 25 – Leaves of Absence/Approved Time Off**

All provisions of this section will be implemented January 1, 2016, except for the following:

Maternity/Paternity (25.G.) – effective on DOS.

Medical Leave Duration (25.E.5.-6.) – effective on DOS.

Unpaid Leaves of Absence Chart (25.N.) – effective DOS (Seniority Accrual and Longevity Accrual).

#### **I. Section 26 – Insurance, Retirement and Other Benefits**

Effective on DOS, except for LUS Flight Attendants who shall continue to receive Medical, Dental, Vision, LTD, Life Insurance and AD&D under the terms of their respective prior collective bargaining agreement for the calendar year 2015.

The DC Plan for LUS Flight Attendants shall be implemented as soon as practicable, and, in no case, effective later than February bid month.

Effective January 1, 2015, Flight Attendants will no longer be allowed to defer payment of their portion of medical/dental/life insurance and optional premiums while on an unpaid leave of absence.

The LAA 420 hour benefit threshold will be eliminated effective January 1, 2015.

**J. Section 27 – Injury on Duty (IOD)** – effective with the February 1, 2015 for Flight Attendants with a disability date on or after February 1, 2015.

**K. Section 29 – Training**

Training Pay – effective with the February 2015 bid month.

Bidding and Assignment (29.D), Duty and Rest for Training (29.H) will be implemented concurrent with PBS.

**L. Section 30 – Grievance Procedure** – effective on DOS, except as specified below.

**M. Section 31 – System Board of Adjustment** – effective on DOS.

Note: Any grievance filed prior to DOS will utilize the grievance and system board procedures from the prior applicable collective bargaining agreements and the Agreement on Bargaining and Representation (ABR) between APFA and the Association of Flight Attendants (AFA) AFL-CIO.

**N. Section 37 – General**

Cabin Cleaning (37.F.) – LAA and LUS Flight Attendants will operate under the terms of their respective prior collective bargaining agreements until Flight Attendant Operational Integration.

Jumpseat (37.G.) – The results of the vote among the Flight Attendants to determine the boarding priority for the cabin jumpseat(s) shall be reported to the Company no later than July 15, 2015, and the boarding system shall become effective as soon as practicable.

Note: The weight restriction jumpseat provision for the LUS Flight Attendants will be eliminated concurrent with the elimination of the same provision for the LUS Pilots. The effective date is to be determined.

Commuter Policy (37.I.) – effective on January 1, 2015.

In-Flight Rest (37.R.) – effective on January 1, 2015.

**O. Section 38 – Crew Rest** – effective as soon as practicable.

**The provisions of the Sections listed below will be implemented as soon as practicable for the LAA Flight Attendants. At the point in time when PBS, TTS, ETB and the Reserve processing are implemented, the LUS Flight Attendants will be integrated into the Flight Attendant Scheduling System with the LAA Flight Attendants and the following Sections will then apply to both LAA and LUS Flight Attendants. Prior to the implementation of the relevant Sections or provisions, Flight Attendants shall operate under the provisions of their prior collective bargaining agreements.**

**P. Section 10 – Scheduling**

Note: LAA Flight Attendants will continue to have the ability to drop trips consistent with the current contract, until the implementation of PBS; however, the 420 hour threshold will continue to apply for sick and vacation accrual.

Satellite Bases (10.U.) – implemented at Company’s discretion.

**Q. Section 11 – Hours of Service**

Note: Report/on-board requirements will be implemented as soon as practicable.

**R. Section 12 – Reserve Duty**

Note: Rotating Reserve (12.A.3.) shall not apply to LUS until Flight Attendant Operational Integration and will not apply to LAA until PBS implementation (current rotating provision will apply).

**S. Section 13 – TDY (LAA)**

**T. Section 14 – International Flying**

Note: Flight Attendants qualified in the Purser program at LAA/LUS will remain in the program with implementation of this Section.

**U. Section 15 – Language Speaker**

Staffing (A.1.) – **effective DOS, except as provided below. Actual implementation to be determined.**

1. Effective one year from Date of Signing, the Company may add one additional language speaker on wide body aircraft in LUS Crew Bases.
2. Effective on the date of Flight Attendant Operational Integration, the Company may add a second additional language speaker on wide body aircraft in former LUS Crew Bases.
3. Prior to Flight Attendant Operational Integration, if a language speaker is included as part of the crew complement on LUS narrowbody aircraft, the Company agrees to include at least one segment requiring the language speaker in each duty period of the sequence.

Note: Flight Attendants currently qualified in the LUS LOD/O program will be permitted to maintain their qualifications concurrent with the implementation of this section.

**V. Section 16 – Deadheading**

The commuter valet checked bag provision for the LUS Flight Attendants will be eliminated concurrent with the elimination of the same provision for the LUS Pilots. The effective date is to be determined.

**W. Section 17 – Co-Terminals**

**X. Section 18 – Charters**

**Y. Section 19 – CRAF**

**The following provisions will be implemented according to the following schedule:**

Red Flag Pay (150%) (10.H.) – (LUS) effective DOS.

30% Four (4) Day Pairing Limitation (11.K.6.) – (LAA) effective DOS.

Voluntary Duty Day Waiver (Domestic (11.O.1.) and International (14.D.1)) – (LAA) effective DOS.

Location Delay Incentive – (14.M.7.) (LAA) effective DOS.

**The following provisions will be implemented as soon as practicable:**

Last Live Leg (10.P.) (LAA)

1 for 2 Duty Day Pay (11.D.5.) (LUS)

Voluntary Waivers of Hours of Service limitations (e.g., voluntary rest minimums, double-up, etc.) to allow additional sequence pick-up for LAA Flight Attendants

Remove the domestic/NIPD purser designation

**The JSIC may identify additional provisions for priority implementation. The Joint Scheduling Implementation Committee (JSIC) shall oversee the implementation of the following items and will assist with prioritizing the provisions of each section below:**

Pay protections for LAA flight attendants, illegal thru no fault, last sequence/series of the month, crew sub and rescheduling

Implementation of new Reserve Section

ETB and Trip Trade System (TTS)

Side letters and Definitions related to the above sections shall remain in effect concurrent with the above sections.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this \_\_\_\_\_, 2014.

FOR AMERICAN AIRLINES, INC.      FOR THE ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS (APFA)

/s/

/s/

October 4, 2014

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

Dear Laura:

As a result of discussions during negotiations for the Joint Collective Bargaining Agreement, the parties agree the following provisions from the US Airways Flight Attendant Agreement dated February 28, 2013, will remain in effect:

Section 25, Leaves of Absence/Approved Time Off, Paragraph M.2.

Flight Attendants commencing applicable leaves under the East collective bargaining agreement prior to June 1, 2005, may continue medical and dental insurance benefits by continuing to reimburse the Company, on a monthly basis, the equivalent of the group rate.

Section 9, Sick Leave, Paragraph C.1.d.

On February 28, 2013, all Pre-Merger America West Flight Attendants will be eligible for Short Term Disability (STD) benefit coverage for a period of two (2) years, ending on February 28, 2015, in addition to the sick leave accruals as provided for in Section 9, Sick Leave, Paragraphs C.1.a-c. The STD benefits provided will be consistent with the current Pre-Merger America West Flight Attendant plan. As an exception, STD benefits will cease after one hundred twenty (120) days of disability concurrent with eligibility for Long Term Disability (LTD) benefits. Each Pre-Merger America West Flight Attendant shall retain the unused portion of her/his current year sick leave grant, as well as her/his sick leave grant from the previous year minus actual usage.

Legacy American Airlines – Article 30, General, Paragraph A

Flight Attendants who have submitted their resignation under Article 30 prior to January 1, 2015 will have their requests honored in accordance with the existing language and timelines specified in the AA/APFA CBA. Request submitted after DOS will not be accepted. Per Article 30, a Flight Attendant may rescind such resignation within three months of submittal.

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  
MichellePeak

October 4, 2014

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

Dear Laura:

This letter will confirm our agreement that within (45) forty-five days of the effective date of the JCBA (December 13, 2014), a one-time "Transition Payment" of \$3,000.00 (less applicable taxes and withholding) will be provided to each Legacy US flight attendant who is in active status (i.e., in regular active pay status with American Airlines or on a FMLA, Military, Maternity, Adoption, or Paternity leave and not on any other unpaid leave of absence) as of January 15, 2015.

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  
MichellePeak

December 16, 2004

Mr. Brett Durkin  
Vice President  
Association of Professional  
Flight Attendants  
1004 W. Eules Blvd  
Eules, 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  
Vice President  
APFA

\_\_\_\_\_  
Date

October 4, 2014

Laura R. Glading, President  
Association of Professional  
Flight Attendants  
1004 W. Eules Blvd.  
Eules, 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:

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

MAXIMUM NUMBER OF FOREIGN

ONCE THE NUMBER OF PERSONS ON APFA SENIORITY LIST REACHES

NATIONALS AVAILABLE FOR ACTIVE LINE FLYING (EXPRESSED AS A % OF PERSONS ON APFA SENIORITY LIST)

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.

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. Eules Blvd.  
Eules, 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. Eules Blvd  
Eules 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:

\_\_\_\_\_ Date \_\_\_\_\_

John Ward  
President, APFA

**APPENDIX S  
LETTER-III**

January 29, 2002

Mr. John Ward  
President  
Association of Professional  
Flight Attendants  
1004 W. Eules Blvd.  
Eules, 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  
Employee Relations October 4, 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:

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

**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:

$$\text{Flight Attendants:} = \$23.50$$

**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. Non-Incorporation.** The SuperSaver 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,

Agreed:

/s/ E. Allen Hemenway  
Vice President

s/ Mike Flores  
MEC President