

## **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 otherwise by the Company.

4. Recommendations

- a. Contemplated changes to crew resource methodologies pertinent to the allocation, sequence, and scheduling of flying will be discussed jointly prior to their implementation.
- b. The Company shall consider the recommendations made by the 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 the Trip Trade System (TTS), Daily Processing and Reserve Processing, unless governed by a specific provision of this agreement, e.g., CRAF or charters, in which case those provisions shall apply.
- b. There will be a mixture of one (1) duty period, two (2) duty period, three (3) duty period, and four (4) duty period sequences. There will be a mixture of one-day, two-day, three-day, and four-calendar day sequences, except sequences which contain International Premium Destination (IPD) duty periods may be scheduled for up to six (6) duty periods and up to a maximum of six (6) calendar days\*.

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

4. Sequence Review

- a. After the initial sequence solution is provided to the 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:

Process	Deadline
Training Bidding Opens	1 <sup>st</sup> day of contractual month prior to bid period; no later than 0900 DFW
Recurrent Training Bidding Closes	6 <sup>th</sup> day of contractual month prior to bid period at 0900 DFW
Training Award Publication	7 <sup>th</sup> day of contractual month prior to bid period; 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 to bid period at 0900 DFW
PBS Bidding Closes	16 <sup>th</sup> day of contractual month prior to bid period at 0900 DFW
PBS Award Official Publication	18 <sup>th</sup> day of contractual month prior to bid period at 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) days 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 JSC.
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;
- f. Carry in and carry out credit;
- g. Sequence report and release times;
- h. Positions by sequence;
- i. Scheduled credit for each sequence;
- j. Layover cities;
- k. Days off and days of availability blocks for Reserves;
- l. Training assignments;
- m. Vacation days;
- n. Planned absences;
- o. Number of landings;
- p. Number of Duty Periods; and,
- q. Other information as agreed upon by the 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, Date] Flight Attendant may prefer or want to avoid sequences with specified number of calendar days.
3. Layover City [Prefer/Avoid, Layover Station, Date] 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, Date] Flight Attendant may prefer or avoid a type of sequence(s) to be determined by the JSIC.
5. Crew Position [Prefer/Avoid, Crew position, Date] 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, Date] 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 [Date] Flight Attendant may bid for sequences with no deadheads in the sequence.
8. Layover Duration [Minimum/Maximum, Duration, Station] 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, Date] 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 mis-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.

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 transactions 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:

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

- (a) A transaction shall not cause any day at or below the Daily Limit to exceed the Daily Limit; and

- (b) Note: For purposes of TTS transactions a flight which 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.I.

- 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.I.
- 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.I, 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 Duty, Section 12. Sequences which become available within two (2) hours (three (3) hours in co-terminal bases) prior to departure of the sequence, will not be processed from the Unsuccessful Bidders List but will be awarded to a Reserve, 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 up until sign-in time for the sequence. If the sequence has not been picked up, the Flight Attendant will be responsible for flying that sequence. This restriction shall not apply to Paragraph P.
  - e. The ETB system will include a real time acceptance message that requires a Flight Attendant picking up a sequence on the ETB to accept the sequence. A Flight Attendant requesting to drop or trade a sequence remains responsible for that sequence until approval for the drop or trade has been granted. Once a sequence is added, it becomes part of the Flight Attendant's line. Conversely, once a sequence is dropped, it is no longer part of the Flight Attendant's line.
  - f. ETB transactions will be processed for sequences that the Flight Attendant is legal to operate under the terms of the Agreement and in accordance with the parameters specified in Paragraph D.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 Section 10 means any and all deviations from a Flight Attendant's awarded sequence, as originally published, with the following exceptions:
  - i. Cancelled segments that occur at any time during the sequence without requiring the Flight Attendant to operate a different sequence. However, the cancellation of a scheduled flight and the creation of a new unpublished flight between the same city pairs within four (4) hours of the original scheduled departure time does not constitute a cancelled segment and would require payment to the Flight Attendant for the cancelled flight unless the Flight Attendant has requested to be released from duty in accordance with 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.
- vi. 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 debrief.*	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 debrief.*	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.

4. \*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.