

SECTION 11 - HOURS OF SERVICE

A. GENERAL (Domestic and International)

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

B. CUMULATIVE DUTY LIMITATIONS (Domestic and International)

1. A Reserve Flight Attendant may be scheduled to fly up to thirty-five (35) block hours in any seven (7) consecutive days. Further, in actual operations, a Reserve will complete her/his sequence combination even if the scheduled duty limitations are exceeded so long as no applicable Flight Attendant specific FAR is violated.
2. A Lineholder in PBS or TTS may be scheduled to fly up to thirty (30) block hours in any seven (7) consecutive days. However, in actual operations a Lineholder will complete her/his sequence combination unless the duty limitation exceeds thirty-five (35) block hours.
3. A Flight Attendant at her/his option may waive the limitations in Paragraphs B.1 and B.2. Once waived, a Flight Attendant will complete her/his trip combination so long as no applicable FAR is violated. Once the waiver is exercised, the waiver will be applied for the remainder of the month.
4. Domestic and International deadhead time, will not count toward the thirty (30) / thirty-five (35) hours in seven (7) days limitation in scheduled and actual operations.
5. ETB time will not count toward the thirty-five (35) hours in seven (7) days limitation for a Reserve Flight Attendant and thirty (30) hours in seven (7) days for Lineholders. **Δ (L-31)**

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

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

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

1. Minimum Guarantee

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

- a. Flight time pay and flight time credit scheduled or actual on a leg-by-leg basis.

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

2. Definition of Completed Trip

- a. Landing at an airport other than the airport or co-terminal of original departure, or;
- b. If the aircraft returns to the gate at the airport or co-terminal of original departure after takeoff for reasons other than mechanical.

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

3. Call Out

- a. A Flight Attendant who reports to the airport for a specific flight assignment but who does no flying shall, if applicable, be eligible for Holding Time/Ground Time, as provided in Compensation, Section 3.D, and shall receive the greater of:

- i. Trip Sequence Origination

- (a) flight time pay for On-Duty Time as provided in Paragraph D.5, from the time she/he reports for the specific flight assignment continuing until she/he is released to begin her/his legal rest period, or
- (b) three (3) hours flight time pay.

- ii. Mid-Sequence

- (a) flight time pay and flight time credit for On-Duty Time as provided in Paragraph D.5, or, if greater, flight time pay and flight time credit for Time Away from Base, calculated in accordance with the provisions of Paragraph D.4, from the time she/he reports for the specific flight assignment continuing until she/he is released to begin her/his legal rest period, or;
- (b) three (3) hours flight time pay and credit.

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

4. Trip Rig (1 for 3.50)

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

prorated shall be computed as a continuation of the last leg of the return sequence to her/his crew base.

5. Duty Rig (1 for 2)

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

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

Example 1:

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

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

Example 2:

A MIA-based Flight Attendant flies a turnaround that is scheduled to depart at 1830 and terminate at 2140 on the last day of the month. The flight time on the first segment is 1:10, and the second segment is 1:05. Since the minimum value of a one (1) day sequence is five (5) hours, and the total flying on this sequence is 2:15, minimum guarantee due on this sequence is an additional 2:45. The 2:45 is considered an extension of the last flight leg. To calculate the total hours/minutes which will be paid in the next month, take the departure time at the last point of departure (2035), add the flight time (1:05) and add the guarantee time (2:45). This results in 25 minutes of the total sequence value being applied to the next month. Since the sequence actually terminates prior to midnight at home base, the per diem expenses are paid in the current month.

SEQ 4321 BASE MIA DOM 757

DT EQ FLT STA DEP M STA ARR AC FLY

SKD 31 BA 2487 MIA 1830 MCO 1940 1.10

SKD 31 BA 2487 MCO 2035 MIA 2140 1.05

D/P SKD 2.15 P/C 2.45G TL 5.00

SKD ONDUTY 4.25

SEQ SKD 2.15 P/C 2.45 TL 5.00 TAFB 4.25

E. DOMESTIC DUTY LIMITATIONS (Monthly Sequence Construction Only)

	Maximum Scheduled Duty Period (Hours) Based on Number of Flight Segments						
Report Time (Home Base)	1	2	3	4	5	6	7+
0000-0359	9:15	9:15	9:15	9:15	9:15	9:15	9:15
0400-0459	10:15	10:15	10:15	10:15	9:15	9:15	9:15
0500-0559	12:15	12:15	12:15	12:15	11:45	11:15	10:45
0600-0659	13:15	13:15	12:15	12:15	11:45	11:15	10:45
0700-1259	13:15	13:15	13:15	13:15	12:45	12:15	11:45
1300-1659	12:15	12:15	12:15	12:15	11:45	11:15	10:45
1700-2159	12:15	12:15	11:15	11:15	10:15	9:15	9:15
2200-2259	11:15	11:15	10:15	10:15	9:15	9:15	9:15
2300-2359	10:15	10:15	10:15	9:15	9:15	9:15	9:15
<p>NOTE: The above chart is limited to eight (8) hours and fifty-nine (59) minutes block. However, a duty period may exceed in both duty and block time provided the sequence is limited to one (1) duty period and to no more than two (2) live segments. The scheduled on-duty maximum for such sequence shall be fourteen (14) hours and fifteen (15) hours in actual operations.</p>							

A Flight Attendant scheduled for a duty period with greater than eight (8) hours and fifty-nine (59) minutes block shall receive a minimum of eleven (11) hours of home base rest following the duty period. Such Home Base Rest may be waived by the Flight Attendant per Paragraph I.

Domestic sequences constructed after the monthly allocation process but in time to process in TTS will comply with the domestic duty limitations defined in the above chart. **Δ (L-31)**

F. DOMESTIC ON-DUTY LIMITATIONS (Actual Operations)

1. Actual Operations On-Duty Limitations

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

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

NOTE: On a block-to-block basis, if the duty period has a break of at least five (5) hours or twice the number of block hours preceding the break, whichever is greater, then the thirteen (13) hours and fifteen (15) minutes “rescheduled on-duty maximum” applies. **Δ (L-31)**

Domestic sequences constructed after TTS is processed will comply with the on-duty limitations defined in the above chart. **Δ (L-31)**

A Flight Attendant will not be scheduled/rescheduled for more than eight (8) hours and fifty-nine (59) minutes block time. **Δ (L-31)**

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

G. STANDBY RESERVE DUTY LIMITATIONS

A Standby Reserve who is assigned a sequence will be subject to the duty period maximums in accordance with Paragraphs E and F. The applicable duty period maximum for the assigned sequence will be based on the report time in Column 1 of the Domestic Duty Chart in Paragraph E. The total duty period, including the time from report for the Standby Reserve until the conclusion of the sequence’s duty period, must not exceed the schedule maximum on the Duty Period chart based on the report time in Column 1 of the Domestic Duty Chart in Paragraph E.

Example:

A Reserve reports for Standby duty at 0500. During the Standby Reserve duty, the Reserve is assigned a sequence, commencing at 0730 and releasing at 1500. The Reserve will be legal for such sequence assignment. The Reserve’s duty day starts at the commencement of the Standby shift at 0500 and the release time for the assigned sequence is 1500, resulting in a 10 (ten) hour duty day. The maximum duty day for a flight commencing at 0730 per the chart (report between 0700-1259) is 13:15 hours.

H. MINIMUM DAYS OFF Δ (L-22)

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

I. DOMESTIC HOME BASE REST

A Flight Attendant shall be scheduled for no less than eleven (11) hours rest (calculated from release from duty to report for duty) at her/his home crew base, which in actual operations, at her/his option, may be reduced to eight (8) hours, subject to the applicable FARs.

J. DOMESTIC MINIMUM LAYOVER REST

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

actual operation of a trip sequence, the crew upon reaching the layover hotel should contact the Company directly to reschedule the crew.

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

2. When a Flight Attendant does not receive her/his minimum overnight rest period (eight (8) hours and twenty (20) minutes), she/he shall be considered on duty with all Duty Rigs and premiums applicable to continue on the sequence. A Flight Attendant who feels she/he cannot continue on the sequence shall be relieved at the earliest possible time without causing a delay and may claim sick time for the remainder of her/his sequence. It is also understood that a Flight Attendant who elects to be relieved in accordance with the above will not have that sick call recorded in her/his sick time totals.

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

1. ~~Within a duty period, if a flight segment~~ If a duty period is scheduled to touch 0100 through 0101 local time Home Base Time as calculated at either the departure or destination station such sequence is classified as a Red-Eye sequence. **Δ (L-12)**
2. A Red-Eye duty period shall have no more than two (2) scheduled flight segments and no more than one (1) scheduled aircraft connection. Such connection limitation is not applicable in actual operations
3. Sequences may be constructed with more than one (1) duty period beginning within the same day.
4. Sequences shall be constructed so that if a Flight Attendant operates or deadheads on a flight segment that touches 0300 HBT, the Flight Attendant shall be released for legal rest at the termination of such flight segment. This Paragraph shall not restrict a Flight Attendant from one (1) additional landing or a deadhead to crew base on account of an operational diversion provided that the Flight Attendant does not exceed the maximum duty time as provided in Paragraph F.
5. All Domestic sequences shall be constructed so as not to exceed four (4) duty periods with duty over four (4) days, and shall begin and end in a Flight Attendant's crew base, co-terminal or satellite unless otherwise provided for in this Agreement.
6. The number of sequences which contain Domestic or NIPD flying and consist of four (4) days duration shall be limited to a maximum of thirty percent (30%) of the total number of sequences which contain Domestic or NIPD flying within a crew base. Exceptions to this thirty percent (30%) limitation are four (4) day sequences which contain IPD segments.

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

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

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

1. The ODAN duty period shall be scheduled for a maximum of fourteen (14) hours of duty however, the Flight Attendant may be required to remain on duty up to fifteen (15) hours to complete an ODAN sequence; and,
2. The ODAN duty period shall contain no more than two (2) segments; and,
3. Each segment in the ODAN duty period shall contain no more than two (2) hours and thirty (30) minutes of block time; and,
4. The Flight Attendant shall be scheduled for a break between segments of no less than four (4) hours pure rest, which is five (5) hours and fifteen (15) minutes block-to-block rest on Domestic ODAN sequences and five (5) hours and thirty (30) minutes block-to-block rest on NIPD ODAN sequences. Additionally, the Flight Attendant shall be scheduled for a break between segments of no more than nine (9) hours and twenty-nine (29) minutes pure rest which is ten (10) hours and forty-four (44) minutes block-to-block rest on Domestic ODAN sequence and ~~eleven (11) hours and fourteen (14) minutes~~ **ten (10) hours and fifty-nine (59) minutes** block-to-block on NIPD ODAN sequences. **Δ (L-31)**
5. A Flight Attendant on an ODAN sequence may be rescheduled to fly or deadhead on one (1) additional segment either prior to or following the break as described in Paragraph K.4.
6. Notwithstanding Crew Accommodations, Section 6.B.2, on an ODAN with a segment scheduled with more than two (2) hours of block time, an airport hotel shall be used if one exists.

M. DOMESTIC ON-BOARD REQUIREMENTS

1. On a Domestic departure on an aircraft of less than one hundred and sixty-five (165) passenger seats, a Flight Attendant will be required to be on board the aircraft ready to receive passengers thirty (30) minutes prior to scheduled departure.
2. On a Domestic departure on an aircraft of one hundred and sixty-five (165) or more passenger seats, a Flight Attendant will be required to be on board the aircraft ready to receive passengers thirty-five (35) minutes prior to scheduled departure.

N. DOMESTIC REPORT AND RELEASE TIMES

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

O. VOLUNTARY WAIVER OF FLIGHT DUTY LIMITATIONS

1. A Flight Attendant shall not be required to remain on duty beyond the maximum flight duty limits as specified in Paragraph F. If the combination of a delayed departure time and the scheduled flight time(s) projects the Flight Attendant's duty to exceed the maximum duty limitations specified in this Agreement, Crew Schedule may offer, and a Flight Attendant may voluntarily agree to continue working. Once the Flight Attendant has agreed, such

agreement may not be rescinded. When such Flight Attendant voluntarily agrees to continue working, in addition to any pay for the trip, the Flight Attendant will be paid, but not credited, at the rate of one (1) minute of flight pay for each two (2) minutes on duty for the entire duty period, commencing at the duty period's actual report time and ending fifteen (15) minutes after the actual block-in. Once a Flight Attendant has volunteered to exceed the maximum duty limitations, she/he will receive the pay specified above, even if the duty limitations are not exceeded. In such circumstances, the rest provisions contained in Paragraphs I and J, will apply at the end of the extended duty period. The flight can operate with minimum crew if some of the crew chooses not to fly. **Δ (L-34)**

2. Crew Schedule shall contact the Lead/Number 1 Flight Attendant from the applicable crew in order to offer the crew the ability to voluntarily waive the duty limitations; provided however, Crew Schedule may require communication with the other Flight Attendants as necessary.
3. It is understood that it is each individual Flight Attendant's decision whether to waive the duty time limitations. The failure to agree to waive duty time limitations shall not affect any pay protections otherwise provided for in this Agreement.
4. Crew Schedule Error – After Origination

Once a Flight Attendant has commenced a sequence, any violation of the Scheduling, Hours of Service, Speaker, International or Reserve Sections of this Agreement shall be paid at time and a half for the entire sequence (one hundred percent (100%) pay and credit and fifty percent (50%) pay no credit). This provision shall not apply to Crew Schedule errors in the assignment of a sequence prior to the origination of the sequence, which is governed by the Crew Schedule error language specified in Scheduling, Section 10. In the event a dispute exists over whether a violation of this Agreement has occurred, the matter will be resolved through Dispute Resolution and Grievance Procedures, Section 30 and System Board of Adjustment, Section 31.

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

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

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

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