

## **SECTION 11 - HOURS OF SERVICE**

### **A. GENERAL**

1. The flight time limitations provided in this Agreement shall include all flight time on regularly scheduled pairings, extra sections, charter pairings, scenic flights, publicity flights, ferry flights, other flights where Flight Attendants perform regular flight duties, pairing hour credit, daily duty credit, variable minimum (VM) 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**

1. A 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 Flight Attendant will complete her/his pairing combination even if the scheduled duty limitations are exceeded so long as no applicable Flight Attendant specific FAR is violated.
2. A Flight Attendant, at her/his option, may exceed thirty-five (35) actual hours in seven (7) consecutive days. A Flight Attendant will complete her/his trip combination so long as no applicable FAR is violated.
3. ETB time will not count toward the thirty-five (35) hours in seven (7) days limitation.

### **C. 24:00 HOURS OFF IN 7 DAYS**

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 an RON, if applicable, or at her/his domicile.
2. As an exception to Paragraph C.1., above, the established PBS default for the consideration of required rest in seven (7) days shall

require that FAR rest occur while in her/his domicile.

**D. VARIABLE DUTY PERIOD MINIMUM AND DUTY RIG**

1. When a Lineholder or a Reserve departs on a scheduled flight, she/he shall receive an average of five (5) hours for each on-duty period except as specified in Paragraph D.2., below. When pairings are constructed, the Company shall establish the variable duty period minimum (VM) for each duty period, at any value it chooses, provided the sum of the established variable duty period minimums for all the duty periods in any given pairing equals no less than five (5) hours times the number of duty periods in a pairing.
2. The following on-duty periods are excluded from the VM provisions of Paragraph D.1. above:
  - a. Certain split pairings as specified in Section 10.M, Scheduling.
  - b. A duty period in which a landing was not made at an airport other than the airport of takeoff. Actual time or two (2) hours pay and credit shall apply, whichever is greater.
  - c. A duty period composed solely of deadhead when such duty period is contained in a portion of a pairing assigned to a Reserve or awarded to a Flight Attendant when such pairing was not constructed in the published pairings. A two (2) hour duty period minimum pay and credit shall apply to such duty period.
  - d. The difference between flight credits and the variable duty period minimum will be calculated for each duty period in a pairing. Where the VM is greater than scheduled or actual flight credits, such difference will be added to scheduled or actual credits to determine credits applicable to such pairing. The examples below assume no deadhead in the pairings.

Examples:

	DP	DP	DP	DP	
EX 1.	1	2	3	4	TOTAL
Scheduled	4:40	5:10	7:05	2:15	19:10
Designated VM	4:50	5:10	6:00	4:00	20:00
Actual	4:40	5:20	7:10	2:20	19:30

Credit (VM)	0:10	—	—	1:40	<u>1:50</u>
					21:20

	DP		DP	
EX. 2.	1		2	TOTAL
Scheduled	0:50		7:40	8:30
Designated VM	4:00		6:00	10:00
Actual	0:55		8:15	9:10
Credit (VM)	3:05		-	<u>3:05</u>
				12:15

	DP	DP	DP	
EX. 3.	1	2	3	TOTAL
Scheduled	4:07	4:20	6:10	14:37
Designated VM	4:07	4:53	6:00	15:00
Actual	4:53	3:30	6:50	15:13
Credit (VM)	-	1:23	-	<u>01:23</u>
				16:36

3. Pairing Rig (1 for 3.50):

For each pairing as defined in Section 2, Definitions, a Flight Attendant shall be 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 pairing to her/his domicile.

4. Duty Rig (1 for 2.25 and 1 for 2):

A Flight Attendant shall receive a minimum of one (1) hour of pay and credit for every two and one quarter (2.25) hours of actual on-duty time between the hours of 0600 and 2159 and 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 between the hours of 2200 and 0559.

5. Pairing rig, duty rig and VM rig shall be paid and credited in the month during which such claim is earned except when a pairing overlaps two (2) consecutive months and the application of the pairing rig shall be paid and credited in the month during which the pairing terminates.

## E. DOMESTIC AND NTI BLOCK AND DUTY LIMITATIONS

Report Time (Home Domicile)	Maximum Scheduled Duty Period (Hours) Based on Number of Flight Segments*								
	1	2	3	4	5	6	7+	Maximum Block (hours) 1-3 Live Flight Segments	Maximum Block (hours) 4+ Live Flight Segments
0000-0359	9:15	9:15	9:15	9:15	9:15	9:15	9:15	8	8
0400-0459	10:15	10:15	9:15	9:15	9:15	9:15	9:15	8	8
0500-0559	11:15	11:15	11:15	11:15	10:15	9:45	9:15	9	8
0600-0659	12:15	12:15	12:15	12:15	11:45	11:15	10:45	9	8
0700-1259	13:15	13:15	13:15	13:15	12:45	12:15	11:15	10	8
1300-1659	12:15	12:15	12:15	12:15	11:45	11:15	10:45	9	8
1700-1959	11:15	11:15	10:15	10:15	9:45	9:15	9:15	9	8
2000-2159	11:15	11:15	10:15	10:15	9:45	9:15	9:15	8	8
2200-2259	10:45	10:45	9:45	9:45	9:15	9:15	9:15	8	8
2300-2359	9:45	9:45	9:15	9:15	9:15	9:15	9:15	8	8
*NOTE: A Flight Attendant may be scheduled or rescheduled (based on her/his report time) up to the maximum duty limitations in the chart listed above and may be required in actual operations to remain on duty for up to two (2) hours beyond the duty period maximum.									

1. Additional staffing requirements, including the level service and LOD/O is in accordance with Section 10.Q, Scheduling.
2. If the flight time (block hours) is scheduled to exceed eight (8) hours, a crew meal will be provided in accordance with the guidelines set forth in Section 4, Expenses, crew meals will be appropriately selected for the time of day relative to the length of the duty period.
3. Flight time (block hours) exceeding eight (8) hours in a scheduled duty period shall be limited to no more than three (3) live segments.
4. A Flight Attendant scheduled for a duty period with greater than nine (9) block hours shall receive a minimum of eleven (11) hours

of rest (Home Domicile and RON) following the duty period, which cannot be reduced below nine (9) hours in actual operations. Such Home Domicile Rest may be waived by the Flight Attendant per Paragraph 11.I, below.

**F. DOMESTIC AND NTI DUTY LIMITATIONS (AUGMENTED CABIN CREW)**

A Flight Attendant may be scheduled beyond the limitations specified in Paragraph E., provided the Flight Attendant crew is augmented as follows:

Report Time (Home Domicile)	Maximum Scheduled Duty Period (hours)**	Scheduled Additional Flight Attendant Above FAR Minimum*	Maximum Number of Live Flight Segments
0000-0559	13:15	1	2
0600-0659	14:15	1	3
0700-1259	14:15	1	3
1300-1659	14:15	1	3
1700-2359	13:15	1	2
<p>* NOTE: The additional Flight Attendant shall be in addition to the LOD/O position, when applicable.  **NOTE: A Flight Attendant may be scheduled or rescheduled (based on her/his report time) up to the maximum duty limitations in the chart listed above and may be required in actual operations to remain on duty for up to two (2) hours beyond the duty period maximum.</p>			

**G. ON PREMISE RESERVE (OPR) DUTY LIMITATIONS**

A Reserve on an OPR shift who is assigned a pairing will be subject to the duty period maximums in accordance with Paragraphs E. and F., above. The applicable duty period maximum will be determined by the check-in time and number of segments for the assigned pairing. The total duty period, including the time from report for OPR until the conclusion of the pairing’s duty period, must not exceed the schedule maximum on the Duty Period charts.

Example:

A Reserve reports for OPR duty at 0500. During the OPR duty, the Reserve is assigned an unaugmented pairing with 5 flight segments, commencing at 0730 and releasing at 1600.

The Reserve will be legal for such pairing assignment. The Reserve's duty day starts at the commencement of the OPR shift at 0500 and the release time for the assigned pairing is 1600, resulting in an 11 hour duty day. The maximum duty day for a five segment flight commencing at 0730 per the chart (report between 0700-1259/5 segments) is 12:45 hours.

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

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

#### **I. DOMESTIC AND NTI HOME DOMICILE REST**

A Flight Attendant shall be scheduled for no less than ten (10) hours rest (calculated from release from duty to report for duty) at her/his home domicile, which in actual operations, at her/his option, may be reduced to eight (8) hours, subject to the applicable Federal Aviation Regulations (FARs).

#### **J. DOMESTIC AND NTI MINIMUM RON 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 RON which, in actual operations, may be reduced to eight (8) hours.
2. When a Flight Attendant does not receive her/his minimum overnight rest period (eight (8) hours), she/he shall be considered on duty with all duty rigs and premiums applicable to continue on the pairing. A Flight Attendant who feels she/he cannot continue on the pairing shall be relieved at the earliest possible time without causing a delay and may claim sick time for the remainder of her/his pairing. 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. FLIGHT SEGMENT LIMITS AND PATTERNS SCHEDULED WITHIN A PAIRING**

1. Within a duty period, if a flight segment is scheduled to touch 0100 through 0101 local time as calculated at either the departure

or destination station such pairing is classified as a Red-Eye pairing.

2. A Red-Eye duty period shall have no more than 2 scheduled flight segments and no more than one scheduled aircraft connection. Such connection limitation is not applicable in actual operations.
3. Pairings may be constructed with more than one (1) duty period beginning within the same day.
4. Pairings shall be constructed so that if a Flight Attendant operates or deadheads on a flight segment that touches 0300 HDT, 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 domicile on account of an operational diversion provided that the Flight Attendant does not exceed the maximum duty time as provided in Paragraph E.
5. Except as provided in Section 14, International, all pairings 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 domicile unless otherwise provided for in this Agreement. The number of pairings which contain domestic or Non-Transoceanic International flying and consist of four (4) days duration shall be limited to a maximum of thirty (30%) percent of the total number of pairings which contain domestic or Non-Transoceanic International flying within a domicile. Exceptions to this thirty percent (30%) percent limitation are four (4) day pairings which contain Transoceanic International segments.

**L. DOMESTIC AND NTI ON DUTY ALL NIGHTER DUTY PERIODS (ODAN)**

As an exception to Paragraph E., ODAN pairings consist of a single, stand-alone duty period which shall not be incorporated with any other duty period. An ODAN pairing includes all of the on-duty hours between 0100 and 0500 HDT.

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 pairing; 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 of no less than four (4) hours and no more than nine (9) hours and twenty-nine (29) minutes between the segments; and,
5. A Flight Attendant on an ODAN pairing may be rescheduled to fly or deadhead on one (1) additional segment either prior to or following the break as described in L.4 above.
6. Notwithstanding Section 6, Crew Accommodations, 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. MORE THAN A THREE HOUR DELAY**

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 this Section.

**N. DOMESTIC AND NTI ON-BOARD REQUIREMENTS**

A Flight Attendant will be required to be on board the aircraft ready to receive passengers thirty (30) minutes prior to scheduled departure, with the following exceptions:

1. On a domestic departure on an aircraft of one hundred 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.
2. On a Non-Transoceanic International departure a Flight Attendant



will be required to be on board the aircraft ready to receive passengers forty five (45) minutes prior to scheduled departure.

**O. DOMESTIC AND NTI REPORT AND RELEASE TIMES**

1. A duty period shall begin at report time. Report times shall be as follows:
  - a. One (1) hour prior to the originally scheduled departure or actual report time, whichever is later, at domicile; and
  - b. One (1) hour prior to the originally scheduled departure or actual report time, whichever is later, at an RON.
2. The duty period shall begin at report time, as defined in Paragraph O.1. above, 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.
3. A Non-Transoceanic International flight requires a report for duty of one (1) hour and thirty (30) minutes prior to scheduled departure and continuing until such Flight Attendant is released from duty thirty (30) minutes after block-in time of the last Non-Transoceanic International flight segment, or scheduled arrival, or actual release time, whichever is later. If the originating flight of the Non-Transoceanic International pairing is a domestic leg, the report time for duty is reduced to one (1) hour and if the terminating flight is a domestic leg, the release from duty is reduced to fifteen (15) minutes after block-in.

Example:

Report For Duty	Routing Path	Release From Duty
1:30	CLT-SJU-CLT	:30
1:30	CLT-SJU-CLT-PHL-CLT	:15
1:00	PHL-CLT-SJU-CLT-PHL	:15
1:00	PHL-CLT-SJU- CLT-(RON)	:30

4. Report and release times for flights Transoceanic International are located in the International Section.

**P. VOLUNTARY WAIVER OF FLIGHT DUTY LIMITATIONS**

1. A Flight Attendant shall not be required to remain on duty beyond the maximum flight duty limits as specified in Paragraph E. or F. above. 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 Scheduling may offer, and a Flight Attendant may voluntarily agree to continue working. Once the Flight Attendant has agreed, such agreement may not be rescinded. When such Flight Attendant voluntarily agrees to continue working, in addition to any pay for the trip, the Flight Attendant will be paid, but not credited, at the rate of one (1) minute of flight pay for each two (2) minutes on duty for the entire duty period, commencing at the duty period's actual report time and ending fifteen (15) minutes after the actual block-in, or thirty (30) minutes for international flights. Once a Flight Attendant has volunteered to exceed the maximum duty limitations, she/he will receive the pay specified above, even if the duty limitations are not exceeded. In such circumstances, the rest provisions contained in Paragraphs I. and J., above, will apply at the end of the extended duty period.
2. Crew Scheduling shall contact the "A" Flight Attendant from the applicable crew in order to offer the crew the ability to voluntarily waive the duty limitations; provided, however, Crew Scheduling 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.

#### **Q. CO-PAIRING**

1. Until PBS is implemented, East and West Flight Attendants will continue to operate under the Hours of Service, Reserve and Scheduling Sections of their respective Collective Bargaining Agreements. The parties agree that PBS will not be implemented sooner than eighteen (18) months following ratification and not later than twenty four (24) months following ratification. However, the parties recognize that a potential merger with AMR may impact the commencement of programming for PBS and other related scheduling sections. In the event such a delay impacts the ability of the Company to implement PBS within the twenty-four (24) month timeline, the Company shall provide all necessary

information to the Joint Implementation Resolution Committee (JIRC) to substantiate the necessity for such delay. Any dispute over the timeline of implementation of PBS shall be resolved pursuant to Section 10.V of the Agreement.

In the event that PBS is not implemented in accordance with the preceding paragraph, the Company and the Union agree to implement the Hours of Service rules of this Agreement including the penalty pay provision of 11.Q.5 and the rescheduling provisions of 10.J.1 through 10.J.7 no sooner than sixty (60) days prior to and no later than sixty (60) days after the implementation of the new pilot FARs as specified in CFR 117.

In the event the Company elects to implement the Hours of Service and Rescheduling rules after the implementation of pilot FARs, East Flight Attendants will maintain the pairing/line construction rules in effect following ratification (including rules applicable to actual operations and including East contract language and Pilot FARS currently applicable to Flight Attendants) until the Hours of Service and Rescheduling rules are implemented. In no instance shall such changes be implemented sooner than October 1, 2013. The initial East Flight Attendant pairing solution and lines of flying for East Flight Attendants will be provided to the Union and the Union shall have the opportunity to provide the Company with input for the Company's review and consideration. The Company shall give due consideration to changes suggested by the Union's Scheduling Committee.

2. On all Transoceanic International (TI) pairings, Flight Attendants will be co-paired with Pilots with the exception of Hawaii, in accordance with Section 14, International.
3. On Domestic and Non-Transoceanic International (NTI) pairings, Flight Attendants need not be co-paired with Pilots for the duration of this Agreement, including the period of negotiations for a successor Agreement.
4. The Company and the Union recognize and agree that, at the request of either party, the provisions of Paragraph Q.2 and 3, above, will be a subject of bargaining in any negotiations over the terms of a successor Agreement after this Agreement has, by its terms, become amendable. While such bargaining is underway, Paragraph Q.2 and Q.3, above shall continue in effect as part of the status quo. Nothing in this Agreement shall affect the positions

that the parties can advance in negotiations over the terms of a successor Agreement.

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

**R. 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.

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

As an exception to L.5., above, 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 pairing or for the actual value of the pairing as flown, whichever is greater, plus a total of five (5) hours pay and credit for the resulting flagstop(s).