

## **SECTION 37 - GENERAL**

### **A. NO DISCRIMINATION**

In accordance with the established policy of the Company and the APFA, the provisions of this Agreement will apply equally to all employees hereunder, regardless of color, race, religion, creed, sex, age, national origin, disability, or sexual orientation.

### **B. BULLETINS**

Bulletins pertaining to filling of vacancies, notices of the availability of voluntary leaves of absence, and any other pertinent information for exercising seniority will be posted electronically for the Flight Attendant on leaves of absence or vacation. If a Flight Attendant on a leave of absence or vacation is not allowed access to the Company's electronic postings, such information will be mailed to such Flight Attendant, unless she/he will return to work within the period of the posted bulletin. Notices relating to voluntary retirements will be mailed to Flight Attendants on leaves of absence.

### **C. NEW EQUIPMENT AND NEW INTERNATIONAL ROUTES**

1. Should the Company place new equipment into service during the term of this agreement, negotiations for rates of pay, rules and working conditions applicable only to the new equipment may be initiated by the Union or the Company irrespective of Duration, Section 40. Such conferences shall begin within thirty (30) days after requests have been made for such conferences unless otherwise mutually agreed upon by the Union and the Company.
2. If the parties fail to reach a mutual agreement regarding such pay, rules, and working conditions, any unresolved issue(s) will be submitted to a neutral referee for resolution. Such referee shall be selected from a panel of seven (7) referees provided by the National Mediation Board. The referee shall, in consultation with the parties, set a date, time, and place to hear the dispute. Hearings shall be conducted expeditiously and a decision rendered within sixty (60) days from the date a panel is requested, unless mutually agreed otherwise.
3. Should any improvements be agreed upon or resolved by the neutral referee, such improvements shall be made retroactive to the date any Flight Attendant began such new service or new aircraft.

### **D. NEW EQUIPMENT DESIGN**

1. "New Equipment" as provided in Paragraph D, means any equipment placed into service by the Company of an aircraft type or series, which is not in service on the date of signing. For the purposes of this Paragraph, the following equipment types shall not be considered "New Equipment:"

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

The Company will notify the APFA National President or her/his designee prior to a final

resolution of the equipment specifications when firm aircraft delivery commitments are put in place that would introduce New Equipment into service. Upon request, the Union will receive copies of interior design plans for such New Equipment, including revisions of such plans. In accordance with Safety and Security Department, Section 34.E, the Union's input to such plans will be considered during the design process.

E. A Flight Attendant shall not be responsible for assisting in loading or unloading of aircraft.

**F. CABIN CLEANING DUTIES**

1. Flight Attendants may be required to complete cabin cleaning duties, as defined in Paragraph F, at every station following flight segments, with the exception of the following:
  - a. IPD flight segments;
  - b. NIPD flight segments;
  - c. Flight segments immediately preceding the scheduled layover of the aircraft;
  - d. Flight segment scheduled to arrive between 0059 to 0501 local time;
  - e. Flight segments scheduled for 1000 statute miles or greater;
  - f. Any charter, CRAF or MAC segments.
2. Such cabin cleaning duties shall be defined as, and limited to, the following: collecting papers and refuse in the cabin of the aircraft; crossing seatbelts; stowing pillows and blankets in the overhead compartments and/or seats; and collecting and stowing magazines as applicable. A Flight Attendant shall be responsible for the tidying of seat pockets and collecting only to the extent of removing items which are visible and accessible without reaching into the pocket. A Flight Attendant will not be required to perform such cabin cleaning duties after the conclusion of her/his duty day, including the de-brief period. Any unfinished cleaning duties shall be the responsibility of the Company and the oncoming crew shall not be responsible for such cleaning.
3. No Flight Attendant will be required to engage in any individual cabin cleaning duty where doing so violates the scope provision then governing any other non-Flight Attendant who both is employed by the Company and represented by any other union. Flight Attendants, however, will be required to perform all the cabin cleaning duties defined above even in instances where the Company has contracted vendor cleaners on duty.
4. Ground crew personnel will be responsible for loading catering supplies onto the aircraft and for stowing such supplies.
5. Ground crew personnel will be responsible for stocking and replenishing the lavatory while the aircraft is on the ground.
6. Flight Attendants will be provided with sanitary wet naps and plastic gloves of the same quality as provided to Company cleaners for use on the aircraft.
7. Until Flight Attendant operational integration, Legacy American Airlines Flight Attendants and Legacy US Airway Flight Attendants will continue cabin cleaning duties as provided for in each group's previous Agreement.

## G. CABIN JUMPSEATS

1. Cabin jumpseats shall be for the exclusive use of employees on the System Seniority List, Flight Attendants employed by American Airlines wholly owned carriers, Flight Attendant trainees, and Flight Service Management as provided in this Paragraph. The boarding priority for unoccupied cabin jumpseats shall be as follows:
  - a. Mainline American Deadheading Flight Attendant who has been requested and voluntarily agrees to occupy the jumpseat;
  - b. Mainline American Flight Attendant traveling on Company business;
  - c. Mainline American Flight Attendant traveling for personal reasons, in order of \_\_\_\_\_;

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

- d. An American Airlines wholly-owned carrier Flight Attendant;
  - e. Mainline American Flight Attendant new hire trainee;
  - f. Flight Service Management holding Flight Attendant qualification.
2. A Flight Attendant may ride the unassigned and/or unoccupied jumpseat(s) installed on any Company aircraft, including charters, provided the charter agreement between American and the charter company does not prohibit non-working crew members on the flight and the charter departs from a American or Envoy terminal, as follows:
  - a. A Flight Attendant must be attired in accordance with the standard dress code required for First or Business Class non-revenue employee travel. However, a Flight Attendant, at her/his option, may be in uniform. A Flight Attendant should display a Company ID above the waist.
  - b. A Flight Attendant may be required to move to an inconspicuous jumpseat to avoid any service disruption.
3. At close out of the flight, non-revenue passengers will be processed for unoccupied passenger seats. After the completion of this process, all unoccupied cabin jumpseat(s) will be awarded by the boarding priority as specified in Paragraph G.1. Once awarded at close out, all cabin jumpseat awards are final and will not be rescinded or reissued even if the flight is subsequently delayed.
4. A Flight Attendant will not be required to list for the flight prior to arrival in the gate area in order to obtain a jumpseat. However, a Flight Attendant wanting to be considered as a non-revenue passenger must be listed for consideration of a passenger seat. Jumpseat forms will be available at all gates unless the Company implements a jumpseat process which does not require the use of paper forms.
5. A Flight Attendant possessing her/his Company ID will be permitted to obtain the cabin jumpseat.
6. A Flight Attendant who is authorized to occupy a jumpseat is expected to introduce herself/himself to other Flight Attendants.

7. A Flight Attendant will be awarded the jumpseat up until close of the flight.
8. If the Company agrees that Pilots may not be removed/denied boarding for weight restrictions then such provision shall apply to Flight Attendants as well. Any policy for removal/denial for weight restriction reasons shall be non-discriminatory as it relates to pilots and Flight Attendants.
9. A Flight Attendant that is removed or denied from occupying a jumpseat due to a weight restriction who consequently misses her/his sequence, shall have such sequence qualify under the Commuter Policy pursuant to General, Section 37.
10. A Flight Attendant deadheading in accordance with Deadhead, Section 16 shall not be required but may be requested to occupy the unawarded and unoccupied Flight Attendant jumpseat(s) in accordance with Paragraph G.1.a.
11. After the door of the aircraft has closed and before the aircraft moves, a cabin jumpseat rider awarded a jumpseat may occupy any otherwise unoccupied passenger seat in coach or economy class, excluding crew rest seats. A Flight Attendant may occupy an unoccupied passenger seat in other classes of service, i.e., first class or business class under the following conditions:
  - a. On Domestic or International flights with two classes of services, i.e., first class or business class and coach or economy, one (1) otherwise unoccupied first class or business class seat, as applicable, may be occupied by such Flight Attendant provided she/he is in uniform or is attired in accordance with the standard dress code for non-revenue employee travel required for such class of service.
  - b. On Domestic or International flights with three classes of service, i.e., first class, business class and coach or economy, one (1) otherwise unoccupied business class seat may be occupied by such Flight Attendant provided she/he is in uniform or is attired in accordance with the standard dress code for non-revenue employee travel required for such class of service.
  - c. Flight Attendant upgrades to First or Business class will be pursuant to Company policy, but in no case less favorable than the policy afforded to Pilots.
12. A Flight Attendant occupying the cabin jumpseat may not consume an alcoholic beverage.
13. A Flight Attendant occupying the cabin jumpseat must comply with all rules pertaining to a passenger, e.g., signs and placards, no flight deck admittance, etc.

#### **H. RECIPROCAL CABIN SEAT AGREEMENTS**

The Company may participate in reciprocal cabin crewmember travel agreements with carriers that are willing to enter into such agreements. The Company will meet with the APFA National President or designee(s), upon request, to review progress and take suggestions regarding the establishment of such agreements. These agreements will be accordance with Company travel procedures.

#### **I. COMMUTER POLICY**

The rules concerning Flight Attendants who live in a city other than her/his crew base and commute to her/his assigned crew base on American Airlines or its wholly owned carriers will be as follows:

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

Qualifies Under Commuter Policy

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

Example One:

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

Example Two:

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

5. A Reserve who is assigned a future trip and released from Reserve duty pursuant to Reserve Duty, Section 12.J.11, and who is unable to arrive in crew base prior to check-in time shall be eligible for the protections of the Commuter policy provided she/he complies with the provisions of Paragraph I.

**J. CAMERAS IN CABIN**

Should video monitoring devices be required in the cabin during flight, the Company will meet with the APFA in advance to negotiate the formulation of policies regarding the use of such devices. These negotiations will not be held pursuant to Section 6 of the Railway Labor Act.

**K. MECHANICAL FERRY FLIGHTS**

Should a mechanical ferry flight be approved by the Maintenance Control Duty Manager and the Captain for the Flight Attendants to fly, the Flight Attendants will receive pay and credit as if the flight was a revenue flight. An individual Flight Attendant may elect not to take a mechanical ferry flight and, if so, it will be considered an operational mechanical ferry split and the pay will stop where the Flight Attendant gets off the trip. The Flight Attendant is entitled to positive space travel and meal expense back to base, and hotel accommodations, if applicable. If a Flight Attendant is not authorized to go on the ferry flight, the portion not authorized will be paid. In addition, a crew substitution claim may be applicable.

**L. CHANGES IN FLIGHT SERVICE**

The Company shall meet and confer with the APFA National President or her/his designee prior to the final resolution regarding changes to Flight Service procedures which would affect the Flight Attendants, initiation of a new class of service or implementing a seat configuration change. The Company will consider the Union's recommendations prior to making the changes

**M. FIRST LATE CHECK-IN**

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

**N. APFA LOCK-BOX**

The Company will provide at base stations, a suitable lock-box for APFA mail. The size and type shall be dependent upon the location at each base station.

**O. ACCESS TO POLICIES AND PROCEDURES**

A copy of American Airlines Policies and Procedures will be located on Company intranet. Any changes specific to Flight Attendants will be communicated via the Flight Service website.

**P. MEDICAL CLEARANCE**

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

**Q. COMPANY PERSONNEL RECORDS**

1. Maintenance of Documents Regarding Job Performance

Except as provided herein, documents regarding the job performance of a Flight Attendant shall be maintained in a single department file located at the Flight Attendant's base. FAA and Company training data may be alternately maintained in separate files by the Flight Service Training Department.

2. Handling of Documents Containing Positive Comments

Flight Service Management will place documents containing positive comments regarding a Flight Attendant's job performance in her/his department file and provide a copy to the Flight Attendant.

3. Handling of Documents Containing Derogatory Comments

- a. No document containing derogatory comments (including passenger complaints) which might serve, as a basis for disciplinary action will be placed in the Flight Attendant's department file unless a copy is provided to the Flight Attendant within ten (10) calendar days from receipt by Flight Service. Flight Service will date-stamp documents containing derogatory comments with the date they are received by Flight Service.
  - b. In the event a document identifies a passenger, another Flight Attendant, or contains derogatory comments about an employee other than the Flight Attendant, that information will be redacted before the document is provided to the Flight Attendant. The Flight Attendant shall not contact the complainant. If applicable, the class of service where the incident occurred will be provided. If a grievance is filed which involves the redacted document, the redacted information will be provided to the grievant and APFA during the document exchange pursuant to System Board of Adjustment, Section 31.P.
  - c. No documents regarding a passenger complaint shall be placed in the Flight Attendant's file unless:
    - i. The alleged misconduct or disservice was something over which the Flight Attendant had control; and,
    - ii. The Flight Attendant is named or adequately described in the document.
  - d. The Flight Attendant may provide a written response to any document or notation containing derogatory comments. These responses will be placed in the department file by Flight Service Management. If the Company determines that the Flight Attendant's challenge to the document is justified, the document or notation will be removed and destroyed. In no event will an anonymous document be placed in the department file.
4. Removal of Discipline or Derogatory Letters
- a. Upon a Flight Attendant's request, any derogatory letters that did not result in discipline shall be removed from a Flight Attendant's file after twelve (12) active months from the date the derogatory letter was placed in her/his file.
  - b. Disciplinary letters will remain in a Flight Attendant's file up to two (2) years from the date of issuance. Any expired disciplinary letter will be removed upon request. However, a disciplinary letter will not be removed if the Flight Attendant has been issued a disciplinary letter for the same or similar conduct before the expiration of the disciplinary letter. Once a document has been removed or the applicable time period above has elapsed without a recurrence of the same or similar conduct, the document may not serve as a basis for any employment action, including any disciplinary action, taken with respect to the Flight Attendant.
5. Access to Department File
- A Flight Attendant may make an appointment with Flight Service Management to review her/his file, in management's presence, during regular office hours. A Union representative may also make an appointment, with a Flight Attendant's written authorization or verbal authorization to the Company, to review that Flight Attendant's department file, including electronic records used to track job performance or attendance. Documents in the Flight Attendant's department file, including electronic records used to track job performance or attendance, may be duplicated upon request.

## R. IN-FLIGHT REST

When time permits during a flight, provided all scheduled in-flight services are completed, passenger needs are met and all zones monitored, a Flight Attendant will be permitted to take in-flight rest in accordance with the following provisions:

### 1. Guidelines for Use of Passenger Seat(s) During In-Flight Rest.

Although in-flight rest periods will vary depending on the schedule flying time, a Flight Attendant will be permitted to take in-flight rest in a Flight Attendant or cockpit jumpseat, or if available, a passenger seat, aisle side, in the last row of Coach class provided that there are no passengers seated in the row.

- a. The Company and the APFA agree to the following parameters on the use of a passenger seat(s) for in-flight rest when in-flight rest is available and appropriate. While taking in-flight rest in a passenger seat, a Flight Attendant should reflect a professional and appropriate image to the passengers. This includes, for example:
  - i. Occupying only one seats;
  - ii. Remaining awake;
  - iii. Refraining from enclosing seat(s) with blankets or similar items; and,
  - iv. Using discretion while engaging in personal activities in order to remain accessible to the passengers and available to perform Flight Attendant duties.
- b. Flight Attendant rest will be coordinated by the Purser or the Lead Flight Attendant to ensure all cabins remain monitored.
- c. If a Passenger is either assigned or requests to move to a designated crew rest seat, prior to takeoff, the passenger's request will be accommodated. If after takeoff, on flights of five (5) hours or more, a passenger who requests to move to a designated crew rest seat will be accommodated at the discretion of the Purser or Lead Flight Attendant.
- d. It is understood that agents may not be requested to provide crew rest seats when these seats are otherwise available or needed for passengers.

### 2. Flights of Less Than Five (5) Hours Scheduled Flying Time

#### a. Crew Rest Time

The in-flight rest period shall not exceed fifteen (15) minutes and one Flight Attendant at a time will be permitted to take in-flight rest.

#### b. Facilities

A Flight Attendant will be permitted to take rest in a Flight Attendant or cockpit jumpseat or passenger seat, if available.

#### c. Activities

Flight Attendants may eat, drink or read during the designated in-flight rest period.