

## **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 their 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 their sequence combination unless the duty limitation exceeds thirty-five (35) block hours.
3. A Flight Attendant at their option may waive the limitations in Paragraphs B.1 and B.3. Once waived, a Flight Attendant will complete their 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/TTS/UBL time will not count toward the thirty-five (35) hours in seven (7) days limitation for a Reserve Flight Attendant. Any time picked up through ETB will not count towards thirty (30) hours in seven (7) days for Lineholders.

### **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 the Flight Attendant's 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 the Flight Attendant's 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 any reason, applicable on duty time will be as provided as described in Paragraph D.1.
3. Call Out
- a. A Flight Attendant who reports to the airport for a specific flight assignment but who does not fly shall, if applicable, be eligible for Holding Time/Ground Time, as provided in Compensation, Section 3.D, and shall receive the greater of:
    - i. Trip Sequence Origination
      - (a) flight time pay for On-Duty Time as provided in Paragraph D.5, from the time the Flight Attendants reports for the specific flight assignment continuing until the Flight Attendant is released to begin their 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 the Flight Attendant reports for the specific flight assignment continuing until the Flight Attendant is released to begin their 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 their 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 the Flight Attendant's 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. Sit Rig (1 for 2) for Sit Times Over Two (2) Hours and Thirty (30) Minutes

Duty periods with actual sit times greater than two (2) hours and thirty (30) minutes shall receive one (1) minute of pay for every two (2) minutes of sit time in excess of two (2) hours and thirty (30) minutes. This provision applies to each actual sit-time during a sequence above the first two (2) hours and thirty (30) minutes. The time is not credited and will be paid in addition to any other pay earned for the sequence. This provision shall not apply to ODAN's as provided for in Paragraph L. below.

7. 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 fifteen (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 twenty-five (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.

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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

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**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

NOTE: The above chart is limited to eight (8) hours and fifty-nine (59) minutes block. However, a duty period may exceed in both duty and block time provided the sequence is limited to one (1) duty period and to no more than two (2) live segments. The scheduled on-duty maximum for such sequence shall be fourteen (14) hours and fifteen (15) hours in actual operations.

A Flight Attendant scheduled for a duty period with greater than eight (8) hours and fifty-nine (59) minutes block shall receive a minimum of eleven (11) hours of 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.

**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.

Domestic sequences constructed after TTS is processed will comply with the on-duty limitations defined in the above chart.

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

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 Paragraph F. The applicable duty period maximum for the assigned sequence will be based on the Reserve's Standby report time in Column 1 of the Domestic Duty Chart in Paragraph F. 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 scheduled maximum duty time specified in Column 2 (Rescheduled/On-Duty Max) of the Domestic Duty Chart in Paragraph F. In actual operations, a Standby Reserve will be subject to the operational on-duty max in Column 3 of the Domestic Duty Limitations chart in Paragraph F.

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 the standby commencing at 0500 per the Domestic Duty Chart in Paragraph F is 13:15 hours (report between 0500-1659).

**H. MINIMUM DAYS OFF**

1. 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.

2. As an exception to the eleven (11) calendar days, a Lineholder with vacation of seven (7) or more days or available for less than a full contractual month will have the eleven (11) days prorated in accordance with the chart below:

30 Day Month		31 Day Month	
Available Days	Prorated Days Off	Available Days	Prorated Days Off
29-30	11	30-31	11
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

**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 the Flight Attendant's home crew base, which in actual operations, at their option, may be reduced to ten (10) hours, subject to the applicable FARs.

**J. DOMESTIC MINIMUM LAYOVER REST**

1. A Flight Attendant shall be scheduled for no less than ten (10) hours of rest (calculated from release from duty to report for duty) while on a layover which, may not be reduced. In actual operations, eight (8) hours "behind the door" minimum rest is required. If the minimum rest of 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 Crew Scheduling directly to reschedule the crew.
2. When a Flight Attendant does not receive their minimum overnight rest period (ten (10) hours), the Flight Attendant shall be considered on duty with all Duty Rigs and premiums applicable to continue on the sequence. A Flight Attendant who feels they 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 their 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 the Flight Attendant's sick time totals.

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

1. If a duty period is scheduled to touch 0100 through 0101 Home Base Time such sequence is classified as a Red-Eye sequence.
2. A Red-Eye duty period shall have no more than two (2) scheduled flight segments and no more than one (1) scheduled aircraft connection. Such connection limitation is not applicable in actual operations.

3. Sequences may be constructed with more than one (1) duty period beginning within the same day.
4. Sequences shall be constructed so that if a Flight Attendant operates or deadheads on a flight segment that touches 0300 HBT, the Flight Attendant shall be released for legal rest at the termination of such flight segment. This paragraph shall not restrict a Flight Attendant from one (1) additional landing or a deadhead to crew base on account of an operational diversion provided that the Flight Attendant does not exceed the maximum duty time as provided in Paragraph F.
5. All Domestic sequences shall be constructed so as not to exceed four (4) duty periods with duty over four (4) days and shall begin and end in a Flight Attendant's crew base, co-terminal or satellite unless otherwise provided for in this Agreement.
6. The number of sequences which contain Domestic or NIPD flying and consist of four (4) days duration shall be limited to a maximum of thirty percent (30%) of the total number of sequences which contain Domestic or NIPD flying within a crew base. Exceptions to this thirty percent (30%) limitation are four (4) day sequences which contain IPD segments.

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

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

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

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

**M. DOMESTIC ON-BOARD REQUIREMENTS**

1. On Domestic departure on a narrowbody aircraft of less than one hundred and sixty-one (161) 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.

- a. The Company may increase the above time to a maximum of thirty-five (35) minutes provided the Company provides sixty (60) days' notice to APFA and Flight Attendants.
  - b. Once increased, the Company may subsequently decrease the on-board requirement to a minimum of thirty (30) minutes. The Company must provide sixty (60) days' notice to APFA and Flight Attendants.
2. On a Domestic departure on an aircraft of one hundred and sixty-one (161) 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.
  - a. The Company may increase the above time to a maximum of forty (40) minutes provided the Company provides sixty (60) days' notice to APFA and Flight Attendants.
  - b. Once increased, the Company may subsequently decrease the on-board requirement to a minimum of thirty-five (35) minutes. The Company must provide sixty (60) days' notice to APFA and Flight Attendants.
3. On a Domestic departure on a widebody aircraft, a Flight Attendant will be required to be on board the aircraft ready to receive passengers thirty-five (35) minutes prior to scheduled departure.
  - a. The Company may increase the above time to a maximum of forty-five (45) minutes provided the Company provides sixty (60) days' notice to APFA and Flight Attendants.
  - b. Once increased, the Company may subsequently decrease the on-board requirement to a minimum of thirty-five (35) minutes. The Company must provide sixty (60) days' notice to APFA and Flight Attendants.
4. The Company will publish and maintain any changes to on-board requirements as specified above in a location readily accessible to flight attendants, such as the monthly bid sheet.

**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 Scheduling may electronically offer, and a Flight Attendant who voluntarily agrees electronically to work past the maximum duty limitations may be required to work up to a maximum of four (4) hours and shall receive pay as described below. The Company will electronically offer VE to each crewmember and each crewmember will



respond with accept or reject. The Lead/Number 1 Flight Attendant will be the contact to follow up on the responses regarding the offer to extend. Any crewmember(s) who wish to extend may call Crew Scheduling to request initiation of the process if the maximum duty limitation is expected to be exceeded. Once the Flight Attendant has agreed to extend up to four (4) hours, such agreement may not be rescinded.

- a. A Flight Attendant who voluntarily agrees to remain on duty shall receive pay for the duty period at a rate of two hundred percent (200%) and credit at one hundred percent (100%) for remaining on duty up to three (3) hours. If the Flight Attendant remains on duty in excess of three (3) hours up to a maximum of four (4) hours, the Flight Attendant shall receive pay for the duty period at the rate of three hundred percent (300%) and credit at one hundred percent (100%), instead of two hundred percent (200%) and credit at one hundred percent (100%). The flight can operate with FAR required minimum crew if some of the crew choose not to fly.
  - b. Once the Flight Attendant has agreed to the four (4) hour extension, the Flight Attendant will receive the pay as specified in Paragraph 2.a, even if the duty limitations are not exceeded.
2. If a Flight Attendant on a double up sequence is offered and agrees to exceed the maximum flight duty limitations as specified in Paragraph 11.F., the calculation for additional pay shall start at the report time of the first sequence and end fifteen (15) minutes after the actual block in time of the second sequence within the double up.
  3. In such circumstances, the rest provisions contained in Paragraphs I and J, will apply at the end of the extended duty period.
  4. 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.
  5. An electronic method will be provided for processing the voluntary extension of the duty period contained in Paragraph O.1.

**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).