

**Agreement Between
Miami Air
and the
Flight Attendants
in its service**

**as represented by the
Association of
Flight Attendants-CWA**



AFL-CIO

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**SECTION 1
RECOGNITION AND SCOPE**

A. Recognition

Pursuant to the certification by the National Mediation Certification (R6803) dated April 9, 2001, the Company hereby recognizes the Association of Flight Attendants-CWA, AFL-CIO as the duly designated and authorized representatives of the Flight Attendants in the employ of the Company for the purposes of the Railway Labor Act, as amended.

B. Scope

1. a. During the term of this Agreement, all Flight Attendant work performed during flight in the aircraft cabin for passengers on board flights operated by Miami Air or in aircraft that are owned or leased by Miami Air that are flown by Miami Air pilots and operated under the Miami Air certificate, shall be performed by Flight Attendants holding positions on the Miami Air Flight Attendant System Seniority List in accordance with the conditions of this Agreement.

b. Notwithstanding paragraph B.1.a., a damp lease (a wet lease with pilots) is allowed as long as no Flight Attendant is furloughed in conjunction with the wet lease. The Company may not damp lease more than one aircraft and the damp lease may not exceed six consecutive months per calendar year.

2. No Flight Attendant shall be furloughed as a result of the aircraft exchange agreement between Miami Air and another airline.

3. The Company shall not establish an alter ego airline, nor shall they purchase an airline to operate it as an alter ego.

C. Successorship

The provisions of this Agreement shall be binding upon any successor of Miami Air unless or until changed in accordance with the provisions of the Railway Labor Act.

D. Foreign Bases

In the event the Company seeks to establish a foreign base, the Company and the Union will meet promptly to discuss and agree to any necessary changes to the current Agreement prior to the opening of the foreign domicile.

E. This Agreement shall supercede all existing or previously executed Agreements by and between the Company and the Union or any other labor organization or individual with respect to the rates of pay, rules or working conditions specifically covered by this provisions of this Agreement in accordance with the provisions of the Railway Labor Act, as amended. All subsequent agreements between the parties shall be reduced to writing and signed by their authorized representatives and become part of this Agreement.

F. Expedited Arbitration

The Company agrees that any grievance filed by the Union alleging a violation of this Section 1 of the Agreement shall bypass the initial steps of the grievance process and shall be submitted directly to final and binding arbitration provided for in this Agreement. Such grievance shall be heard and resolved on an expedited basis.

**SECTION 2
DEFINITIONS**

- A. **Bid Period** means a calendar month with the following exceptions, the January bid period will be from January 1 through January 30; the February bid period will be from January 31 through March 1; and the March bid period will be from March 2 through March 31. All overtime is incurred during the bid period.
- B. **Bidline** means a line published for bid by Flight Attendants.
- C. **Block to Block** means that period of time beginning when an aircraft moves from the ramp blocks, for the intention of flight and ending when the aircraft next comes to rest at the ramp blocks, at any station or other point of termination, as recorded in the aircraft logbook.
- D. **Calendar day** means a 0001 to 2400 local time.
- E. **Catering/Decatering** means when a Flight Attendant is required by the Company to insert at least the majority of the meals into the carriers/ovens prior to a flight, or remove the majority of the meals for the purposes of decatering due to the caterer service not providing or performing this function. It also means when a Flight Attendant is required to perform duties outside the aircraft cabin in moving food and beverages or removing food and beverages outside the aircraft. Cutting lemons, catering crew meals, making sandwiches and assisting the caterers is not considered catering the aircraft. Catering and Decatering shall be paid pursuant to Section 3. Compensation. The Purser will complete the Catering/Decatering Form to ensure the Flight Attendants are correctly compensated. The lack of a signature of the captain will not delay or prohibit Catering/Decatering Pay.
- F. **Check-in** means the time a Flight Attendant goes on duty.
- G. **Check out** means the time a Flight Attendants goes off duty and begins a rest period.
- H. **Company** means Miami Air International, Inc.

- I. **Credit Time** means all time in which a Flight Attendant is credited for pay or scheduling purposes.
- J. **Day Off** means a calendar day free from all duty with the Company.
- K. **Deadhead** means travel required by the Company for position. A Deadhead may occur on a Company flight, a corporate charter, a commercial flight or by surface/ground transportation. Any transportation to/from the local airport to/from the lodging facility shall not be considered deadhead. A Flight Attendant on a ferry flight who is assigned any duties shall not be considered to be deadheading and shall receive credit for the block of the flight.
- L. **Domicile** means an airport designated by the Company from which Flight Attendants are based.
- M.. **Downline** means any location that is not a domicile.
- N. **Ferry Flight** means a flight from one airport to another airport with no passengers on board. A Flight Attendant onboard a ferry flight as a primary crewmember shall be considered to be working the flight.
- O. **Flight Attendant** means a person who holds a position on the Miami Air Flight Attendant System Seniority List who is responsible for passenger safety, comfort and inflight service on board the aircraft.
- P. **Flight or Leg** means a single operation of flight from block out at the departure station to block in at the arrival station.
- Q. **G Day** means a guaranteed day off free from all duty with the Company.
- R. **G Day Pay** means day off pay.
- S. **O Day** means a day that is optional to the Company, pursuant to Section 7. Scheduling.
- T. **Overtime** means all time credited to a Flight Attendant over the minimum monthly guarantee paid at her/his hourly rate and Purser rate, if applicable.

- U. Pairing or Trip** means a sequence of flights and rest periods, that may include deadhead and ferry flights.
- V. Primary Crew Member** means Flight Attendants who are working the flight, with or without passengers.
- W. Purser** means a Flight Attendant who has completed the Company's Purser Training and who appears on the Purser Seniority List. For the purpose of the Agreement, "Flight Attendant" shall also mean "Purser" unless otherwise noted.
- X. Purser Qualified** means a Flight Attendant who has completed her/his first recurrent training but who is not on the Purser Seniority List.
- Y. Rest Period** means the time designated by the Company as free from all duty and starts at check out from duty.
- Z. Scheduled** means an item appearing in a Flight Attendant's schedule. For the purposes of this Agreement a trip that has been rescheduled, reflowed, rerouted, or otherwise altered shall be considered to have been scheduled.
- AA. Segment** means flight leg.
- BB. Standby** means a period of time where a Flight Attendant is available to be assigned to a trip(s) pursuant to Section 8 Standby Duty.
- CC. Transition Period** means the first three days of the bid period or until the publication of the first monthly schedule, whichever is earlier.
- DD. Trip** means a sequence of flights (including deadhead and ferry) that begin and end in the Flight Attendant's domicile.
- EE. Union** means the Association of Flight Attendants-CWA, AFL-CIO
- FF. Monthly Itinerary** means a printed report showing the assignments for each day, including check in time, check out time, flight numbers, flight time, destinations, layover city, commercial flight marker, Standby day(s), O days, G days, and accumulated block and credit information. The

monthly itinerary is updated during the month and available to Flight Attendants in their v-files.

- GG. Trip Itinerary** means a Flight Attendant's schedule for a specific trip, including check in time, check out time, flight numbers, flight time, destinations, hotel information if known prior to departure of the first leg, commercial flight information, if known, block and credit information.
- HH. Cleaning** for the purpose of cleaning pay means a complete and thorough clean and includes vacuuming, crossing seatbelts, cleaning out seat back pockets, taking out the trash from the galley and lavatories.

**SECTION 3
COMPENSATION**

A. Hourly Rates

A Flight Attendant will receive the following pay for each credit hour, based on her/his longevity as a Flight Attendant with the Company.

Longevity	Date of Ratification	DOR + 1	DOR + 2	DOR +3
0 - 1 st yr.	\$17.98	\$18.16	\$18.34	\$18.52
1 st - 2 nd yr.	\$20.31	\$20.51	\$20.72	\$20.93
2 nd - 3 rd yr.	\$21.76	\$21.97	\$22.19	\$22.42
3 rd - 4 th yr.	\$23.56	\$23.80	\$24.04	\$24.28
4 th - 5 th yr.	\$25.39	\$25.64	\$25.90	\$26.16
5 th - 6 th yr.	\$26.82	\$27.35	\$27.90	\$28.46
6 th - 7 th yr.	\$27.50	\$28.05	\$28.61	\$29.18
7 th - 8 th yr.	\$27.91	\$28.47	\$29.04	\$29.62
8 th - 9 th yr.	\$28.31	\$28.87	\$29.45	\$30.04
9 th - 10 th yr.	\$28.90	\$29.47	\$30.06	\$30.66
10 th - 11 th yr.	\$29.75	\$30.35	\$30.96	\$31.58
11 th - 12 th yr.	\$30.34	\$30.94	\$31.56	\$32.19
12 th - 13 th yr.	\$31.24	\$31.86	\$32.50	\$33.15
13 th - 14 th yr.	\$32.17	\$32.81	\$33.47	\$34.14
14 th - 15 th yr.	\$33.14	\$33.80	\$34.47	\$35.16

B. Guarantees

- Flight Attendants will receive the greater of actual block hours flown or the scheduled block to block for each working flight leg at the Flight Attendants hourly rate.
- Flight Attendants shall have a sixty-five (65) hour monthly guarantee, except for lines built with trips that exceed seven (7) days which will have a seventy (70) hour guarantee.

- At the end of the month, a Flight Attendant will be paid the greater amount of the following:
 - 65 hours
 - One (1) hour of flight credit for every five (5) hours of a trip, check in to check out.
 - Flight hour, Standby credits and other pay credits.

C. Purser Override. A Purser shall receive an override of six dollars and seventy-five cents (\$6.75) per hour for each hour in which she/he is credited during the month. A PQ Flight Attendant performing the role of a Purser shall be paid six dollars and seventy-five cents (\$6.75) per hour for the portion of the trip flown and/or credited as a Purser.

D. TSA Pay. A Flight Attendant required to perform TSA duties, e.g. wandng or searching passenger bags, shall be paid three hours (3:00) above guarantee, in addition to all other pay and credit for the trip for each leg in which she/he performs this duty. A minimum of two (2) Flight Attendants shall perform this duty at a time, although the Company may decide more Flight Attendants are necessary. The Flight Attendants shall decide who will perform the TSA duties using seniority.

E. Pay Credits

- If a Flight Attendant is called out for an assignment, reports for work, and the trip subsequently cancels, she/he will be credited with four (4) hours of flight pay at the applicable rate. This credit is canceled if the Flight Attendant is assigned another trip, which successfully departs during that same duty day.
- Flight Attendants will receive a minimum credit of 3:25 hours for every Standby day. A Flight Attendant on Standby for a portion of a Standby day shall receive a prorated guarantee.
- Those sequences transitioning over the end of the pay month and the beginning of the next pay month will be calculated at the end of that pay month.

4. A Flight Attendant assigned to a trip while on Standby shall be guaranteed the greater of 3:25 per Standby day (prorated) or the pay and credit for the trip.

F. Language Pay. Current Language Qualified Flight Attendants, listed in Appendix A, shall be guaranteed a minimum of fifty dollars (\$50) of Language Pay per month. New Language Qualified Flight Attendants shall be paid in accordance with Section 24. Special Programs

G. Extended Duty Day Pay A Flight Attendant who actually exceeds sixteen (16) duty hours shall receive twenty-five dollars (\$25) in addition to all other pay for the trip. A Flight Attendant who actually exceeds seventeen (17) duty hours shall be paid fifty dollars (\$50) in addition to all other pay for the trip. A Flight Attendant who actually exceeds eighteen (18) duty hours shall be paid seventy-five dollars (\$75) in addition to all other pay for the trip. A Flight Attendant who actually exceeds nineteen (19) duty hours shall be paid one hundred seventy five dollars (\$175) in addition to all other pay for the trip. A Flight Attendant who actually exceeds twenty (20) duty hours shall be paid three hundred dollars (\$300) in addition to all other pay for the trip.

H. Day Off Pay A Purser who works on a G day shall be paid two hundred (200) dollars. A Flight Attendant who works on a G day shall be paid one hundred and fifty (150) dollars. This is in addition to all other pay.

I. Catering/Decatering Pay. A Flight Attendant required by the Company to cater or decater the aircraft shall receive one (1) hour above guarantee for each instance of Catering or Decatering.

J. Training Pay A Flight Attendant will receive three hours and fifteen minutes (3:15) of credit for each day of training.

K. Turn Pay. A Flight Attendant on a trip that does not contain an overnight (a "turn") shall receive Turn Pay of twenty dollars (\$20) in addition to all other compensation for the trip.

L. Cleaning Pay Cleaning pay shall be three hundred (300) dollars for each flight in which the Flight Attendants engage in cleaning pursuant to Section 24. Special Programs. This stipend shall be divided among the

Flight Attendants who participate in cleaning the aircraft. A volunteer cleaning list will be created and individuals on the volunteer list will be required to clean when requested.

M. General

1. A pay shortage of fifty dollars (\$50) or more will be rectified by the Company within five (5) business days or less.

2. The Company shall not make any unauthorized deductions from a Flight Attendant's paycheck, except for those required by law, agreed upon within the terms of this Agreement or with the individual Flight Attendant.

3. Flight Attendant's compensation shall be issued on the fifteen (15th) day of the month and the last day of the month. The compensation due on the fifteen (15th) of the month shall contain all overtime, per diem and any other compensation due which exceeds guarantee from the previous calendar month. If any dates fall on the weekend, Saturday payday becomes Friday and Sunday payday becomes Monday.

4. Any Flight Attendant who accumulates more than sixty-five hours of flight and credit in any given pay month will be compensated for such time at her/his applicable rate of pay.

N. Annual Incentive and Reward Plan

1. Should the Company provide a bonus under the Annual Incentive and Reward Plan (the Company Plan), the Flight Attendants will participate in the plan with a potential bonus as follows:

a. Flight Attendants shall receive a target bonus level of 7.5% of their base salary for the previous year, and

b. Pursers shall receive a target bonus level of 10% of their base salary for the previous year.

2. All Flight Attendants with at least ninety (90) days of service in the plan year shall participate in the bonus.
3. A Flight Attendant will participate in the bonus program in their status as of the last day of the plan year.
4. Should any other Company employee or employee group, excluding executives, be offered a profit sharing, bonus program or stock option plan, in addition to the above incentive plan, the Flight Attendants shall be eligible for the same plan.

SECTION 4 GRIEVANCES

A. Eligibility For Grievance Filing

1. A grievance may be filed by any Flight Attendant or group of Flight Attendants concerning any action of the Company affecting him or them.
2. Filing of the grievance for other than a discipline or discharge should occur only after the Flight Attendant has exhausted all normal avenues of communication with their immediate supervisor.
3. Nothing in this agreement will extend the right of investigation and hearing for discipline or discharge to a Flight Attendant during the probationary period. A Flight Attendant who has completed her/his probationary period will not be discharged or disciplined without just cause.

B. Time Limits

1. A Flight Attendant who has a grievance will be granted a hearing provided she/he files a grievance with a request for hearing with the Chief Flight Attendant, or her/his designee, with a copy to the Union as follows:
 - c. In cases involving discipline or discharge, grievances must be filed within fourteen (14) days of the date upon which the Flight Attendant receives written notice of the discipline.
 - d. In cases other than discipline or discharge, grievances must be filed within thirty (30) days of the time the Flight Attendant(s) became aware or should have become aware of the event giving rise to the grievance.

C. Hearings and Appeals

1. A first step hearing will be held in the Flight Attendant's domicile, or other mutually agreeable location, within fourteen (14) days of the date written request is received by the Chief Flight Attendant or her/his designee. The aggrieved Flight Attendant(s) will be given at least seventy-two (72) hours notice of the time and date for such hearing.
2. Within seven (7) days following completion of the first step hearing, the Company will issue its decision. The decision of the Company may be appealed by the Union to the System Board of Adjustment by filing a written notice of appeal to the Vice President, Human Resources within fourteen (14) days after receipt by the Union of the Company's decision.

D. Notices and Decisions

1. All notices of disciplinary action or discharge will be in writing and sent certified mail, return receipt requested, or by some other method which insures receipt was made to the Flight Attendant and the Grievance Chairperson.
2. The grievance must be filed in writing with the Chief Flight Attendant, or her/his designee. Failure to file a grievance in writing within the time limits specified constitutes a waiver of the grievance
3. Copies of all notices and decisions will be provided to the MEC President and Grievance Committee Chairperson.
4. Grievances may be filed in person or sent certified mail, return receipt requested.

E. Representation

1. A Flight Attendant is entitled to have a Union representative accompany her/him any time her/his presence is requested or required at any step of an investigation or grievance procedure.

2. The Company will provide at least seventy-two (72) hours notice in order for the Flight Attendant to obtain representation. This minimum may be reduced by mutual agreement between the Company and the Union.
3. If a Flight Attendant waives the seventy-two (72) hour notification clause in the course of a Company investigation, no disciplinary decisions will be made or action taken upon said Flight Attendant until such time as she/he has been afforded an opportunity for representation in a meeting with the Company.
4. No notification is required in the following instances:
 - a. for drug or alcohol testing; or
 - b. theft; or
 - c. serious misconduct, which in good faith requires an immediate investigation.
5. The Company may not withhold pay from a Flight Attendant, pending an investigation, except for alleged violations of the Company's drug or alcohol policy, or when the Flight Attendant is refusing to comply with a Company order to appear for a hearing, or surrender Company property.

F. Settlement Process

1. Quarterly meetings between a designated representative(s) of the Company, and a designated representative(s) of the Union will be scheduled to review cases, which are pending appeal to the System Board of Adjustment. The purpose of these meetings will be to attempt resolution of pending cases prior to scheduling a System Board hearing. Either the Company or the Union, at their discretion, may request and secure the presence of a representative of the National Mediation Board at these meetings.

2. Nothing in the above paragraph will prevent the Company and Union representatives from intervening at any step of the grievance procedure in an effort to seek a solution.

G. General Provisions

1. If any decision made by the Company is not appealed by the Flight Attendant within the time limits set forth herein, the decision of the Company will become final and binding.
2. If the Company fails to provide a written decision or hold a required hearing within the time limits specified, the Flight Attendant and the Union may consider the grievance denied and it will be automatically appealed to the next step without any further action by the Union.
3. Time limits in this Section may be changed by mutual agreement.
4. "Days" used herein shall mean calendar days.

**SECTION 5
SYSTEM BOARD OF ADJUSTMENT**

A. General

In compliance with Section 204, Title II, of the Railway Labor Act, as amended, a System Board of Adjustment is established for the purpose of adjusting disputes or grievances arising under the terms of this Agreement. Such Board will be known as the Flight Attendant's System Board of Adjustment.

B. Board Composition

The Board will be comprised of three (3) members, one employee selected by the Union, one employee selected by the Company and one neutral member. The three (3) member Board will hear all disputes presented to it, with the following exceptions:

1. The parties may agree, in writing, prior to convening of the above referenced Board to convene a two (2) member Board consisting solely of the Union Member and the Company member.
2. If the parties mutually agree, the neutral may sit and decide any dispute without the assistance of the Company and Union appointed Board members.

C. Board Appointments

Each party will advise the other, in writing, of the name of its representative and such designation will continue in effect until successors are appointed. Either party will have the right to change its representative periodically, provided that written notification of such representative for any particular dispute must be made prior to the start of the scheduled hearing.

D. Selection of a Neutral

1. Upon ratification of this Agreement, the Company and Union shall request a list of 75 neutrals from the National Mediation

Board. Within sixty (60) days from receiving the list, the Union and the Company shall strike names from the list until it reaches twenty-five (25) in number. Those twenty-five (25) neutrals shall be considered the panel for the duration of the Agreement.

2. Whenever a three (3) member Board will be required, the parties will choose the neutral by alternately striking the names from the panel list until one (1) name remains. That person will be designated the neutral member.
3. The party to strike first will be alternated each time a neutral is selected to sit with the System Board.
4. The neutral member of the Board will preside at the hearings of the Board and will be designated as Chairperson. The Board will convene at the earliest opportunity after appointment of the neutral member.

E. Jurisdiction

1. The Board will have jurisdiction over grievances filed pursuant to the terms of this Agreement. The Board will not have any power to alter or amend the provisions of this agreement.
2. The Board will consider any grievance properly submitted to it by the Union or the Company when such grievance has not been previously settled in accordance with the terms provided for in this agreement.
3. The Board, as comprised with the neutral member sitting as the Chairman of the Board, will meet with the purpose of hearing and deciding the case to be determined. The Board will render its decision in writing as promptly as possible. A majority vote of two (2) Board members, or the neutral when she/he sits alone, will be sufficient to make a decision which will be final and binding and conclusive on the Company and the Union.

F. Board Expenses

1. The expenses and reasonable compensation of the neutral member will be borne equally by the parties.
2. Each of the parties will assume the compensation, travel expense and other expenses of the Board members selected by it and the witnesses called by it. Insofar as space is available and to the extent possible and permitted by law, grievants, witnesses and representatives who are employees of the Company will receive transportation on Company aircraft traveling to and from the location of the hearing.
3. The Company and Union members of the Board, acting jointly, will have the authority to incur other expenses which in their judgement may be deemed necessary for proper conduct of the Board's business, including, but not limited to, stenographic services used to transcribe the hearing. Such expenses will be borne equally by both parties.

G. Submissions

All submissions of disputes referred to the board will be addressed to the Board with one (1) copy each to the Company and the Union and one (1) copy for each Board member, including the neutral third member, if appointed. Each such submission will show the following:

1. Question or questions at issue.
2. Statement of facts.
3. Position of the Union.
4. Position of the Company.

H. Representation

1. The Company and Union may be represented by such person or persons as they may choose and designate. Evidence may be

presented either orally or in writing, or both. All witnesses testifying orally or by deposition will do so under oath.

2. The Board may, by majority vote, or at the request of either the Union Representative or the Company Representative thereon, summon any witnesses employed by the Company who may be deemed necessary to the dispute, provided such summons does not unnecessarily interfere with the operations of the Company.
3. No later than fifteen (15) days prior to the date a case is scheduled for hearing by the System Board, the representatives designated by the parties will exchange all documents they intend to enter as exhibits in support of their respective positions, and a written list of those witnesses whom they deem necessary for the hearing. Representatives of either party will not be restricted from entering documents or summoning witnesses who become known subsequent to the fifteen (15) day exchange, provided timely notice is given to the opposing party.
4. The number of witnesses summoned at any one time will not be greater than the number which can be spared from the operation without interference with the service of the Company.
5. Written briefs will not normally be required following the hearing unless one of the parties requests otherwise.

I. Freedom To Discharge Duty

1. Each and every Board member will be free to discharge her/his duty in an independent manner without fear that her/his individual relations with the Company, the Union or fellow employees may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board member.
2. Each and every witness summoned by the Board or called by either party will be free from retaliation or adverse action by either the Union or the Company because of her/his giving testimony in good faith unless the witness admits to gross misconduct.

SECTION 6 HOURS OF SERVICE

A. Duty Limitations

1. The duty period shall be the time between check in/report to check out/release. Time spent deadheading (on or off the Company) and ferry time is duty time for all purposes and is not considered part of a rest period or a day(s) off.
2.
 - a. Duty periods will not be scheduled for more than sixteen (16) hours, unless otherwise provided herein. Such duty time may only exceed this limitation due to weather, mechanical delays or other circumstances beyond the control of the Company. However, no Flight Attendant shall be required to remain on duty for more than nineteen (19) hours.
 - b. A Flight Attendant will not be required to remain on duty if her/his next flight would, if flown, cause her/him to exceed the duty limitations set forth in this Agreement. Nothing herein shall prevent a Flight Attendant from notifying Crew Scheduling that she/he will be removing her/himself from duty due to these limitations.
 - c. Nothing herein shall prevent a Flight Attendant from waiving the duty maximums contained in 2.a. and 2.b. above, at her/his sole discretion.
3. A duty period consisting solely of a deadhead may be scheduled in excess of sixteen (16) hours to a maximum of twenty-two (22) hours. A duty period that ends with a deadhead may be scheduled to a maximum of twenty (20) hours
4. A Flight Attendant, on an individual basis, whose next duty day consists of a deadhead to domicile may, by mutual agreement with the Company, waive the duty time limitation of this section and be deadheaded home at the end of the duty period instead of being released into a rest period. The Company shall not be

responsible for any additional expenses related to this request.

B. Days Off

1. A Flight Attendant shall be guaranteed a minimum of twelve (12) calendar days off in domicile. Ten (10) of those days shall be designated as "G" days and two (2) will be designated as "O" days.
2. A Flight Attendant shall not be required to perform any Company related duties on her/his G days.
3. An "O" day is an "optional" day off that may be moved by the Company. A Flight Attendant who is assigned a trip on an "O" day will have her/his day off moved or be paid "O" day pay for the trip, at the Company's discretion. "O" day pay shall be equivalent to "G" day pay. Should the Flight Attendant's day off be moved, the new day off must take place during the same bid period. Such new day off shall be considered to be a "G" day. If such Flight Attendant is not scheduled for any more days of work during the month, she/he will receive G day pay for the day.
4. A Flight Attendant shall be guaranteed a minimum of one (1) twenty-four (24) hour period, free from all duty and requirements of the Company in every seven (7) days, except that she/he may be required to deadhead to domicile on that twenty-four hour period free from duty and requirements of the Company shall begin at check-out. The Company must notify a Flight Attendant that she/he is about to begin her/his twenty-four (24) hour off period, prior to the beginning of such period.
5. A Flight Attendant may agree to take a G day(s) out of domicile. Such Flight Attendant will receive pay and credit, per diem and lodging as if she/he were still on the trip and shall be free from all duty on those days. A Flight Attendant will not be entitled to G day pay for those days.

C. Rest

1. The Company may not request or require any Flight Attendant to perform any duty during a rest period ,except as provided for in E.1. below.
2. Upon completion of a trip, a Flight Attendant shall be released into rest pursuant to this section.
3.
 - a. Rest shall be scheduled for no less than nine hours (9) check out to check in.
 - b. Scheduled rest may be reduced because of unanticipated delays and not by a rescheduling or reflowing of the aircraft or trip. The minimum actual rest shall be no less than eight (8) hours from arrival at the hotel to departure from the hotel. A Flight Attendant may contact the Company directly to discuss a rest issue if she/he disagrees with the decision of the senior ranking crew member. If the issues involves more than one Flight Attendant, only one Flight Attendant will contact the Company.
 - c. The voluntary cleaning of the aircraft at the end of a duty period may not reduce scheduled rest.
 - d. Rest at domicile shall be no less than nine and one-half hours (9.5) check out to check in.
4. In the event a Flight Attendant is scheduled for two (2) consecutive duty periods exceeding fourteen (14) duty hours each, the intervening layover must be scheduled for a minimum of twelve (12) hours, check out to check in, reducible under the provisions of 3.b. above.

D. Check in and Check out

1. Check in is as follows:

- a. At the domicile for a domestic or international live trip - two (2) hours prior to departure time.
- b. At a layover station - one and a half hours (1:30) prior to departure time unless the crew shows in the hotel lobby more than two hours (2) prior to departure time, in which case check in will be thirty minutes (:30) after show time in the hotel lobby.

Check in time for crews at downtown hotels on extended layovers shall be one and a half hours (1:30) prior to departure. The Flight Attendants shall be available in the hotel lobby for a departure from the hotel that allows for normal transportation time from that location to the airport so that they arrive at check in time. If it is deemed necessary to leave the hotel earlier than the normal transportation time to the airport the provisions of D.3. below shall apply.
- c. For a deadhead on a ferry - one hour and fifteen minutes (1:15) prior to departure.
- d. For a ferry - one and a half hours (1:30) prior to departure.
- e. For a ground deadhead - thirty minutes (:30) prior to departure.
- f. For a chartered jet flight - thirty (:30) minutes prior to departure.
- g. For a domestic commercial flight - one hour and thirty minutes (1:30) prior to departure.
- h. For international commercial flights - two (2) hours prior to departure.
- i. For sports teams - two (2) hours prior to departure.

- 2. Check in at the domicile occurs in the crew lounge. It is the Purser's responsibility to inform Crew Scheduling at the check in time if a crew member is absent. This shall be the check in procedure at the domicile. Should the Company decide to implement electronic check in, the parties will meet to discuss the parameters prior to the implementation.

Upon approval of the Inflight Department, a Flight Attendant may check in at FLL if the first flight of a trip is a commercial flight of a ferry out of FLL. The Purser will be responsible for ensuring that all required documents have been retrieved.

The Flight Attendant must call crew scheduling from FLL airport no later than two hours (2:00) prior to departure.

A Flight Attendant taking advantage of the above provision will notify crew scheduling at the time of pre-check. Should the trip terminate in MIA the Company will not be required to transport the Flight Attendant back to FLL.

- 3. Check in times may be adjusted due to special circumstances. The Purser shall coordinate with the Captain who shall notify Crew Scheduling of the new check in time and the computer will be adjusted accordingly. The adjusted itinerary will be faxed to the Purser if she/he is in a location with an available fax machine. Should the decision to adjust the check in time be made by Crew Scheduling, the Purser will be notified immediately and the computer adjusted accordingly. Flight Attendants will be notified of the adjusted check in time at the beginning of the rest period. Any unresolved conflicts should be brought to the attention of the duty officer.
- 4. Check out shall be thirty minutes after block in. Upon completion of a deadhead, limo or commercial flight a Flight Attendant will not be required to go into Company headquarters for any reason, including the turning in of liquor money. In the case of liquor money, it shall be turned in at check in of her/his next flight or given to another crew member that is willing to turn it in.

5. A Flight Attendant will not be required to check her/his V-file upon check out from a trip. A Flight Attendant who chooses not to check her/his V-file will be required to call Crew Scheduling within two (2) hours after check out from a trip.

E. Notification and Contact

1. The Company may not contact a Flight Attendant by phone or message during a rest period other than within one (1) hour of the Flight Attendant's scheduled check in time, except:
 - a. To notify a Flight Attendant of a "family" emergency.
 - b. To notify a Flight Attendant of a delayed showtime for the next flight.
 - c. To notify a Flight Attendant of work related duties within the next thirty-six (36) hour period.
 - d. To request a Flight Attendant to work on her/his G day(s).
2. A Flight Attendant will not be required to keep the Company informed of her/his whereabouts while on day(s) off or vacation.
3.
 - a. On a layover in excess of the minimum rest periods set forth in C.3. above, a Flight Attendant may be required to call to the hotel for messages every three (3) hours, if she/he has left the hotel, unless released by the Company.
 - b. A Flight Attendant shall leave word for the Purser that she/he is leaving the hotel and the time of the departure. Such message may be relayed by written communication to the Purser's room or left at the front desk or by leaving a message on the phone. The Purser shall leave word for the Captain if she/he is leaving the hotel in the same manner as above.

- c. Upon a change to a trip that requires an earlier departure time, the captain shall immediately call the Purser to relay the message. If she/he is unable to reach the Purser, she/he shall leave a message for each Flight Attendant with the new departure information and the time the message was left. If the Purser is reached it shall be her/his responsibility to immediately contact each Flight Attendant. A revised itinerary shall be faxed to the Purser, if a fax machine is available. No Flight Attendant shall be disciplined for failing to depart the hotel in a timely fashion if she/he was not given a minimum of four (4) hours to prepare for the departure. For the purpose of notification, leaving a message with the front desk shall suffice.
 - d. In the event of a change to the trip itinerary downline, the Company will, if possible, send the revised itinerary prior to the rest period. If it is not possible, the Company will verbally notify the Purser or Flight Attendant of the trip change.
4. When the Company is not able to establish contact with a Flight Attendant to notify her/him of a change in schedule or to request her/him to work on a G day, a detailed message will be left on the Flight Attendant's voice mail if available. For the purposes of this paragraph, a detailed message means the check in time, duration of the trip and trip destination.

F. FAR's

A Flight Attendant shall use the flight numbers to determine which F.A.R.'s are applicable (e.g. Domestic, Flag or Supplemental) per duty day. The Flight Attendant Manual will contain the information needed to determine which flight numbers represent which F.A.R.'s. The itinerary shall include the flight number.

SECTION 7 SCHEDULING

A. Union Scheduling Committee

1. The Company shall recognize the Union Scheduling Committee (USC). The Union shall provide the Company with written notification as to the members of that committee. The Chairperson of the USC shall act as the primary communication link between the Union and Crew Scheduling management. The USC Chairperson may request a meeting on a monthly basis to make recommendations concerning scheduling policy or to discuss a specific issue.
2. The Company will give a USC representative an opportunity to review the constructed lines of flying, prior to the publication of the bid. member of the USC shall be allowed to attend the monthly planning meetings, to offer input on the monthly pairing and line construction. If the Union is unable to attend the meeting, the Company will email the preliminary lines to the MEC President and MEC Scheduling Chairperson for the Union to review and offer input. The Company will call the MEC Scheduling Chairperson to notify her/him that the email has been sent. AFA will have a three (3) hour window from the time the Company notified the Union that the email was sent to respond and offer input. Consideration will be given to the Union's recommendations.
3. Final responsibility for pairing, line building, and posting the bid shall rest solely with the Company.
4. The MEC Officers, Scheduling Committee and Grievance Committee will be given access to the Company's scheduling computer system on the same terms as the IBT, excluding check airmen and management pilots.

B. Trip and Line Construction

1. All flying that is known at the time of schedule construction shall be placed into trip pairings. All constructed trip pairings shall be placed in the published bid.
2. The provisions of trip construction shall apply to all trips constructed, such as rescheduled trips.
3. Trip sequences will not be scheduled for more than ten (10) consecutive days without the approval of the Union. Nothing herein will preclude a Flight Attendant from voluntarily extending beyond ten (10) days.
4. No Flight Attendant shall be scheduled to begin more than one (1) duty period per calendar day unless she/he is scheduled for an intervening rest period of at least ten (10) hours.
5. Trips begin and end at the domicile, except for TDY trips.
6. Lines will be constructed with a minimum of twelve (12) calendar days off in domicile. Ten (10) of those days shall be designated as "G" days and two (2) will be designated as "O" days.
7. Days off in a line will be constructed with at least a minimum of two "G" days off in a group.
8. Lines will be built with a combination of trips, Standby days and days off.
9. Lines will be constructed with no more than eighty (80) credit hours, except that during two months of the calendar year, lines may be constructed to a maximum of eighty-five (85) credit hours. The Flight Attendants shall be notified of the upcoming high time lines on the bid package being distributed for a month in which the credit hours exceed eighty (80).

C. Bidding

1. There will be twelve (12) bid periods per year. All bid period will be a calendar month with the following exceptions; the January bid period will be from January 1 through January 30; the February bid period will be from January 31 through March 1 and the March bid period will be from March 2 through March 31.
2. The bid package shall contain the following information if available at the time it is produced; all the trip information (including each leg, block time, flight numbers, equipment type, departure times and arrival times), seniority list, scheduled vacations, training, regular lines, Standby lines, bid form [including the ability to apply for Day Off Volunteer Flying], bid closing date and time and award date and time.
3. The bid package will be placed on the table next to the Crew Scheduling window by the twentieth of the month. They will also be available upon request. Extensions may be granted by mutual agreement between the USC Chairperson and Scheduling. Bid packages may be emailed to Flight Attendants who have an email address on file with Inflight. The Company will continue its practice of faxing the bid packages to downline crews.
4. The bids will remain open for a minimum of four (4) days unless a mutual agreement has been made between the Union and the Company. All bids must be submitted using line numbers.
5. Bids may be submitted by placing them in the secured and locked bid box in the crew lounge. They may also be submitted by fax (with a call to Crew Scheduling to confirm receipt within fifteen minutes of sending) or by calling Crew Scheduling. Flight Attendants may also submit their bid electronically by email if their email address is on file with Inflight.
6. Bids shall be awarded within the Purser/Flight Attendant status, in domicile, in seniority order. Final bid awards shall normally be posted as soon as possible, but no later than pilot bid awards or

more than seventy-two (72) hours after the bid has closed.

7. A Flight Attendant who does not bid or who fails to bid a sufficient number of lines shall be awarded the line with the most trips and least number of Standby days that remains open after all other Flight Attendants have been awarded a line, in seniority order.
8. A Flight Attendant has forty-eight hours to dispute her/his line award. If it is determined that the error occurred due to no fault of the Flight Attendant, and the bids cannot be re-awarded because the final line adjustments have begun, the Flight Attendant will have another line built. That line shall contain the exact days off from the original bid line. In the event there are not enough trips to fill the line, she/he may be placed on Standby for the original days of work. A Flight Attendant shall be guaranteed the greater pay and credit of the original line at the time of the award of or the rescheduled, provided she/he is available on all the original days of work.
9. Flight Attendants may buddy bid, using the seniority of the most junior person. Purser's may buddy bid with Flight Attendants. The buddy bid preference must be indicated on both bid preference forms. Buddy bidding may be done by two (2) individuals. An insufficient bid will void the buddy bid.

D. Bid Period Transition

1. The transition period shall be the first three (3) days of the bid month. A Flight Attendant's final bid award shall contain all the modifications made due to the transition.
2. Flight Attendant will fly her/his last trip of the month into the new month. Her/his final bid award for the new month shall reflect this.
 - a. If she/he was scheduled for a G day(s), she/he shall either have that day(s) rescheduled later in the month or receive G day pay. This shall be done at the

Company's option and the final bid award shall reflect the Company's decision.

- b. If she/he was scheduled for an O day, she/he shall either have that day(s) rescheduled later in the month or receive Day Off Pay. This shall be done at the Company's option and the final bid award shall reflect the Company's decision.
- c. A Flight Attendant whose last trip of the month conflicts with a trip in the new month may be removed from the trip in the new month. If she/he was removed from a trip she/he will be placed on Standby day(s) for the days that she/he would have flown in the new month if the conflict had not occurred. For example, the new month contained a trip for Monday through Thursday. The previous month's trip was scheduled from Sunday through Wednesday. The Flight Attendant will fly the previous month's trip, Sunday through Wednesday and be placed on Standby on Thursday.

- 3. Nothing herein precludes the Company from substituting a trip in lieu of Standby days.

E. Trades/Drops

1. Self Trades

A Flight Attendant may trade days with herself/himself if adequate coverage exists on the days she/he wishes to trade.

2. Trades Between Flight Attendants

A Flight Attendant may trade her/his trip/days with another Flight Attendant. These adjustments will be approved as long as the Flight Attendants are legal pursuant to the FARs and the Agreement. Only two Flight Attendants may participate in a single trip trade.

3. Trip Drops

A Flight Attendant may drop her/his trip or Standby to the Company. This type of adjustment will be approved if adequate staffing exists at the domicile on the days of the trip that is being dropped, as determined by the Company no later than forty-eight hours prior to the trip's check in time. A Flight Attendant whose trade or drop results in less credit time for the month shall have her/his guarantee for the month reduced by the net credit hours dropped or, in the case of Standby day(s), three hours and twenty five minutes (3:25) per Standby day.

4. Adjustment Forms

- a. To make an adjustment to her/his line, a Flight Attendant shall submit a Schedule Change form, in person or via fax or email to Crew Scheduling no later than seventy-two (72) hours prior to the earliest trip's check-in.

- b. A trip trade form must be signed by all the Flight Attendants participating in the trade.

- c. All adjustment forms will be processed within twenty-four (24) hours after they are submitted, to the extent possible, but in no event later than forty-eight (48) hours after they are submitted. A Flight Attendant may call Crew Scheduling to determine the outcome of her/his adjustment request and the completed adjustment form will be placed in her/his file.

- 5. A trade or drop will not be denied, except as provided in this subsection. Denials will be made on the form, stating the reason(s) for the denial.

- 6. All trades and drops must be legal pursuant to the Agreement and the FARs. Requests to pick up or trade will be denied if the requested trip would cause the Flight Attendant to have less than twenty-four (24) consecutive hours off in seven (7) days.

7. There is no cap on the number of hours a Flight Attendant may gain through pick-ups or trades. A Flight Attendant shall not be permitted to drop more than forty (40) credit hours from her/his line, unless approved by the Company.
8. A Flight Attendant whose trade or drop results in less credit time for the month shall have her/his guarantee for the month reduced by the net credit hours dropped or, in the case of Standby day(s), three hours and twenty five minutes (3:25) per Standby day.
9. Trades between multiple Flight Attendants are not permitted.
10. A trip must be dropped in its entirety. Partial trips cannot be dropped.
11. When two or more Flight Attendants submit a drop form at the same time, seniority will govern.
12. In the future it is possible the Company may provide an electronic method for requesting, dropping and trading trips for use by Flight Attendants.
13. A Flight Attendant is responsible for confirming any trip changes as a result of trades, pick-ups or drops. Upon an adjustment being processed, a Flight Attendant is responsible for her/his adjusted schedule.

F. Company Adjustment of Trips

For the purposes of this subsection F., the same rules that apply to changes in a Flight Attendant's schedule shall apply to the changes in a Purser's schedule.

1. Reassignment (Otherwise known as Reroute/Resequence/Reschedule/Reflow or any other adjustment to a trip)

To protect the integrity of the ad-hoc schedule a Flight Attendant may be removed from her/his trip. She/he will be placed on

Standby for the day(s) of the originally scheduled trip.

- a. In Domicile-A Flight Attendant may be reassigned to an alternate trip that covers the same day(s) or less as originally scheduled, unless the additional days were designated Standby day(s) and/or O day(s)s, in which case the Flight Attendant shall be obligated to fly the trip. Nothing herein precludes a Flight Attendant from accepting a trip with a longer duration.
- b. Out of Domicile - A Flight Attendant may be reassigned to alternate flights while out of domicile provided the Flight Attendant shall be scheduled to return to the domicile on the same calendar day as originally scheduled, unless the additional days were designated Standby day(s) and/or O day(s), in which case the Flight Attendant shall be obligated to fly the trip. Nothing herein precludes a Flight Attendant from accepting a trip with a longer duration.
- c. If a Flight Attendant is removed from a trip she/he shall be guaranteed the Standby credit for the day(s) or subsequent trip flown, whichever is greater.
- d. At the Flight Attendant's request, Crew Scheduling, at its discretion, may release her/him from Standby without pay and credit if there is adequate staffing. If Crew Scheduling determines that it will be unable to utilize a Flight Attendant on the status of Standby, she/he may be released with pay and credit.
- e. A Flight Attendant will be notified of a reassignment as soon as the information may practically be transmitted to the Flight Attendant and a new trip itinerary shall be generated reflecting the change.
- f. A Flight Attendant assigned to fly on an O day outside of the Bid Period Transition period described in D. above, shall have the O day(s) moved or payed (G day

pay) at the Company's discretion. O days that are moved shall then become G days. If the Flight Attendant's schedule does not contain any more days of work in the month, she/he will receive G day pay.

2. Staffing Downgrade

If the Company determines that a flight has more Flight Attendants assigned to it than are necessary, the most senior Flight Attendant will have the option of removing herself/himself from the trip. If she/he elects to remain with the trip, the next most senior Flight Attendant will choose if she/he wants to be removed from the trip. A Flight Attendant who is removed from the trip will be placed on Standby for the days of the original trip and shall be paid and credited with the originally scheduled trip or trip flown, whichever is greater.

3. Trip Cancellation

A Flight Attendant whose trip has been canceled or who has been removed from the trip pursuant to the Agreement, shall be placed on Standby for the day(s) of the canceled trip. A Flight Attendant whose cancelled trip fell on a G (s) or O day(s) shall have that G day(s) or O day(s) restored, provided she/he was given notice of the trip cancellation at least twenty-four (24) hours prior to the G or O day. A Flight Attendant who was not given timely notice shall be placed on Standby and paid G day pay.

4. In the event of a hotel change or a change to the trip's itinerary, the Company shall email a Flight Attendant's contact person of the new trip itinerary, including the hotel information, provided she/he has filled out the Hotel Change Form.

G. Day Off Volunteer List

1. Flight Attendants may request additional flying on their days off through this volunteer list. It shall be used at Company discretion when staffing is critical.

2. Flight Attendants on the list will be called in seniority order, pursuant to J. below. Acceptance of the assignment shall be at the Flight Attendant's option.

3. Flight Attendants who pick up trips on a day(s) off shall be paid Day Off Pay in addition to all other compensation for the trip.

H. Order of Assignment

Order of Assignment for Purser shall be as outlined in Section 24.A.6.

1. Trips that become available shall be assigned to Flight Attendants in the following manner:

a. To a Flight Attendant who is on Standby for the length of the trip or longer.

If there are two or more Flight Attendants in this category the trip will go to the Flight Attendant with the lowest projected credit time. If two or more Flight Attendants have the same amount of projected credit time, the trip will go to the most senior Flight Attendant.

b. To a Flight Attendant who has indicated a preference to Trip Improve (i.e. the new trip is for more credit time).

Such Flight Attendant must have Standby day(s) and trip day(s) equal to or greater than length of the trip. She/he shall be removed from her/his trip and reassigned to the open trip. Among the Flight Attendants on the Trip Improve list, the trip will be assigned to the Flight Attendant with the lowest projected credit time. If two or more Flight Attendants have the same projected credit time, the trip will be given to the most senior Flight Attendant.

c. To a Flight Attendant who is not on the Trip Improve list who has a combination of standby day(s) and trip day(s) that are equal to or greater than the trip.

If there are two or more Flight Attendants in this category the trip will go to the Flight Attendant with the lowest projected credit time. If two or more Flight Attendants have the same amount of projected credit time, the trip will go to the most senior Flight Attendant.

- d. To a Flight Attendant who is on the Trip Improve list has a combination of standby day(s), O day(s) and/or trip day(s) that are equal to or greater than the trip.

If there are two or more Flight Attendants in this category the trip will go to the Flight Attendant with the lowest projected credit time. If two or more Flight Attendants have the same amount of projected credit time, the trip will go to the most senior Flight Attendant.

- e. To a Flight Attendant who is not on the Trip Improve list has a combination of standby day(s), O day(s) and/or trip day(s) that are equal to or greater than the trip.

If there are two or more Flight Attendants in this category the trip will go to the Flight Attendant with the lowest projected credit time. If two or more Flight Attendants have the same amount of projected credit time, the trip will go to the most senior Flight Attendant.

- f. To a Flight Attendant who is on the Trip Improve list has a combination of standby day(s), O day(s), G day(s) and/or trip day(s) that are equal to or greater than the trip.

If there are two or more Flight Attendants in this category the trip will go to the Flight Attendant with the least amount of G days. If there are two or more Flight Attendants with the same number of G days the trip will go to the Flight Attendant with the lowest projected credit time. If two or more Flight Attendants have the same number of G days and the same amount of projected credit time, the trip will go to the most senior

Flight Attendant.

- g. To a Flight Attendant who is not on the Trip Improve list has a combination of standby day(s), O day(s), G day(s) and/or trip day(s) that are equal to or greater than the trip.

If there are two or more Flight Attendants in this category the trip will go to the Flight Attendant with the least amount of G days. If there are two or more Flight Attendants with the same number of G days the trip will go to the Flight Attendant with the lowest projected credit time. If two or more Flight Attendants have the same number of G days and the same amount of projected credit time, the trip will go to the most senior Flight Attendant.

A trip assigned under this provision shall not be awarded to a Flight Attendant if it would conflict with her/his next trip, unless she/he agrees to the change, in which case she/he will be guaranteed the greater of the original trip or rescheduled trip's credit. A Flight Attendant accepting the trip shall be paid "G" day pay for the day(s) off, if flown, or if the Flight Attendant sits Standby at the Company's request. (For example, the longest period any Flight Attendant is on Standby is 4 days. A 5 day trip becomes available. The Company shall offer that trip to the Flight Attendant who is on 4 days of Standby. If she/he accepts the trip, she/he will be paid "G" day pay for the fifth day.)

A Flight Attendant who agrees to change her/his schedule to accommodate a trip assignment pursuant to this subsection, e. above shall be required to sit Standby on the day(s) of her/his originally scheduled trip, if the rescheduled trip does not cover the same days.

2. If the trip is scheduled to depart within twenty-four (24) hours and no one has accepted a trip pursuant to 1 above, the Company shall call Flight Attendants on the Day Off Volunteer List who are on G days, in seniority order and then call Flight Attendants on

G days who are not on the Day Off Volunteer List, in seniority order. The assignment shall be given to the first Flight Attendant(s) who accept the trip.

3. Nothing herein precludes the Company from splitting a trip and assigning it to a Flight Attendant on Standby.
4. A Flight Attendant shall have the right to refuse any assignment or rescheduling which would infringe upon their "G" days. Once a Flight Attendant has accepted an assignment on her/his "G" day, she/he shall be obligated to fly the trip, as if she/he had not been on a "G" day. If the trip is canceled, the Company may require the Flight Attendant to sit Standby on that day(s), in that case, she/he shall be paid "G" day pay for each G day(s).
5. Crew Scheduling will normally try to notify a Flight Attendant the day prior to a trip assignment. However, circumstances may sometimes necessitate the notification period being considerably shorter. In all cases where a Flight Attendant has received less than eight (8) hours notification of a trip:
 - a. If the Flight Attendant's report time is between 6 p.m. and 9:59 p.m. (local), the maximum scheduled duty period for that report is twelve (12) hours.
 - b. If the Flight Attendant's report time is between 10 p.m. and 5 a.m. (local), the maximum scheduled duty period for that report is ten (10) hours. This duty day maximum shall not apply to a Flight Attendant who was assigned a trip on her/his first day of Standby and the Company attempted to notify her/him more than eight (8) hours prior to the trip, but the Flight Attendant did not acknowledge the trip assignment because she/he was not required to do so.
 - c. In either case, the actual duty time may exceed these limits by a maximum of two (2)

hours due solely to circumstances beyond the Company's control (i.e. weather, ATC delays, sick calls).

I. Deadheading/Ferry

1. A deadhead means travel required by the Company for positioning. A deadhead may occur on a Company flight, a corporate charter, a commercial flight or by surface/ground transportation. Transportation to/from the airport to a local hotel is not considered a ground deadhead.
2. A duty period consisting solely of a deadhead shall be considered a day of work.
3. A Flight Attendant deadheading on a commercial flight is required to wear casual business attire. A Flight Attendant will not be required to wear her/his uniform on a deadhead or ferry flight, excluding deadheads on any live Company flight. A Flight Attendant ferrying or deadheading into a live leg shall be required to wear the uniform if the ground time upon arrival provides less than two (2) and one half (2 ½) hours before departure of the live leg.
4. A Flight Attendant may request to deviate from a tail end deadhead and take alternate transportation back to the domicile, at her/his own expense if she/he is scheduled for a G day the following day. Such request will be immediately approved if she/he has not been reassigned prior to the check-in time for the deadhead. Permission to deviate from a tail end deadhead in all other circumstances will be awarded at Company discretion.
5. Airline or hotel points/mileage earned while on a commercial flight or layover shall be the property of the Flight Attendant.
6. Ground deadheading will be provided on a safe and licensed transportation company, or a Miami Air crew van. No Flight Attendant will be required to ground deadhead in excess of four and a half hours (4:30), not including rest stops

J. Recorded Phone Lines

1. All telephone lines (except for a manager's phone) used for conversations between Flight Attendants and Crew Scheduling shall be recorded. Flight Attendants will be required to sign a form acknowledging that conversations with Crew Scheduling are recorded. The Company shall honor the request of a Flight Attendant who asks to speak with management, including Inflight management ,on a recorded line.
2. Telephone lines specified in 1. above will be in the recording mode at all times. Should the system be inoperable, the Company shall notify the Union and the Company shall have the system repaired within a reasonable amount of time.
3. Upon the initiation of a telephone call on a recorded line, Company personnel shall identify their Company status to the contacted Flight Attendant and the person on the receiving end of the call will confirm that the Company representative is talking to the affected Flight Attendant. For example: "Hello, this is Miami Air Crew Scheduler Smith calling, am I talking to Flight Attendant Jones?"
4. The Company shall retain each recorded conversation for ninety (90) days from the date of recording, except as noted hereafter. If the Company initiates disciplinary action involving a Flight Attendant, the Company shall retain the recording until such time as the disciplinary action has been finally resolved by settlement, withdrawal, System Board decision, or otherwise. If the Union files a grievance and advises the Company prior to the ninetieth (90th) day after the date of recording, the Company will retain the recording until such time as the grievance has been finally resolved by settlement, withdrawal, System Board or otherwise.
5. The Company shall not randomly review the recording for the purpose of initiating discipline. It can, of course, review individual conversations for the purpose of either confirming or dismissing allegations regarding a conversation with a Flight Attendant. If a recorded conversation has been heard by the

Company and the Company intends to initiate disciplinary action against a Flight Attendant, the Company will contact the MEC President to arrange for a designated Union representative, specified in Paragraph 6, below, to hear the recording. The MEC President or her/his designee will treat the information provided as confidential, except in the context of a hearing, grievance or other representation matter such as an FAA, NTSB or other legal proceeding.

6. Management, affected Company personnel, outside counsel and all Union representatives, including AFA International Staff are authorized to listen to recorded conversations. Upon mutual consent, other titles may be added or deleted from the above list(s), and additional person(s) may be added on a case-by-case basis.

K. General

1. a. Crew Scheduling employees will not issue or threaten discipline.
b. A Flight Attendant who believes her/his assignment violates the contract will request to speak to an Inflight supervisor and the three-way call will take place on a recorded line.
2. When, in actual operation, the block time and/or ground time consistently differs from the published times, the Union may request a historical review of the times in question. The times in question will thereafter be published using the historical realities.
3. The Company will "pre-check in" Flight Attendants for a trip the day before the trip begins by phone or email. Pre-check in may be accomplished by Flight Attendants emailing or calling Crew Scheduling. The Company may also call or email a Flight Attendant to pre-check her/him in. Pre-check in should normally be accomplished between 1000 and 1800 the day prior to the trip.

4. Flight Attendants are not required to remain on board during taxi movements to/from passenger pick up points or drop off points to remote parking locations, except as provided herein. At the time of the pre-check for the trip the Purser will tell Scheduling whether or not the crew will taxi to/from remote parking to/from the MIA terminal.
5. No Flight Attendant shall be required to perform extraordinary duties that are normally not done by Flight Attendants, e.g. washing dishes, laundering linens.
6. The Company is not responsible for the proper functioning of the Flight Attendants electronic means of communications. For example, cell phones, email, fax machines. The Company is responsible for the proper functioning of their electronic equipment.

SECTION 8 STANDBY DUTY

A. Call Out

1. A Flight Attendant assigned a trip while on Standby shall have a minimum of one and a half hours (1:30) from the time of verbal contact to report for duty. Should the call out time increase for the pilots, the same call out time shall apply to the Flight Attendants.
2. A Flight Attendant will be responsible for designating a primary contact number with Crew Scheduling. This contact may take the form of pager, home phone, cell phone, etc. Once designated, it will be the sole responsibility of the Flight Attendant to insure the chosen method of contact is in good working order.
3. Flight Attendants may, at their option, also designate a secondary source of contact with Crew Scheduling.
4. When Crew Scheduling needs to contact a Flight Attendant, they will first attempt the designated primary number.
 - a. If the Flight Attendant has only specified a primary number, and the primary number is a telephone number (home, cell, etc.), Crew Scheduling will attempt using that number. In the event an answering device is reached, a message will be left and the Flight Attendant will have fifteen (15) minutes in which to respond.
 - b. If the Flight Attendant has only specified a primary number, and that number is a pager, Crew Scheduling will attempt to page that number, and The Flight Attendant will have fifteen (15) minutes in which to respond.
 - c. If the Flight Attendant has designated a primary and secondary number:

- i. If the primary is a telephone number, Crew Scheduling will attempt to call the primary number. If an answering device is reached, a message will be left and the secondary number will immediately be tried. If the secondary number is a pager, a page will be sent. In either case, the Flight Attendant will have fifteen (15) minutes to respond from the time of the call to the secondary number.
 - ii. If the primary number is a pager, Crew Scheduling will send a page and will immediately attempt the second number. The Flight Attendant will have fifteen (15) minutes in which to respond.
- d. In all instances, failure of a Flight Attendant to respond to an attempted contact by Crew Scheduling within the fifteen (15) minute window will be logged as an Unable To Contact (UTC), and a report of the UTC will be forwarded to the Flight Attendant's supervisor for review.
5. Once the Company has assigned a trip to a Flight Attendant or she/he has been verbally checked in, she/he may be required to remain on Standby. A Flight Attendant shall be released from Standby duty an hour and a half (1:30) prior to the trip's check in time. Should the call out time in A.1. increase, this provision shall be amended to reflect the new call out time.
6. A Flight Attendant assigned a trip while on Standby shall be given the full trip information (for example, length of trip, layover station, hotel information, etc.) at the time the assignment is made. The Company may email this information, upon request of a Flight Attendant. The Union recognizes that the international hotel layover information may not be known at the time the trip is assigned or it may change. In the event of a hotel change, the Company shall email a Flight Attendant's contact person of the new trip itinerary, including the hotel information, provided

she/he has filled out the Hotel Change Form.

- 7. The Standby period shall begin at 0001 local time on the first day of Standby and shall end at 2359 local time on the last day of Standby.
- 8. When it is determined by Crew Scheduling that there is more than an adequate number of Standby Flight Attendants, a number of Flight Attendants may be released from Standby for a portion of the day or the entire day.

B. Standby Assignment

REMOVED - see 7.H.

C. General

- 1. Purser reserve shall be as outlined in this Section. Wherever "Flight Attendant" is written, it shall also mean Purser.
- 2. Days that are designated as Standby days shall not be considered days off.
- 3. AFA MEC Officers, Grievance Chairperson and Scheduling Chairperson members may review Standby assignments, with advance notice to the Manager of Crew Scheduling.
- 4. A Flight Attendant who completes a trip and is scheduled for Standby duty on the following day, shall be released into rest at the domicile. The rest shall be in accordance with Section 6. Hours of Service. The Standby duty shall begin when her/his minimum rest is complete.

**SECTION 9
TRAVEL EXPENSES**

A. Per Diem

1. Per diem shall commence at block out at the Flight Attendant's domicile and continue until block in at the domicile on trips which contain at least one overnight.
2. Domestic per diem shall be one dollar and fifty cents (\$1.50) for every hour or fraction thereof, up to a maximum of thirty-six dollars (\$36) per calendar day.
3.
 - a. International per diem shall be two dollars and fifty cents (\$2.50) for every hour or fraction thereof.
 - b. Per diem for an international flight shall commence at block in at a international destination that is east of Newfoundland and west of Hawaii and shall end at block in for a layover at a U.S. location or upon release at the conclusion of a pairing, whichever is earlier.
 - c. The Company may, from time to time, and at its sole discretion, elect to set a per diem rate greater than what is set forth in A.3. above for certain international destinations. The period of time that such greater rate may apply for a specific international destination shall be determined by the Company.
4. Flight Attendants scheduled to be away from base for more than twelve (12) consecutive days may request, and the Company shall advance, per diem up to one hundred percent (100%) of the projected per diem.

B. Parking

The Company will continue to provide and pay for safe, convenient employee parking for all Flight Attendants at the domicile.

C. Passports, Visas, and Required Inoculations

1. The Company will reimburse Flight Attendants the cost for one necessary renewal of a U.S. passport during the life of this Agreement. For Flight Attendants holding a foreign passport, the Company will provide an equivalent amount for renewal of a foreign passport. In addition, the Company will reimburse Flight Attendants up to fifteen dollars (\$15), with receipt, for required passport renewal photos if photo cannot be taken by the Company.
2. A Flight Attendant who is removed from a trip to cover flying that remains uncovered due to passport and background issues will be guaranteed the credit time of the trip she/he was removed from or the new trip, whichever is greater.
3. The Company will pay for all required inoculations and any required insurance and/or special work permits.
4. The Company will pay for all required visas and visa photos.

D. A Flight Attendant on special assignment for the Company (i.e. publicity or promotional) shall be paid per diem as outlined above and for any other approved expenses. For such assignments in base, per diem shall be paid as outlined in A.1. above. Expense reimbursement for Flight Attendants volunteering to participate in programs in areas such as recruiting or training will be administered as outlined in those programs.

E. Layover Transportation

1. The Company shall provide for work related transportation between airports and lodging facilities when such transportation is not provided by the lodging facility. The Company will make every effort to pre-arrange transportation; however, in the event it is not feasible to make these arrangements, on a case-by-case basis, the Flight Attendant will utilize locally obtained transportation (e.g. taxi). The Company will reimburse Flight Attendants, with receipt, for the cost of such transportation. Such expenses should be submitted to a Flight Attendant

Manager for expedited reimbursement processing.

2. No Flight Attendant will be required to wait more than forty-five (45) minutes after block-in for Company arranged or complimentary transportation to or from a layover hotel. If the transportation arranged by the Company or the hotel does not or cannot respond within forty-five (45) minutes, the Purser may obtain transportation (e.g. taxi or limo) for the entire crew, after advising Crew Scheduling of the transportation problem. The Company will reimburse the Flight Attendant for expenses incurred for such transportation, as outlined in the previous paragraph. Nothing herein precludes a pilot from obtaining alternate transportation for the entire crew. Flight Attendants will not be required to exceed the above time limits because the pilots prefer to wait for transportation.
3. Upon submission of a valid receipt for taxi transportation, a Flight Attendant will be reimbursed within ten (10) days by cash, separate check or included in the Flight Attendant's normal check.

F. Hotel Accommodations

1. The Company will provide non-smoking, if available, single occupancy accommodations for all Flight Attendants in safe, clean, quiet hotels, with adequate eating facilities in the hotel or nearby. The Company shall also make every effort to avoid first floor accommodations and telephone deposits when contracting accommodations. The Company is only responsible for room costs and room tax. A Flight Attendant shall notify the Company if he or she does not intend to use the hotel accommodations arranged by the Company.
2. Any layover scheduled for sixteen (16) hours or more block to block shall be located in the downtown area of the largest metropolitan area serving that airport, if available at a comparable price or in an alternate location in a comparable hotel requested by the Union Hotel Committee.

3. It is recognized that some accommodations on military or other government trips may not meet the requirements outlined above due to availability or security (i.e. staying in military facilities). However, no Flight Attendant will be required to share rooms or bathrooms with a member of the opposite gender.
4. In addition to overnights, the Company will provide hotel rooms for any scheduled break of five (5) hours or more, or if maintenance delays are expected to exceed five (5) hours.
5. A Flight Attendant may fax her/his bid from an overnight hotel at the Company's expense. The Flight Attendants shall make every effort to coordinate the faxing of the bids.
6. The Company shall book hotel rooms in each Flight Attendant's name. It is understood that a Flight Attendant's name may be incorrect due to rescheduling.
7. A Flight Attendant shall not be required to give a personal credit card when checking into a hotel to open the phone lines.
8. A Flight Attendant is responsible for paying for the incidentals she/he charged to the room at the time of departure from the hotel. If the Company receives a bill from the hotel that includes an outstanding balance from a Flight Attendant's hotel stay, that Flight Attendant shall be given a copy of the bill in order to verify the charges. The Flight Attendant may contact the hotel directly to pay for the charges or she/he may have the charges deducted from her/his next paycheck. The decision as to how the charges will be handled lies solely with the Flight Attendant.

G. Temporary Duty (TDY)

1. Hotel accommodations for a Flight Attendant on a TDY shall be for the entire duration of the TDY assignment.
2. Days off while on a TDY may be at the TDY location.

3. Per diem for TDY shall be for the entire duration of the assignment, beginning when she/he checks in at her/his domicile for the flight to the TDY location and ending when she/he blocks in at her/his domicile at the end of the TDY assignment.
4. Upon completion of a TDY assignment, a Flight Attendant shall receive forty-eight (48) hours free from duty .
5. Should the Company travel to the TDY location in order to select the lodging facilities, the Union shall be invited to accompany the representative and the cost will be borne by the Union.
6. Prior to departing on a TDY, each Flight Attendant awarded the TDY will be given the name, address and phone number of the hotel, the name, address and phone number of the nearest hospital and US Embassy the phone number of who to call in an emergency and any other information about the area that the Company has gathered, to the extent possible.

**SECTION 10
UNION BUSINESS**

- A. The Union shall be allowed to post Union notices initialed by authorized Union officials on bulletin boards provided by AFA at all Flight Attendant domiciles where there is a crew lounge. Items posted on the AFA Bulletin Board will not contain derogatory or inflammatory remarks about the Company.
- B. An AFA representative shall be permitted to speak to each new hire class of Flight Attendants during the initial training period at the end of a training day or for one (1) hour at some other mutually agreeable time.
- C. Transportation over the routes of the Company shall be provided on a space available basis for Union staff representatives for the purpose of official business with the Company, if possible.
- D.
 1. The Company shall drop trips for a maximum of two (2) Flight Attendants at a time, designated by the Union to drop trip(s) for authorized AFA business. Trip drops must be submitted prior to the bid closure for Union business to be conducted during the following month. Trip drops for more than two(2) Flight Attendants will be at the Company's discretion.
 2. When a Flight Attendant is unavailable due to Union business (UB) on days she/he was scheduled to fly or sit standby, she/he will receive full pay and credit at the Flight Attendant's hourly rate for the Flight Attendants bid trip's and/or standby days actually missed.

A Flight Attendant's trip will be dropped in its entirety. At the request of the Union, a Flight Attendant will be placed on Standby on the day(s) of the original trip that are not needed for union business and her/his UB pay and credit will be based on the day(s) actually missed.

The Company will continue to work with the Union, if possible, to move Standby, G and O days around in a Flight Attendant's schedule prior to dropping trip(s) or Standby day(s), if

requested. A Flight Attendant who is scheduled for union business day(s) will not be awarded a TDY line that conflicts with the union business day(s).

Example: A Flight Attendant is on a ten day trip, the 1st through the 10th. The 1st through 3rd is worth 10 hours and the 4th through the 10th is worth 30 hours. The entire trip will be dropped and the Flight Attendant will receive pay and credit of 40 hours.

At the Union's request, if the Flight Attendant is placed on Standby for the 4th through the 10th. She will receive UB pay and credit of 10 hours for the 1st through the 3rd. Her/his pay and credit for the 4th through the 10th will be handled in accordance with the Agreement.

3. The Company shall invoice AFA for the trips and/or standby days missed at the Flight Attendant's hourly rate together with a fringe benefit override of twenty percent (20%) to offset payroll taxes and benefits.
4. The Company shall make every effort to invoice the Union on a monthly basis, but in no event later than thirty (30) days after the end of the month in which unavailability occurred. The Company shall not seek reimbursement for trips that are not invoiced within the time limits listed herein, unless extended by mutual agreement.
5. The Union shall notify the Company as to which Union representatives have the authority to drop trip(s) for AFA business.

E. The Company shall pay flight pay loss up to three (3) days per month to be used for authorized AFA Employee Assistance Program (EAP) work by committee members only and related to Miami Air aircraft incident as defined by the FAR's. The Company will immediately drop a trip(s) for the EAP Chairperson in the event of an aircraft incident, upon request.

F. The Company shall permit Union-authorized and initialed notices to be placed in each Flight Attendant's V-File. Such notices will not contain

derogatory or inflammatory remarks about the Company. A copy of the notice will be placed in the Inflight mail slot.

G. The Union shall advise the Company in writing of the names of its designated representatives and such designation shall remain in effect until revoked by written notice by the Union.

**SECTION 11
UNION SECURITY**

- A.** Each Flight Attendant who fails voluntarily to acquire or maintain membership in the Union shall be required as a condition of continued employment to pay to the Union each month a service charge as a contribution for the administration of this Agreement and the representation of such Flight Attendant. The service charge shall be an amount equal to the Union's regular and usual dues and periodic assessments, including MEC assessments.
- B.** The provisions of this Section shall not apply to any employee covered by this Agreement to whom membership in the Union is not available upon the same terms and conditions as are generally applicable to any other Flight Attendant, or to any Flight Attendant to whom membership in the Union was denied or terminated for any reason other than the failure of the Flight Attendant to pay initiation (or reinstatement) fee, or to any Flight Attendant not required to make such a payment pursuant to the Union's Constitution and By-Laws.
- C.** If a Flight Attendant of the Company covered by this Agreement becomes delinquent in the payment of her/his membership dues or service charge, the Union shall notify such Flight Attendant by Certified Mail, Return Receipt Requested, copy to the senior representative of the Human Resources Department, or his/her designee, that she/he is delinquent in the payment of such service charge or membership dues as specified herein and is subject to discharge as a Flight Attendant and that she/he must remit the required payment within a period of fifteen (15) days or be discharged. Upon receipt of the notification, the Company will send a letter and an email to the Flight Attendant to notify her/him that her/his termination for failing to pay the service charge or membership dues will be carried out unless the matter is rectified with the Union.
- D.** If, upon the expiration of the fifteen (15) day period, the Flight Attendant remains delinquent, the Union shall certify in writing to the senior representative of the Human Resources Department, copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed and is therefore to be discharged. The senior representative of the Human Resources Department shall thereupon take

proper steps to discharge such Flight Attendant from the service of the Company.

- E.** A grievance by a Flight Attendant who is to be discharged as a result of an interpretation or application of the provisions of this Section shall be subject to the following procedures:
1. A Flight Attendant who believes that the provisions of this Section have not been properly interpreted or applied as they pertain to her/him, may submit her/his request for review in writing within five (5) days from the date of her/his notification by the senior representative of the Human Resources Department as provided in Paragraph D above. The request must be submitted to the senior representative of the Human Resources Department, or an appropriate designee, who will review the grievance and render her/his decision in writing not later than fifteen (15) days following receipt of the Flight Attendant's grievance.
 2. The senior representative of the Human Resources Department appropriate designee, shall forward her/his decision to the Flight Attendant, with a copy to the Union. Said decision shall be final and binding on all interested parties unless appealed as hereinafter provided. If the decision is not satisfactory to either the Flight Attendant or the Union, then either may appeal the grievance within ten (10) days from the date of the decision directly to a neutral referee who may be agreed upon by the Company and the Union within ten (10) days thereafter. In the event the parties fail to agree upon a neutral referee within a specified period, either the Company or the Union may request the National Mediation Board to name such neutral referee. The decision of the neutral referee shall be final and binding on all parties to the dispute. The fees and charges of such neutral referee shall be borne by the Union.
- F.** During the period a grievance is being processed under the provisions of this Section, and until final award by the senior representative of the Human Resources Department, or an appropriate designee, or the neutral referee, the Flight Attendant shall not be discharged from the Company

nor lose any seniority rights because of noncompliance with the terms and provisions of this Section.

1. If a Flight Attendant is discharged by the Company, and such discharge is sustained by the neutral referee, such Flight Attendant, under the provisions of this paragraph shall be deemed to have been "discharged for cause" within the meaning of the terms of this Section.
2. It is agreed that the Company shall not be liable for any time or wage claims of any Flight Attendant discharged by the Company pursuant to a written order by an authorized Union representative under the terms of this Section.
3. The Union agrees to indemnify and hold the Company harmless against any suits, claims, and liabilities which arise out of or by reason of any action taken by the Company pursuant to a written order from an authorized Union representative under the terms of this Section.

- G.**
1. During the life of this Agreement, the Company agrees to deduct from the pay of each Flight Attendant covered by this Agreement and remit to the Union, membership dues or service charge, uniformly required by the Union, as a condition of acquiring or retaining membership, and in accordance with the provisions of the Railway Labor Act, as amended, provided such Flight Attendant voluntarily executes the following agreed upon form. This form, "Voluntary Assignment and Authorization for Payment of Union Dues and Service Charge", also to be known as a Dues/Service Charge Check Off Form, shall be prepared and furnished by the Union.
 2. When a member of the Union properly executes such Dues/Service Charge Check Off Form, the Treasurer of the Union shall forward an original copy to the senior representative of the Human Resources Department, Miami Air. Any Dues/Service Charge Check Off Form which is incomplete, or improperly executed, will be returned to the Treasurer. Any notice of revocation as provided for in the Agreement or Railway

Labor Act, as amended, must be in writing, signed by the Flight Attendant and delivered by Certified Mail, addressed to the senior representative of the Human Resources Department, Miami Air, with a copy to the Union. Dues/Service Charge Check Off Form and notices received by the Company will be stamped on the date received and not when mailed.

3. When a Dues/Service Charge Check Off Form, as specified herein, is received by the senior representative of the Human Resources Department, Miami Air, on or before the first day of the month following, and will continue thereafter until revoked or canceled as provided in this Section. The Company will remit to the Union a wire transfer in payment of all dues collected for the month, on or as soon after the payday as possible, but in no event later than five (5) business days after the last day of the month. The Company remittance of the Union membership dues/service charge to the Union will be accompanied by a list showing names, payroll numbers and amounts deducted for Flight Attendants for whom deductions have been made in that particular period. The list shall be transmitted electronically, if possible.
4. No deduction of the Union dues/service charge will be made from the wages of any Flight Attendant who has executed a Dues/Service Charge Check Off Form and who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay. Upon return to work as a Flight Attendant covered by this Agreement, whether by transfer, termination of leave without pay, or recall from furlough, deductions shall be automatically resumed, provided the Flight Attendant has not revoked the assignment provisions of this Section and of the Railway Labor Act, as amended.
5. A Flight Attendant may revoke her/his Dues/Service Charge Check Off Form with thirty (30) days written notice of such revocation. Such revocation will be valid notwithstanding any provisions to the contrary set forth in the standard Dues/Service Charge Check Off Form provided by the Union.

6. The Company shall only make the monthly dues/service charge deductions provided by the Union. The Company shall not make any other deductions for the Union, including assessments, notwithstanding any provisions to the contrary set forth on the standard Dues/Service Charge Check Off Form provided by the Union. It shall be the responsibility of the Union to collect any other fees, including assessments.
7. Collection of dues missed because the Flight Attendant's earnings were not sufficient to cover the payment of dues for a particular pay period, will be the responsibility of the Union and will not be the subject of payroll deductions.
8. Deductions of membership dues/service charge shall be made semi-monthly provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the Flight Attendant or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the monthly period in which her/his last day of work occurs, provided the amount earned is sufficient to allow for such deduction after all obligations to the Company have been satisfied.

**Association of Flight Attendants-CWA, AFL-CIO
Assignment And Authorization For Voluntary Check-off Of Union
Dues/Service Charge**

TO: Miami Air Human Resources

I, _____ hereby authorize Miami Air to deduct from my earnings twice each month, half of the standard monthly membership dues or service charge, required by the Association of Flight Attendants-CWA. Such amount so deducted is hereby assigned to the Union, subject to all of the terms and conditions of the Railway Labor Act, as amended, and the provisions of the applicable Collective Bargaining Agreement. This Agreement and authorization may be revoked by me in writing, with a copy of such revocation sent to the President of the Master Executive Council.

Signature of Employee _____

Employee Number _____

Classification Seniority Date _____

Domicile _____

Date of First Deduction _____

Please print name and address below:

NAME: _____

ADDRESS: _____

CITY, STATE, & ZIP _____

Please complete and return to: Association of Flight Attendants-CWA
501 Third Street, N.W.
Washington, D.C. 20001-2797
ATTN: AFA Membership

**SECTION 12
SENIORITY**

A. Seniority List

1. For the purposes of establishing the Flight Attendant System Seniority List, a Flight Attendant's seniority date shall be the day after graduation from initial ground school. In the event that more than one (1) Flight Attendant have the same date of hire, they shall be placed on the seniority list according to age, with the oldest being the most senior. If any individuals in the class are current Company employees, they will be senior to all other trainees within their class. If more than one trainee is a current Company employee, their respective seniority will be decided by age.
2. The System Seniority List shall be updated after each new hire class and posted in each crew lounge twice a year, January 1 and July 1.
3. Both the Purser List and Flight Attendant Domicile List shall be published with the monthly bid package for that specific domicile.
4. The current System Seniority List as published on the date of ratification is agreed to be accurate and binding.
5. Each Flight Attendant shall be permitted a period of twenty-one (21) days after the posting of the System Seniority List in which to protest, in writing, to the Company an alleged omission or incorrect posting affecting her/his seniority. A Flight Attendant returning to work after a leave or furlough shall be given twenty-one (21) days upon her/his return to initiate a protest to the list. A Flight Attendant may not repeat a protest which was not resolved to her/his satisfaction.
6. The System Seniority List shall include each Flight Attendant's name as it appears on her/his passport, seniority number, ID number, seniority date, domicile, position and status (active or inactive).

7. Upon request, the Company shall supply a copy of the System Seniority List to the Union.
8. When a Flight Attendant transitions into the Purser position, she/he will retain her/his seniority date. The same shall apply to a Purser who transitions into a Flight Attendant position.

B. Probation

1. A Flight Attendant shall be on probation for the first seven (7) months of active service as a Flight Attendant. Upon proper application to the MEC President, the Company may extend the probationary period of a Flight Attendant for just cause for a maximum of two (2) additional months. The "just cause" application must contain the specific reasons for the extension of the probationary period and will be given to the Flight Attendant.
2. The probationary period shall begin concurrent with a Flight Attendant's seniority date.

C. Seniority Forfeiture

1. System Seniority will be forfeited or altered pursuant to the following provisions:
 - a. A Flight Attendant who resigns or terminates employment with Miami Air shall forfeit her/his seniority.
 - b. A Flight Attendant with four (4) or more years of seniority who transfers into the Inflight Department shall retain and accrue seniority for the first three (3) years. Thereafter, she/he shall retain, but not accrue seniority.
 - c. A Flight Attendant with less than four (4) years of seniority who transfers into the Inflight Department shall retain and accrue seniority for the first two (2) years. She/he shall be removed from the System Seniority List after the completion of two (2) years.

- d. A Flight Attendant with four (4) or more years of seniority who transfer into a non-Inflight Department position shall retain, but not accrue seniority for the first twelve (12) months. She/he shall be removed from the System Seniority List after the completion of twelve (12) months.
 - e. A Flight Attendant with less than four (4) years of seniority who transfer into a non-Inflight Department position shall retain, but not accrue, seniority for the first six (6) months. She/he shall be removed from the System Seniority List after the completion of six (6) months.
 - f. A Flight Attendant who using the provisions of b.-e. above to retain or retain and accrue seniority must remain current. Failure to maintain currency shall result in removal from the seniority list.
- 2. C.1.b. does not apply to a Flight Attendant who is temporarily performing another job within the Company as a result of an illness or injury.
 - 3. The provisions of C. shall not preclude a former Flight Attendant from becoming a Flight Attendant again. In this instance, the provisions of A.1. shall apply.

D. Seniority Integration

- 1. In the event the Company purchases, absorbs, merges or otherwise acquires another air carrier or disposes of its operations, or is purchased, absorbed, merged or otherwise is acquired by another airline, which action affects the seniority rights of the Flight Attendants on the System Seniority List, provisions will be made for the integration of seniority lists in a fair and equitable manner, including, where appropriate, agreement through collective bargaining between Miami Air, the other airline, the Union and the representative of the Flight Attendants at the other airline.

- 2. The Inflight Operations will not be merged until:
 - a. The seniority lists of the two Flight Attendant groups are integrated in accordance with Section 3 and 13 if the Allegheny-Mohawk Labor Protective Provisions and the aircraft operated by each pre-merger airlines will be flown exclusively by the respective Flight Attendant groups of the respective pre-merger airlines; and
 - b. The Company and the Union meet to negotiate an appropriate fence agreement for operations pending the merger.
- 3. In the event the Flight Attendants of the other airline involved in such transaction are also represented by the Association of Flight Attendants, AFL-CIO, the Company shall defer to the Union for integration which shall be accomplished in an expedited manner pursuant to the Union's Constitution and Bylaws, provided that the implementation of an integrated list shall not result in obligations more onerous than those already specified in this Agreement. Merging the seniority lists, pursuant to this paragraph will take no longer than eight (8) months from the transaction referenced in D.1. above.
- 4. Should the Flight Attendants of the other airline be unrepresented, the other airline shall select a three (3) person committee of its Flight Attendants to assist in the merging of the list.
- 5. Miami Air will not accept or implement an integrated System Seniority List unless it has been established pursuant to this Section.

**SECTION 13
LEAVE OF ABSENCE AND SICK LEAVE**

A. In-House Flight Attendant Family and Medical Leave

1. The Family and Medical Leave Act shall be applied to Flight Attendants, with the modifications provided herein.
2. A Flight Attendant shall be eligible for FML when she/he has completed one (1) year of active service with the Company.
3. A Flight Attendant will be placed on a FML if she/he has been out due to a qualifying event for five (5) or more consecutive days. For the purposes of qualifying for the bonus under this provision, a Flight Attendant shall be eligible after three (3) days. A Flight Attendant who has completed one year of service with the Company and who has accumulated 1,250 or more duty hours during the preceding twelve (12) months shall be placed on an FML if she/he has been out due to a qualifying event for three (3) or more days.
4. If the FML is due to a Flight Attendant's serious health condition, she/he will be required to use her/his sick leave. A Flight Attendant will not be required to use her/his vacation while on FML, but may do so at her/his option. Available vacation time will be used, unless otherwise specified on the FML form.
5. A Flight Attendant on FML shall retain and accrue seniority, longevity and all benefits as if she/he were an active employee.
6. The Company may run the FML concurrent with other leaves.

B. Medical

1. A Flight Attendant with a medical condition which does not permit her/him to perform her/his Flight Attendant duties shall be granted a medical leave. During such leave, she/he will retain and accrue seniority and longevity. Benefits will accrue as if she/he were an active employee for the first twelve (12) weeks

of the leave.

2. Flight Attendants returning from a leave due to illness or injury must provide a physician's release statement certifying the Flight Attendant is capable of returning to work.
3. A Flight Attendant will be required to use sick leave during a medical leave and may use vacation time, at her/his option.

C. Pregnancy and Maternity Leave

No later than the beginning of the fourth month of pregnancy, the Flight Attendant must furnish the Company with a letter from her physician indicating the expected due date of the child and her ability to perform all duties required of her position. A form letter shall be provided by the Company for this purpose and must be signed by the physician no later than the beginning of the fourth month of the pregnancy.

1. At the beginning of the fourth month of her pregnancy, the Flight Attendant must provide a letter each month from her physician stating that the Flight Attendant is able to perform all duties required of her position.
2. At the beginning of the sixth month, the Flight Attendant must provide a letter every other week from her physician stating that the Flight Attendant is able to perform all duties required of her position.
3. Except as provided in paragraphs C.1. and C.2. herein, a Flight Attendant shall continue to fly until such time as a letter from her physician is provided indicating an inability to perform the duties as required.
4. Upon termination of the pregnancy, the Flight Attendant shall provide a letter from her physician indicating the date on which she shall be physically able to resume Flight Attendant duties.
5. A Flight Attendant who gives birth to or adopts a child shall be granted a ten (10) month Maternity Leave prior to

commencement of any other type of leave.

6. If, upon completion of a Maternity Leave, the Flight Attendant is physically unable to perform Flight Attendant duties, the Flight Attendant shall be granted any benefits or compensation to which she is entitled.
7. A Flight Attendant on a Maternity Leave shall retain and accrue seniority and longevity for the duration of the leave. A Flight Attendant will retain all benefits as if she/he were an active employee during the first ninety (90) days of such leave less any days already used while on an FML.

D. Parental Leave

1. A Flight Attendant not taking advantage of the leave in C.5. above and who has not used any FML during the last twelve (12) months may request and shall be granted a ninety (90) day leave of absence from the date of the birth of her/his child, her/his adopted child.
2. A Flight Attendant who has used all or a portion of an FML during the last twelve (12) months and who would otherwise be entitled to a leave under 1. above will be offered a Parental Leave of thirty (30) days in addition to any remaining time left on the FML. At management's discretion, the Parental Leave may be extended due to extenuating circumstances.
3. A request for such leave must be made within ten (10) calendar days after the birth of the child.
4. Following the expiration of this leave or a Maternity Leave, a Flight Attendant may request extensions for up to an additional six (6) months. Such extensions shall be granted if there are medical complications for the child.
5. Following exhaustion of all permitted pregnancy and Parental leaves of absence a Flight Attendant authorized to return to fly by her physician and who elects not to return to active duty within

thirty (30) days shall be terminated.

6. A Flight Attendant on a Parental Leave shall retain and accrue seniority and longevity for the duration of the leave. A Flight Attendant will retain all benefits as if she/he were an active employee during the first ninety (90) days of such leave less any days already used while on a FML.
7. A Parental Leave may run concurrent with a FML.

E. Bereavement Leave

1. Flight Attendants shall be paid for up to three (3) scheduled work days in the event of a death in their immediate family and up to four (4) additional days off without pay, if requested by the Flight Attendant. Immediate family is defined as spouse, child, step-child, parent, step-parent, grandparent, brother, sister, mother-in-law, father-in-law, domestic partner or former legal guardian of the Flight Attendant.
2. In the event of the death of a close relation (i.e., aunt, uncle, etc.) a Flight Attendant may be granted at the discretion of the Company, up to four (4) days off without pay to attend the funeral. Additional time off may be granted when necessary for funerals outside the local area.
3. The Company may require a Flight Attendant to provide verification of a death.

F. Civic Duty Absence

1. Flight Attendants who are summoned to jury duty shall be granted up to fifteen (15) paid work days to meet civic duty obligations, and such additional unpaid days off, as many as necessary, for completion of the assigned jury duty. Flight Attendants summoned for jury duty shall provide a copy of the summons to the Company immediately upon receiving it.

2. In the event a Flight Attendant receives a summons to appear in court, she/he will be removed from the schedule without pay. Flight Attendants summoned to appear in court shall provide a copy of the summons to the Company immediately upon receiving it. However, Flight Attendants shall make a reasonable effort to try to trade or move the court appearance.

G. Union Leave

A Flight Attendant who accepts an elected or staff position with the Union shall be permitted to retain and accrue seniority and longevity while serving in that position.

H. On The Job Illness or Injury Leave (OJI Leave)

1. In the event an illness or injury occurs that results in Workers' Compensation benefits, the Company will remain in compliance with applicable law.
2. Following an OJI illness or injury, verified with proper medical documentation, which is caused by an aircraft accident or serious incident as defined by the National Transportation Safety Board (NTSB) or the Federal Aviation Administration (FAA), the Company will provide:
 - a. Bid period guarantee protection for the remainder of the bid period in which the illness or injury occurs;
 - b. Bid period guarantee protection for the following next bid period;
 - c. Such protection shall be determined based on the difference between the bid period guarantee and the Workers' Compensation benefit received by the Flight Attendant.
3. A Flight Attendant on an OJI will first use sick leave and may use vacation time prior to receiving compensation from Worker's Compensation.

4. A Flight Attendant will use sick time and may use vacation time during the statutory waiting period.

5. A Flight Attendant will retain and accrue seniority, longevity and all benefits, as if she/he were an active employee while on an OJI leave.

6. Light Duty

- a. The Company may require a Flight Attendant on an OJI to perform light duty. A Flight Attendant who performs light duty will not be required to spend more days in the month performing light duty than she/he would have flown. The Company will use the Flight Attendant's last three (3) months of active service to determine the average number of days off, using both G and O days.
- b. A Flight Attendant will not be required to travel more than fifty (50) miles from where she/he resides to perform the light duty assignment.
- c. A Flight Attendant shall be permitted to attend physician's visits and physical therapy during the day(s) in which she/he performs a light duty assignment. Such Flight Attendant shall attempt to schedule these visits so as to not conflict with the light duty assignment.
- d. A Flight Attendant performing light duty shall receive her/his minimum guarantee and shall retain and accrue seniority, longevity and all benefits.

I. EAP/Rehabilitation Leave

1. A Flight Attendant will not be disciplined for attending an alcohol or drug rehabilitation program. As part of the substance abuse rehabilitation, a Flight Attendant may be subject to follow up testing pursuant to FAA and Company policy.

2. At the request of the EAP Chairperson or MEC President, the Company shall grant a Flight Attendant a medical leave pursuant to this section. The EAP Chairperson or MEC President shall contact the Company to arrange this leave, subject to proper documentation.
3. Flight Attendants who have voluntarily come forward prior to having knowledge of the Company's decision to subject them to alcohol or drug testing will be provided with treatment and rehabilitation through AFA's EAP program. After having successfully completed a program the Flight Attendant shall be allowed to return to flying status. Flight Attendants who have received treatment and rehabilitation, and subsequently are found to have a substance abuse problem may be handled in accordance with Section 4. Grievance Procedures.

J. Military Leave

1. A military leave of absence requested by a Flight Attendant on the Company System Seniority List shall be granted pursuant to, and such Flight Attendant's right to return to employment, seniority and benefits shall be governed by, the Veterans Re-employment Rights Act (the "Act"), provided that such Flight Attendant satisfies the eligibility criteria set forth in the Act.
2. A Flight Attendant requesting a military leave of absence is required to provide the Company with a copy of his or her military orders and a written request for a leave of specific duration within four (4) days after receipt of said orders, provided that the Flight Attendant shall make every effort to provide the Company with at least thirty (30) days prior written notice of the leave request.
3. Flight Attendants must bid lines which will accommodate scheduled military commitments where possible. Although military leave is unpaid, a Flight Attendant may elect to collect any vacation pay to which he or she is entitled during the period of absence.

K. Medical Examination

1. A Flight Attendant may be required to undergo a medical examination if she/he appears to have a mental health or physical condition that may prevent the Flight Attendant from performing her/his Flight Attendant duties. Such requirement would be limited to once per six (6) month period unless there are reasonable grounds to believe the Flight Attendant is unable to perform her/his duties.
2. Medical examination or tests required by the Company shall be paid for by the Company.
3. If the Company is requesting the examination, it shall designate and approve a licensed physician to perform the medical examination. The Flight Attendant's personal physician may be considered by the Company.
4. All examining physicians shall inform the Company and Flight Attendant:
 - a. Whether the Flight Attendant is medically qualified to fly and perform her/his duties.
 - b. The nature of the illness or injury, where applicable law allows.
 - c. The estimated date of return to flight status.
5. If the Company or Flight Attendant has questions concerning the physician's findings, the Company or Flight Attendant may contact the physician, review any concerns and explain the Flight Attendant job requirements to ensure the physician's understanding.
6. Either the Company or the Flight Attendant may request a second opinion. The party requesting a second opinion will determine the physician and pay the associated expenses.

7. In the event the findings of the two (2) physicians differ, either party may request that the two previous physicians agree upon and appoint a third, qualified and disinterested physician, within fifteen (15) days for the purpose of making a further medical examination. The physician will make a further examination of the Flight Attendant in question and the case will be resolved based upon the physician's findings.
8. The cost of retaining the disinterested physician shall be borne equally by the Flight Attendant and the Company. Copies of the report of the disinterested physician shall be furnished to the Flight Attendant and to the Company.
9. A Flight Attendant removed from flight status and upon approved medical leave shall be returned to work by the Company upon written certification that the Flight Attendant's mental health or physical condition no longer prevents the Flight Attendant from performing his or her Flight Attendant duties.
10. Any medical information obtained as a result of a Company required medical examination shall be strictly confidential between the Human Resources Department, the physician and the Flight Attendant. (Flight Attendants may be required to sign a medical record release form.)
11. This section does not preclude any requirements by the Company's insurance administrators for additional medical examination and/or information related to benefit coverage eligibility and/or continuation.
12. Should it be determined that a Flight Attendant was inappropriately held out of service as a result of the medical examination requirements, the Flight Attendant would be paid retroactively for the time lost in an amount equal to what he or she ordinarily would have earned if his or her flight status had not been uninterrupted.

L. Personal Leave

A Flight Attendant may, upon proper application to the Company, be granted a leave of absence not to exceed thirty (30) days. Such leave may be extended with the approval of the Company for additional periods not to exceed thirty (30) days each. During a personal leave, a Flight Attendant will retain and accrue seniority and longevity.

M. General

1. Except as otherwise stated in this section, all leaves are on an unpaid basis.
2. Upon request of a Flight Attendant who is on a Medical Leave, the Company shall attempt to find other suitable employment within the Company provided she/he is qualified for such position. Such determination shall be in the sole discretion of the Company.
3. A Flight Attendant will notify the Company as soon as she/he expects to return to duty. A Flight Attendant on a Medical Leave shall provide the Company with a physician's note that certifies her/his fitness to return to duty.
4. Flight Attendants are encouraged to attend recurrent and other trainings while on a Leave. Flight Attendants may be required to provide a physician's note that she/he is medically able to perform the duties required in training. A Flight Attendant shall be paid for such training when she/he returns to duty.
5. At the end of an approved leave of absence, the Company will reinstate the Flight Attendant to the same job classification and base held prior to the commencement of the leave without any reduction in salary and benefits.
6. A Flight Attendant who has exhausted her/his Company paid insurance shall be offered COBRA. At a minimum, Company paid insurance shall continue through the end of the month in which the leave began.

N. Sick Time

1. A Flight Attendant shall accrue sick leave at the rate of one (1) day per month.
2. The purpose of sick leave is to allow a Flight Attendant to maintain her/his monthly income when unable to work because of sickness or injury. Unused sick leave accrual shall carry over from year to year.
3. Flight Attendants shall not be paid for unused sick leave upon termination or resignation.
4. If a Flight Attendant is unable to fly her/his trip(s) or sit standby due to illness or injury will be removed from her/his scheduled trip/standby and she/he will receive pay and credit at one twentieth of the guarantee for the day(s) she/he is unable to work and was scheduled to actually fly or was on Standby. A Flight Attendant who calls in sick during a trip shall receive credit for the portion of the trip flown (including pay credits) and will not have time deducted from her/his sick bank for that day. A Flight Attendant who calls in sick during the first half of the standby period will receive the standby credit and will have it deducted from her/his sick bank. A Flight Attendant who calls in sick during the second half of the standby period will receive credit for the entire standby period and will have half of the standby credit deducted from her/his sick bank. A Flight Attendant who does not have enough time in her/his sick bank shall have her/his guarantee reduced by one twentieth of the guarantee for each sick day or, in the case of standby, the standby credit or half the standby credit, whichever applies.
5. In the event a Flight Attendant is unable to perform her/his duties for an entire bid period, she/he shall be permitted to use all accumulated sick leave in her/his sick leave account to a maximum of sixty-five (65) hours per bid period.
6. A Flight Attendant shall accrue sick leave from the date of hire, but shall not be permitted to take sick leave until her/his

probationary period has ended.

7. A Flight Attendant will be returned to the schedule when she/he calls in "well" and ungrounds her/himself.
8. The Company may request verification of illness or injury of a Flight Attendant if the illness or injury has caused her/him to miss more than seven (7) days of work. The Company may also request verification if the Flight Attendant has called in sick more than three (3) times in the preceding six (6) months. Under no circumstances, shall a Flight Attendant be required to discuss the details or nature of her/his illness or disability. In no event shall Crew Scheduling question the nature of the illness or injury. If the Company believes that a Flight Attendant is abusing sick leave, such Flight Attendant may be required to provide a physician's statement at the Company's expense.
9. For personnel record keeping and pay purposes, a Flight Attendant shall not be considered to be on sick leave on the days she/he was not scheduled to be available for duty. This includes an O day.
10. Any Flight Attendant who calls in sick during the fourteen (14) day period prior to the effective date of her/his voluntary termination of employment will be required to provide a physician's statement detailing the reason for the sick call. The cost of obtaining this statement will be borne by the Flight Attendant. A Flight Attendant who does not provide a physician's statement will not be credited or compensated for trip(s) missed due to illness or injury within five (5) days of the sick call.
11. At the end of the year, A Flight Attendant who has more than sixty (60) sick days in her/his sick bank may convert some of or all of the number of days over sixty (60) into vacation days at a ratio of two (2) for one (1) (2 sick days is equal to 1 vacation day), with a maximum of four (4) additional vacation days. These will be added onto the primary or secondary vacation bid. A Flight Attendant may elect not to convert sick leave into vacation and continue to accumulate into her/his sick bank.

**SECTION 14
VACATION**

A. Vacation Accrual

During each calendar year every Flight Attendant shall accrue vacation, which shall be determined by the schedule set forth below. A Flight Attendant will only accrue vacation in a month that she/he is active for fifteen (15) or more days, unless specifically stated otherwise in this Agreement.

Vacation is accrued in one year to be used in the following year. Commencing with each January 1 of the year, accrued vacation becomes earned vacation to be taken in that year, unless otherwise specified in this Agreement.

Flight Attendant vacation accrual shall be no less favorable than any other employee or employee group. The current vacation accrual is as follows:

Length of Service	Length of Vacation in Days	Prorated Months
1 st Year	prorated	1.17 days per month or major portion thereof
2 nd year through the 9 th year	14 days	1.17 days per month or major portion thereof
10 th year and beyond	21 days	1.75 days per month or major portion thereof

B. Pay For Earned Vacation

1. While on vacation, a Flight Attendant shall receive pay and credit for 3.25 hours per vacation day, except that a Flight Attendant using twenty-one days of vacation in a month and is not scheduled to fly during that month shall receive her/his guarantee.

2. A Flight Attendant on vacation for the entire bid period shall not bid a line and shall receive the monthly guarantee.
3. Flight Attendants who are terminated or resign during their probationary period will not be entitled to vacation pay.
4. A Flight Attendant who leaves the employ of the Company and has completed her/his probationary period shall be paid for all vacation earned and not yet taken.
5. In the event of the death of a Flight Attendant, any unused earned and accrued vacation time will be paid to the Flight Attendant's estate or her/his beneficiary, if designated.
6. A Flight Attendant may request to cash out her/his vacation at 3.25 hours per vacation day. Such request will be in writing. The Company shall either approve or deny the request in writing. A Flight Attendant who wishes to cash out her/his vacation will submit the request prior to the close of the bids for the month in which the vacation was to occur.

C. The Use of Earned Vacation

1. The Company will post enough vacation periods so that each Flight Attendant/Purser may bid for all her/his vacation periods. Vacation bid packages will be distributed to each Flight Attendant by placing them into her/his V-file.
2. Vacation periods are classified as Primary or Secondary.
3. Flight Attendants will bid for one week of vacation in the Primary Bid. The Primary bid shall open no later than October 1 and shall remain open for a minimum of twenty (20) days. Primary vacation awards shall be posted by November 1.
4. Flight Attendants will bid for the remainder of her/his vacation periods in the Secondary Bid. The Secondary Bid package will be distributed no later than November 1 and shall remain open for a minimum of twenty (20) days. Secondary vacation awards

shall be posted by November 30.

5. Vacation bids will be awarded based on seniority, within the status (Purser/Flight Attendant) and domicile.
6. Every week of the year will be made available as a vacation week.
7. A Flight Attendant may bid all her/his vacation in the Primary Bid, provided she/he is bidding for consecutive weeks.
8. A Flight Attendant with more than seven (7) days of vacation may elect to divide her/his vacation. Flight Attendants electing to divide her/his vacation must bid the primary vacation as the full seven (7) day period. The secondary vacation will contain the remaining earned vacation day(s).
9. A Flight Attendant who fails to bid or who submits an insufficient bid during the Primary, will have the opportunity to bid for all of her/his vacation in the Secondary Bid. A Flight Attendant who fails to bid or who submits an insufficient bid in the Secondary Bid will have her/his vacation assigned by the Company after all other Flight Attendant vacations have been awarded.
10. A vacation period commences at 0001 local time on the first day of the vacation period and expires at 2400 local time on the last day of the period.
11. Upgrades who were awarded a vacation time frame in their previous position, must contact Crew Scheduling to reschedule their vacation, based upon available time slots in the new position.
12. For every seven (7) vacation days, if more than two (2) "O" or "G" days on the monthly bid, fall in a Flight Attendant's vacation period, the number of days exceeding two (2) will be taken out of the vacation period, and re-assigned to a different day(s) sometime during the same month by Crew Scheduling. Any vacation period totaling less than seven (7) days, will have the

loss of "O" or "G" days prorated.

13. Trips that conflict with a Flight Attendant's vacation period will drop from her/his schedule. A Flight Attendant will be placed on Standby Days for the day(s) of the original trip that fall outside the vacation block. At the Flight Attendants request and at the Company's option, the Flight Attendant may drop those Standby Day(s) and be free from duty on those day(s), but will have her/his guarantee reduced by 3.25 hours for each day. The Flight Attendant will provide her/his written request a minimum of one week prior to the vacation. The Flight Attendant may contact Crew Scheduling no sooner than forty-eight (48) hours after the request has been submitted for the Company's decision.
14. The vacation will subsequently appear on the awarded line of flying.

D. Vacation Trades

1. Vacation trades are permitted only between Flight Attendants of the same base and status. The Flight Attendant must submit their trade request in writing and shall also state that they have complied with paragraph 3 below.
2. A vacation trade request must be submitted to Crew Scheduling by the fifteenth of the month prior to the vacation month. (For example, the vacation period is June 14th. The trade must be submitted by May 15th)
3. All Flight Attendants of the same status and base that fall between the individuals requesting the trade must be contacted and agree to the vacation trades in writing. Contacting of the Flight Attendant will be the responsibility of the Flight Attendant making the trade request.
4. A Flight Attendant may trade her/his vacation period with an open vacation period(s). Trades with open vacation periods shall be awarded on a first come, first serve basis.

5. A Flight Attendant will be limited to three (3) vacation trades with open vacation periods per calendar year. Trades between Flight Attendants shall be unlimited.

E. Additional Vacation Due to Increased Staffing at a Domicile

Additional vacation blocks shall be added as necessitated by increased staffing. However, there shall be no bidding process required by the Company resulting from increased staffing at a domicile.

F. Vacation Cancellation

1. Should the Company need to cancel vacation, Vacation Buy Back must first be offered. The Company will offer Vacation Buy Back in seniority order to those Flight Attendants with vacation scheduled during the affected period. A Flight Attendant accepting Vacation Buy Back shall be paid an additional two (2) hours for each day of the vacation period, above guarantee.
2. If the Company determines vacation cancellations are still necessary after Vacation Buy Back has been offered they will cancel vacations in inverse seniority order, until the operational needs of the Company are met.
3. A Flight Attendant shall be given at least two (2) weeks notification of cancellation of her/his vacation. A Flight Attendant's vacation shall not be canceled for training purposes. The Company may cancel a Flight Attendant's vacation only once each calendar year.
4. A Flight Attendant whose vacation is canceled may at her/his option:
 - a. elect to reschedule such canceled vacation from open periods;
 - b. elect to reschedule such canceled vacation for any other period, with the mutual Agreement of the Company; or

- c. cash out the vacation for 3.25 per day for each vacation day, above the guarantee.

5. In the event the Company cancels a Flight Attendant's vacation and the Flight Attendant suffers a loss of a non-refundable deposit which the Flight Attendant has made in reliance on her/his scheduled vacation, the Company shall reimburse the Flight Attendant for such loss. Receipts for such loss must be presented to the Company for reimbursement, within two (2) months from the scheduled vacation period. The Company will be entitled to attempt to recover the deposits.
6. When the cancellation of vacations has created the need for additional vacation periods, the Company shall attempt to make available a corresponding number of vacations during that calendar year.
7. A Flight Attendant whose vacation has been canceled shall be rescheduled to the trip(s) that was dropped due to the vacation, if available, or shall be reassigned to Standby Days or another trip(s).

G. General

1. During a Flight Attendant's retirement year, she/he may accrue and carry over vacation from the previous year and will be paid the value of her/his last two (2) years of vacation as a lump sum upon retirement. The vacation shall be paid at the vacation daily rate of two and a half hours (2.5) per day, as long as the Flight Attendant notifies the Company of her/his impending retirement no later than the December 31 of the year preceding the year in which she/he is not going to use the vacation.
2. A Flight Attendant will not be required to attend meetings or training on the day(s) off surrounding her/his vacation. The Company shall reschedule the meeting/training day(s) for a Flight Attendant who is awarded a line during her/his vacation month that contains a meeting or training day on a day(s) off surrounding her/his vacation, unless it is recurrent training and

the Flight Attendant is in her/his grace month. In the event, the Flight Attendant is required to attend training, she/he shall have the day(s) off placed at the other end of the vacation. All other training or meetings may be rescheduled to take place on a day off or a Standby day.

3. At the request of the Union, the Company will establish a sick bank for a seriously ill Flight Attendant. Other Flight Attendants may donate a vacation day(s) to that bank.

SECTION 15 TRAINING

A. All Training

1. There shall be a curriculum of study and training prepared by the Company which shall be uniformly applied to all Flight Attendants.
2. Upon request of the Union, those Company management officials responsible for the training program will meet with the committee to review matters of concern or disputes which may have arisen concerning training.
3. Training Failures

A Flight Attendant who fails to pass a written, oral or hands-on test in training will, upon request, be granted no more than six (6) hours of additional instruction in those areas which she/he failed or other areas if she/he desires. This additional instruction shall be unpaid.
4. In the event the Company requires a training event for all Flight Attendants at a domicile the Company shall build training days into the bid lines, if known prior to bid distribution. If the training is not known prior to bid distribution, the Company and Union shall meet to discuss alternative methods.
5. A Flight Attendant shall be scheduled for no more than eleven (11) hours of training per day, including meal periods.
6. A Flight Attendant shall be provided positive space round trip transportation to training away from her/his domicile.
7. A Flight Attendant shall not be required to return from vacation or leave for any required training. A Flight Attendant will not be required to attend training on December 25, and/or January 1.

8. Classroom training shall not be scheduled between the hours of 0000 and 0500, unless necessary based on the availability of aircraft.
9. Subject to availability of classrooms, the Company shall use its best efforts to provide at least twelve (12) hours of rest and comply with maximum duty periods stated in this Agreement. For the purposes of maximum duty periods, a Flight Attendant shall be considered on duty during any time she/he is required to attend training. Deadheading to/from training will not add more than four (4) hours to such duty day.
10. It is the Company's responsibility to notify each Flight Attendant of the dates of the training sessions. Such information shall be published in the bid package. Training dates may be changed due to operational requirements. A Flight Attendant who is removed from a trip to accommodate training (other than training that has been published in the bid package) shall receive pay and credit for the trip. The times and location of training will be distributed to the Flight Attendants during the pre-check.

B. Recurrent Training

1. Every Flight Attendant must attend a recurrent class. Flight Attendants are subject to "grounding" if currency requirements are not met.
2. Flight Attendants will be required to attend recurrent training on the day(s) scheduled unless prior arrangements have been made to move the training day(s).
3. A Flight Attendant whose training falls on a G or an O day shall have those day(s) rescheduled in the same month. Scheduling will work with the Flight Attendant to determine the date(s) of the replacement G and O days. If no mutually acceptable date(s) can be reached, the Company will pick the replacement day(s).

4. A Flight Attendant who has not completed recurrent training by the end of her/his grace month will be pay protected if she/he was unable to attend recurrent training classes during her/his eligibility period because she/he was on vacation. Company encouraged leave or unable to be removed from the schedule. A Flight Attendant on a leave may attend recurrent training.
5. A Flight Attendant will be returned to the domicile no later than 1900 local time the day prior to a training day.

C. Home Study

Flight Attendants may be required to complete "home study" courses related to recurrent ground school and other subjects as may be required by the Company or the Federal Aviation Administration. The "home study" package will be distributed to Flight Attendants at least one month prior to their recurrent training date. A Flight Attendant will be given the "home study" earlier than the date provided herein if she/he requests. "Home study" for training other than recurrent will be distributed as soon as possible, but in no event less than one week prior to the training date.

D. Training Pay/Credit

Training pay/credit will be as outlined in Section 3. Compensation.

E. Check Rides and OE

Note: Operating Experience (OE) used herein means OE on a new aircraft type for current Flight Attendants, not new hire Flight Attendants.

1. In the event the Company begins operating a new aircraft type, OE days will be built into the bid lines, if required Flight Attendants will be notified of the specific trip information as soon as possible.
2. Only Purser (not Purser Qualified) may give OE to new hire Flight Attendants, no more than two (2) Flight Attendants at a time, unless the Purser agrees otherwise. Purser and/or Flight Attendants will not give check rides to incumbent Purser and/or

Flight Attendants, unless arrangements have been made between the Company and Union. A Purser Qualified Flight Attendant may assume the duties of OE if the Purser assigned the trip calls in sick downline.

3. Check Ride/OE Failures
 - a. A Flight Attendant who fails a check ride shall not receive a second check ride from the same person.
 - b. A Flight Attendant who fails any portion of the check ride will, upon request, be granted two (2) hours of additional training, prior to the second check ride.

F. Training Instructors

1. The Company may use Flight Attendants as Training Instructors.
2. A Flight Attendant Training Instructor may not bid a line if she/he would be unable to fly for seven (7) or more days in a bid month.
3. Compensation and work rules for Training Instructors will be determined by the Company, except that Training Instructors who are active for the entire month will receive no less than the guarantee.

G. Appearance

The Company policy regarding attire in training shall not prohibit jeans. A Flight Attendant attending training must be well groomed, but is not required to meet the appearance standards as if she/he was checking in for a trip and shall not be given an appearance check when attending training.

**SECTION 16
SAFETY AND HEALTH**

A. AFA Safety Committee

1. The Company shall recognize the AFA Safety and Health Committee.
2. The Company shall consider the recommendation of the Safety and Health Committee in all matters affecting the safety and health of the Flight Attendants. The Company shall also consider recommendations made that concern passenger safety and health.
3. The MEC Safety Chairperson or Union qualified designee shall be invited to attend Company-FAA emergency evacuation demonstrations or partial demonstration of airplanes that the Company plans to operate.
4. The Company shall use its best efforts to notify the MEC Safety Chairperson of any consideration in preparation for a decision to operate a new aircraft to its fleet not covered by this Agreement. Upon request, the Company shall meet and confer with the AFA Safety and Health Committee to discuss the parties interests and concerns for inflight safety and to allow the Union to review and comment on the proposed aircraft acquisition or changes to the cabin interior. This shall include discussions with the aircraft manufacturer at the Union's expense.
5. Upon request, the Company shall meet with the AFA Safety and Health Committee to address important issues.
6. Upon request, the Company shall provide the Committee Chairperson with information about all Flight Attendant On-The-Job Illness/Injury, including written reports. Contained in the report shall be the specific details of the injury/illness, permissible by law, and the aircraft number.

B. Emergency Response

- 1. The Company shall include the MEC President or designee and the MEC Air Safety Chairperson on the Company's emergency response plan call list and shall provide the Union with a copy of the Company's Emergency Response Manual.
- 2. The Company shall notify, as soon as possible, the MEC President or designee when a Flight Attendant has been seriously injured during the performance of his or her duties or has been a victim of a crewmember assault.
- 3. The Company shall notify the MEC President or designee as soon as possible of an incident or accident as defined by the NTSB.

C. Corporate Safety Committee

The Union may appoint one representative to the Company's Corporate Safety Committee. Such representative shall be invited to all meetings of the Safety Committee. Consideration will be given to any concerns of or recommendations made by the representative concerning the safety and health of Flight Attendants. The Company is not responsible for any scheduling conflicts.

D. Accident or Incident

- 1. A Flight Attendant shall, upon request, be released (with full pay and credit) from the remainder of his or her duty day if he or she has been involved in (a) an aircraft accident as defined by the NTSB, or (b) a serious incident onboard an aircraft operated by Miami Air involving any of the following:
 - a. serious injury to a Flight Attendant which prevents a Flight Attendant from performing his or her normal flight duties;
 - b. actual passenger evacuation involving the use of safety equipment;

- c. inflight fire onboard resulting in injuries to a Flight Attendant;
- d. a physical assault which results in injury, and requires the assistance of local or federal law enforcement officers;
- e. recognized rapid decompression resulting in the dropping of oxygen masks in the cabin;
- f. severe turbulence resulting in serious injury to a Flight Attendant or substantial interior damage.

- 2. If appropriate, the Flight Attendant will be positioned to his or her base as soon as possible following debrief of the situation, if necessary, and any required participation in an agency or law enforcement investigation. An AFA representative will be allowed to attend all such meetings.
- 3. Upon request of the MEC President or Safety Chairperson, AFA representatives will be released from duty to participate in the NTSB investigation. The cost of participation shall be borne by AFA.

E. Health

1. Crew Meals

- a. Flight Attendants on flights greater than one and a half hours (1.5) of block will be provided with a crew meal. Should the pilots agree to a different crew meal provision, that shall apply equally to Flight Attendants. The "me too" shall provide a minimum of a crew meal on flights greater than three (3) block hours. Should the pilots agree to a crew meal provision that is based on something other than block time, the Company and Union shall meet to determine the new crew meal program.

- b. Notwithstanding the provisions of 1. a., above, a Flight Attendant will receive at least one crew meal for every six (6) hours on duty that does not contain an actual break of at least one and a half (1:30) hours block to block. The primary contact person for obtaining a crew meal pursuant to this provision is the captain. If the situation remains unresolved, the Purser may contact Crew Scheduling to make arrangements. If a Flight Attendant is due a crew meal and arrangements have not been or are not able to be made the captain will be responsible for obtaining and paying for a crew meal.

2. Crew Rest

- a. Any duty day that is scheduled for or actually exceeds eight (8) consecutive "live" block hours will require rest for Flight Attendants.
- b. In the event all seats are occupied, the Flight Attendant rest seat shall be a cabin jumpseat.
- c. The Purser will coordinate with the other Flight Attendants to ensure such breaks do not lower the service standards.
- d. Should problems arise over the crew rest provision, the Company or the Union may request a meeting to discuss the problem.
- e. Company policy shall not prohibit taking a break or resting in that seat.
- f. Seats designated for the crew or company personnel will be so designated.

F. **General**

- 1. The Company shall notify Flight Attendants upon confirmation of any environmental hazard to which they may be exposed while

working for Miami Air.

- 2. The Company shall make every effort to standardize the configuration of safety or emergency equipment on each series of aircraft as appropriate, except when cabin structure changes are necessary.
- 3. The Company shall notify the MEC President or designee before initiating a major change in service or galley configuration.
- 4. Material Safety Data Sheets for all chemicals used to clean, disinfect, exterminate, seal or otherwise treat aircraft interiors shall be available to the Union for review upon request.
- 5. The Company will continue to maintain zero tolerance for assaults and/or interference involving crewmembers, in accordance with the Flight Attendant manual.
- 6. Flight Attendants involved in special military flights will be briefed to the extent possible of the expectations of the exercise.
- 7. If a bomb threat is received by the Company, a Flight Attendant shall not be required to perform a bomb search, other than in-flight, and shall not be required to remain on board an aircraft during such a search, as long as it does not conflict with any security directives.
- 8. The Company will notify the MEC President or designee as soon as possible upon receipt of information from the U.S. State Department and/or military regarding hostilities and/or political disruptions which may present a danger to the safety of Flight Attendants at stations into which they are required to fly.
- 9. A Flight Attendant will not be required to be on board an aircraft that is a pilot training flight.
- 10. A Flight Attendant will not be required to lift a non-ambulatory passenger.

11. The Company shall maintain a uniform combination that allows a Flight Attendant to wear flat shoes.
12. Flight Attendants will not be responsible for cleaning up emissions of passengers. For use during tidying, serving and picking up trash, a Flight Attendant will be provided with latex gloves. The Company will provide sterile wetnaps for use by Flight Attendants while on the aircraft.
13. Flight Attendants will only be required to work, ferry or deadhead on flights operated under F.A.R. Part 121, 135 or a certificated air carrier. Miami Air flights operated under Part 91 are exempt from this provision.
14. A Flight Attendant will not be required to remain onboard an aircraft that is undergoing a ground pressurization check.
15. Flight Attendants will not be required to carry any Company materials, other than uniforms, the manual and necessary forms while on an assignment. When commercialing, a Purser may store the forms in her/his checked luggage. Should the Purser be charged extra to check the bag or because of the weight of the bag, the Company will reimburse the Purser.
16. Money collected during the flights may be given to the cockpit crew at the end of the flight, if a member of the cockpit crew is willing to accept it. The Company will create a receipt to use in this transaction. Money collected inflight may also be turned in by the Flight Attendant pursuant to Section 6.D.4.
17. A Flight Attendant will walk a trash bag through the cabin to collect trash prior to the landing check on every passenger flight. A Flight Attendant will make a P/A announcement to inform the passengers of this effort. The P/A announcement will include a request for passengers to remove trash from the seatback pocket.

SECTION 17 BENEFITS

- A.
 1. The Company shall make available to Flight Attendants a benefits program that will allow a Flight Attendant to obtain Medical, Dental, Life, Cancer and Accident insurance.
 2. The benefit program provided to Flight Attendants shall be no less favorable in terms of coverage than those provided to all other Company employees or employee groups.
 3. Flight Attendants shall not pay more for insurance than any other Company employee or employee group.
 4. Coverage will begin on the first day of the month following ninety (90) days after her/his new hire graduation.
 5. All Flight Attendants are eligible to participate.
 6. Each Flight Attendant shall receive individual booklets discussing the different plans and the available options.
- B. Upon notification to AFA, the Company may make changes to or substitute another insurance carrier. Should any improvements and/or additions made available in the current policies be offered to other employee groups, the same improvements and/or additions shall given to the Flight Attendants.
- C. One representative from AFA shall be represented on the Company's 401(k) Committee.
- D. The Company shall maintain a 401(k) plan. In addition, the Company shall deposit the Flight Attendant contributions and the Company matching funds within fifteen (15) working days of payroll deductions. Company matching contributions shall be no less than those offered to any other Company employee or employee group.
- E. The Company will look into and attempt to provide a Flex Spending Account that allows for Flight Attendants to pay for insurance and health

costs using pre-tax dollars.

- F.** Upon request, the Company shall forward all benefit information (Summary Plan Descriptions, cost information, complete Plans, etc.) to the AFA International Office.
- G.** If the Company provides a retirement plan to any other employee or employee group, the same will be offered to Flight Attendants.
- H.** A Flight Attendant who attains the age of sixty-five (65) or older shall be eligible to retire. Should any other employee or employee group be allowed to retire at an earlier age, the same shall apply to Flight Attendants. This does not include the mandatory pilot retirement age.

SECTION 18 HOSTAGE BENEFITS

- A.** While the Company does not carry specific insurance for these improbable situations, it does recognize a responsibility for making arrangement and undertaking whatever discussions are necessary to secure the release and subsequent return of its working crewmembers home and to their families.
- B.** A Flight Attendant who is missing because of acts of terrorism or sabotage committed against such Flight Attendant while on duty or on a Company layover, will be paid the minimum monthly guarantee for a period of twelve consecutive (12) months after the disappearance or until death is established, whichever occurs first.
- C.** A Flight Attendant who is interned or taken prisoner or hostage as a consequence of terrorism or sabotage while on duty or paid layover will be paid the minimum monthly guarantee for the Flight Attendant's status for a period not to exceed twelve consecutive (12) months.
- D.** Flight Attendants will continue to maintain and accrue seniority and longevity for pay purposes during the periods outlined in paragraph 2. and 3. above.
- E.** A Flight Attendant who continues to be missing or held hostage as outlined in paragraph 2. or 3. above will receive an allotment for each dependant on file with the Company. A dependant will consist of each child under the age of (18) eighteen or full-time student under the age of (25) twenty-five. The allotment will consist of (500) five hundred dollars per month per dependent not to exceed the Flight Attendant's guarantee. This allotment shall apply for months (13) thirteen through (24) twenty-four, after the disappearance or until death is established, whichever occurs first.

**SECTION 19
FURLOUGH AND RECALL**

The Company shall notify the Union prior to official announcement and implementation of a furlough of Flight Attendants.

A. Voluntary Furlough Program (VF)

1. Prior to involuntarily furloughing, the Company shall offer Voluntary Furloughs (VF), by domicile, to Flight Attendants in an effort to avoid having to involuntarily furlough.
2. VF will be offered in a minimum of one (1) month increments at the base where the overstaffing occurs.
3. At the end of a VF, a Flight Attendant may request an extension or be returned to active duty if the Company is unable to grant the extension request.
4. VF bids will be placed in each Flight Attendant's V-file. The bid shall contain the bid closing and award dates and the number of specific VF's being offered. The bid will be posted for a minimum of fifteen (15) days and will be awarded a minimum of five (5) days after the bid closes. This bid may run concurrent with the notice required in B.2.
5. Flight Attendants on a VF who receive Company group health care benefits will continue to be covered until the end of the month in which the furlough is effective. At the end of the month, those employees who currently receive Company group health insurance will be entitled to retain those benefits at the Company's cost, for a period of two (2) months, payable by payroll deduction upon return from the VF. During this time, she/he will still make payments for her/his portion of the premium. After the completion of two (2) months, she/he will be converted to COBRA.
6. A Flight Attendant on VF will be issued a new Company ID with an expiration date. This date will be the date of the end of the

furlough or six (6) months, whichever is earlier.

7. A Flight Attendant on VF will retain and accrue seniority throughout the VF period and will retain and accrue longevity for the first two (2) years of the VF and retain thereafter.
8. A Flight Attendant on VF may elect to cash out her/his earned vacation at the time she/he elects to take the VF. She/he will continue to accrue vacation through the end of the calendar year in which the VF begins, up to a maximum of three (3) days and will be eligible to take that vacation upon her/his return.
9. Flight Attendants on a VF will be recalled after those on involuntary furlough. Upon return of all Flight Attendants on an involuntary furlough, Flight Attendants on VF will be recalled in inverse order of system seniority. Recall will be done in accordance with the provisions of C. below.
10. The Company will convert a Flight Attendant on VF to an involuntary furlough if she/he would have been involuntarily furloughed had she/he not taken a VF.

B. Involuntary Furlough

1. In the event of a furlough, a Flight Attendant will be furloughed in inverse order of seniority in the domicile where the overstaffing occurs. A Flight Attendant will receive confirmation by a form of delivery that provides a receipt at her/his last address on file with the Company.
2. The Company will provide twenty-one (21) days notification of furlough or pay in lieu thereof, except in case of emergency which include acts of God, a national emergency, acts of terrorism which affect the Company's operation, or a reduction in operations resulting from a decrease in available fuel supply caused by either governmental action or by commercial suppliers being unable to meet the Company's demands.

3. A Flight Attendant on involuntary furlough shall retain and accrue seniority and retain longevity for the duration of the furlough.
4. A Flight Attendant must provide the proper contact information to the appropriate Company personnel.
5. A Flight Attendant who is involuntarily furloughed who has completed three (3) years of service as a Flight Attendant with the Company will receive furlough pay, equivalent to the minimum monthly guarantee at her/his current pay rate. In the event the Company is unable to provide the twenty-one (21) day notice in B.2. above, a Flight Attendant entitled to furlough pay as provided for in this paragraph will not receive the pay in lieu of notice as provided for in B.2.
6. A Flight Attendant on an involuntary furlough will be paid out for her/his earned and unused vacation unless she/he notifies the Company that she/he wishes to retain her/his vacation. Payment shall be made by the Company at the time of furlough.
7. Flight Attendants furloughed by the Company who are not entitled to Furlough Pay in accordance with Paragraph 5. above, in addition to receiving payment for all earned and unused vacation time as specified in Paragraph 6. above, shall receive payment for the equivalent of twenty-five percent (25%) of their accrued vacation time at the time of their furlough. The remaining seventy-five percent (75%) of their accrued vacation time will be credited to them and available upon their return from furlough.
8. Flight Attendants furloughed by the Company who are entitled to Furlough Pay in accordance with Paragraph 5. above, in addition to receiving payment for all earned and unused vacation time as specified in Paragraph 6. above, will have one hundred percent (100%) of their accrued vacation time credited to them and available upon their return from furlough.
9. Flight Attendants on furlough who received Company group health care benefits prior to the furlough, will continue to be

covered until the end of the month in which the furlough is effective. At the end of the month, those employees who currently receive Company group health insurance will be entitled to retain those benefits at group rates by payment of premiums and execution of the appropriate forms (COBRA).

C. Recall

1. At the point which the Company determines more Flight Attendants are necessary, the involuntary furloughed Flight Attendants will be recalled first, in seniority order. Once all involuntarily furloughed Flight Attendants have been recalled, the VF Flight Attendants will be recalled in inverse seniority order.
2. A written recall notice shall be sent to each Flight Attendant entitled to recall by a form of delivery that provides a receipt, to the last address provided by the Flight Attendant. A furloughed flight attendant failing to notify the Company of his/her intention to return within ten (10) calendar days after receipt of notice of recall or who fails to return within twenty (21) calendar days after the notice has been sent, will be considered to have declined recall and resigned from the employment of the Company. It is the Flight Attendant's responsibility to keep the Company informed of her/his correct address, telephone number and E-mail address, if applicable, and provide coverage of her/his mail in case a recall notice is sent while he or she is away from her/his address. The Company will make an attempt to contact the Flight Attendant by telephone and E-mail at the time the recall is mailed to notify her/him of such recall.
3. A furloughed Flight Attendant who wishes to remain on furlough status may request to defer recall from the Company within seventy-two (72) hours from the time notified. If the Company determines that it is able to grant a deferral the Company will notify the Flight Attendant. Deferrals from furlough will be granted in order of system seniority, within their furlough status (involuntary furlough or voluntary furlough).

- 4. A Flight Attendant returning from furlough shall be placed on the payroll for a minimum of sixty (60) days, except in case of emergency which include acts of God, a national emergency, acts of terrorism which affect the Company's operation, or a reduction in operations resulting from a decrease in available fuel supply caused by either governmental action or by commercial suppliers being unable to meet the Company's demands.
- 5. A Flight Attendant, who is recalled and is unable to return to active duty due to a medical reason, may apply for medical leave. If the Flight Attendant was on a medical leave prior to the furlough, the time spent on medical leave at the time of the furlough shall be considered as time towards the maximum amount of medical leave. Medical certifications and proper documentation for a medical leave are required. All Medical Leaves of Absence will be administered in accordance with the Agreement and applicable laws in effect at the time of request.
- 6. A Flight Attendant who is furloughed prior to the completion of her/his probationary period shall be required to remain on probation until completion of the period after return to full-time active status.
- 7. A Flight Attendant on furlough shall retain recall rights for up to five (5) years from the date of furlough and thereafter shall be released from employment with Miami Air. She/he is eligible for rehire by the Company.
- D. A Flight Attendant on furlough is entitled to pass travel on Miami Air as if she/he were an active employee. The Company will provide a letter to furloughed Flight Attendants for eligibility under any interline agreement.

**SECTION 20
TIME OFF WITHOUT PAY**

- A. To assist with short term overstaffing in a domicile, the Company may offer Time Off Without Pay (TOWOP).
- B. The monthly bid sheet shall contain the option for "First Half TOWOP" and "Second Half TOWOP". A Flight Attendant wishing to take advantage of this provision shall bid for TOWOP on the bid sheet.
- C. A Flight Attendant may not be awarded a TOWOP bid more than eight (8) times within a rolling twelve (12) months.
- D. The Company will determine how many, if any, TOWOP positions are available for the month and award those positions in seniority order. Flight Attendants awarded TOWOP will receive Standby Days for the remaining portion of the month and her/his days off shall be prorated. She/he will be paid for half the monthly guarantee or her/his credit time, whichever is greater.
- E. A Flight Attendant is not eligible for TOWOP if she/he is scheduled for recurrent or any other FAA mandated training, during that half of the month.
- F. A Flight Attendant utilizing TOWOP shall retain and accrue seniority, longevity and benefits.
- G. If necessary, the Company may cancel TOWOP in inverse seniority order, as long as the month in which the TOWOP was to be taken has not yet started.
- H. Nothing herein shall preclude the Company from awarding individual leaves of absence as situations dictate.

**SECTION 21
MOVING EXPENSES**

A. The Company shall pay moving expenses under the following conditions:

1. A Flight Attendant is required by the Company to relocate to a new domicile.
2. Due to a reduction in schedule, staffing is being reduced at a domicile and a Flight Attendant exercises her/his bumping seniority rights to transfer to another domicile as provided in Section 22. Filling of Vacancies.

B. The Flight Attendant shall pay moving expenses under the following conditions:

1. A newly employed Flight Attendant is assigned to a domicile which causes her/him to relocate.
2. The move is a voluntary move (at request of Flight Attendant).

C. Reasonable moving expense paid by the Company shall be limited to the following:

1. One rental truck and gas.
2. Rental of pads and dolly.
3. Standard set of boxes.
4. When a personal automobile is used for moving a Flight Attendant will be reimbursed at the IRS maximum per mile using the most direct AAA mileage between domiciles. This mileage may be paid from a location other than from the domicile from which he/she is being transferred to any location within fifty (50) miles of her/his new domicile city. However, the Company's responsibility shall not exceed the cost of moving the Flight Attendant from the domicile from which he/she has transferred to her/his new domicile. If the Company increases the mileage

allowance for any other employee group, the Flight Attendants shall receive the increased allowance.

5. Actual meal expenses, for up to five (5) days, up to the IRS maximum amount.
6. Breaking of a lease, up to one thousand and two hundred fifty dollars (\$1,250).
7. All expenses must be verifiable by receipts.

D. When a Flight Attendant moves voluntarily, no expenses shall be allowed except for space available transportation and the movement of properly packaged household articles on a ferry flight. Any incidental expenses shall be borne by the Flight Attendant.

E. When the Company is required to pay moving expenses, nothing in this section is intended to prevent the Company and a Flight Attendant from agreeing to an amount to be paid to the Flight Attendant in lieu of the expenses set forth in C. above.

F. Nothing herein precludes the Company from improving the Moving Expenses because of a particular client.

SECTION 22
FILLING OF VACANCIES AND DISPLACEMENT

A. Permanent Vacancy

1. The Company shall institute a permanent bid system. Flight Attendants may submit a standing bid and shall have the right to change their standing bid anytime during the month.
2. In the event a vacancy occurs at an existing domicile, the Company shall award the opening to the senior Flight Attendant indicating a preference for the location of the vacancy based on her/his standing bid. Vacancies for existing domiciles shall be posted as soon as they are known, but in no event shall they be posted for less than twenty-one (21) days. The vacancy posting shall include the number and type of vacancies to be filled, the domicile, moving expenses in accordance with A.10., the closing and award date of the bid and the date in which it is to become effective. The standing bid on file at the time the vacancy bid closes shall be used for awarding the vacancy. The bid will be awarded and posted no later than seven (7) days from the date it closed.
3. The Company will post permanent vacancies for new domiciles as far in advance as possible, but not less than thirty (30) days. During the thirty-(30) day posting time, a Flight Attendant will have the opportunity to amend her/his standing bid in order to bid for the new domicile. The vacancy posting shall include the number and type of vacancies to be filled, the domicile, moving expenses in accordance with A.10., the closing and award date of the bid and the date in which it is to become effective. Awards will be posted no later than seven (7) days after the close of the bidding for the vacancies.
4. All lateral awards will be based on seniority. (i.e. Purser vacancy to Purser vacancy, Flight Attendant vacancy to Flight Attendant vacancy).

5. Flight Attendants transferring bases and new hire Flight Attendants shall complete a base freeze of eight (8) months.
6. A Flight Attendant may swap bases with another Flight Attendant, regardless of whether or not they are completing a base freeze. All base swaps will be lateral. (i.e. Purser position to Purser position, Flight Attendant position to Flight Attendant position) All Base swaps will be submitted in writing to the Inflight Department on Company forms.
7. A new hire Flight Attendant will be assigned a base after all transfer bids have been awarded for that bid period.
8. A Flight Attendant voluntarily transferring to a new base will have eight-(8) consecutive settling days for the purpose of settling, prior to the effective date of the transfer. Six (6) of the settling days may be G days.
9. A Flight Attendant who transfers from one base to another shall carryover her/his vacation days and award, if the operation permits. If a Flight Attendant is unable to carry over her/his vacation award, she/he will have the opportunity to cash out the vacation or transfer the vacation to an open week. A Flight Attendant who transfers bases from September through December may carryover her/his vacation to the next year if her/his original vacation week cannot be accommodated or the open weeks do not suit the Flight Attendant.
10. A Flight Attendant who transfers to a new domicile may receive moving expenses in the following circumstance. In the event a Company customer as a matter of contract provides for the reimbursement of moving expenses for any flight crewmember, Flight Attendants shall receive equal reimbursement.

B. Displacement

1. When a domicile is downsized or closes or a Flight Attendant is bumped out of her/his base due to a furlough, the affected Flight Attendants may bump into any domicile using her/his system

seniority.

2. Notification of a downsize or base closure shall be made to the Union and the affected Flight Attendants as soon as it is known to the Company, but no later than thirty (30) days prior to the effective date.
3. A displaced Flight Attendant shall receive Moving Expenses in accordance with Section 21. Moving Expenses.

C. Temporary Duty Assignments

1. A vacancy of one hundred and eighty (180) days or less shall be considered a temporary vacancy (TDY). The Company may request an extension of the above time limitation.
2. A TDY can occur at an existing domicile or a place where there is not a domicile.
3. TDY assignments that are less than a bid month will not require a bid.
4. TDY assignments will be bid for and awarded using seniority at the domicile where the Company posts the bid. Nothing herein shall preclude a Flight Attendant already on a TDY to continue bidding for that or other TDY locations.
5. TDY shall be posted and awarded in conjunction with the monthly bid. The bid shall contain the information about the assignment and the closing and award date.
6. A Flight Attendant who is scheduled for vacation during a TDY assignment must reschedule her/his vacation, provided there is a slot available. A Flight Attendant may elect to have her/his vacation cashed out in this instance. Nothing herein shall preclude the Company and Flight Attendant from agreeing to accommodate the vacation at the TDY location or domicile at the same or different time.

7. Flight Attendants assigned a TDY will bid for a schedule as if she/he were based at that location, using her/his seniority.
8. If an insufficient number of Flight Attendants bid for the TDY, the Company may junior assign for the position. No Flight Attendant will be junior assigned a TDY for more than one consecutive month.
9. All travel to and from a TDY assignment will be made on a workday. In the event the Company is unable to transport a Flight Attendant to or from a TDY on a schedule day of work, and such Flight Attendant will be at her/his option either take day-off pay or another day off. A Flight Attendant selecting another day off shall work with the Company in scheduling the compensatory day off.
10. A Flight Attendant filling a TDY will be provided with accommodations and expenses for the entire period of such assignment in accordance with Section 9. Travel Expenses.
11. Days off at the TDY location shall be considered days off as provided for in this Agreement.

D. Bid Posting and Award

1. All bids and awards will be posted by placing the bid in each Flight Attendant's V-file.
2. A Flight Attendant may bid by placing the bid sheet into the bid box in each domicile, fax the bid to the Company (verifying receipt by phone call) or by email.

E. Dedicated Crew

1. The company will post dedicated crew vacancies in accordance with this Section. The posting will also include the duration and specific information associated with the position.

2. The dedicated crew positions will be awarded in seniority order.
3. Once awarded, positions associated with this posting shall take priority over any other flying that is or may be bid, awarded or assigned.
4. If a client requires to interview interested Flight Attendants for dedicated positions the interview process will include a staff member from the Company Human Resource department to ensure compliance with all applicable Federal, State and Local Laws. Positions will be awarded in seniority order from the candidate(s) who successfully complete the interview process. The Company will ensure that all bidding Flight Attendants senior to the most junior Flight Attendant selected will have had an opportunity to be interviewed.
5. Upon request of the MEC President/Designee, the Vice President of Operations shall provide written verification of a contractual requirement for a dedicated crew, to include a redacted copy of the client contract where not prohibited by a confidentiality agreement. The AFA agrees to execute a confidentiality agreement with the company in order to view certain contractual provisions if necessary.

SECTION 23 UNIFORMS

- A.
 1. A Flight Attendant shall wear the complete regulation uniform while on duty and comply with the guidelines required by the Company. The uniform shall be worn as prescribed in the Flight Attendant Manual, except for limited exceptions granted by Miami Air management. The Flight Attendant is responsible for keeping the uniform clean, pressed, well fitted and in good repair.
 2. Notwithstanding O., below, uniform pieces which are purchased by or given to Flight Attendants will be new, with tags.
 3. The uniform vests, short and/or long, may be worn during the life of this Agreement with the approval of Inflight management.
- B. **Uniform Change**
 1. In the event it is decided the uniform will change, for any reason, the Company shall pay the total (100%) purchase price of the changeover uniform for all Flight Attendants. In the event a uniform change is required, the Company will consult with the Union prior to implementing such a change. During these discussions, the Union and the Company will determine the best manner in which to implement the changeover and the uniform pieces the Company will be required to purchase.
 2. In the event the Company decides to add an item to the Uniform, such item will be purchased by the Company. For example, the Company decides Flight Attendants must wear a specific belt, that belt will be purchased by the Company.
 3. In the event of a uniform change, the Company shall reimburse a Flight Attendant for the cost of altering those new uniform pieces if alterations are not paid for by the Company. To receive reimbursement for alterations, the Flight Attendant must submit a receipt(s) to the Company.

C. Minimum Uniform Items

Female:

Four (4) shirts (short/long sleeved and the option for a shirt that is not white)

Two (2) skirts/pants

One (1) blazer

Two (2) serving aprons

One (1) scarf

One (1) vest

One set of wing/name bar

(As an option, a Flight Attendant may substitute a uniform dress, with long or short sleeves, in lieu of one skirt/pant and two shirts)

Male:

Four (4) shirts (short/long sleeved)

Two (2) pants

One (1) tie

Two (2) serving aprons

One (1) blazer

One (1) vest

One (1) set of wings/name bar

D. Optional Items

Optional or additional uniform items may be purchased by a Flight Attendant at the Company's actual cost from the Company's approved vendor. Payment for these items shall be either in cash or payroll deduction. If payroll deduction is used, deductions shall not exceed twenty-dollars per paycheck and the owed balance shall not exceed two hundred dollars (\$200).

E. In the event the Company supplies a second set of wings or name bar, the second set must be returned to the Company when a Flight Attendant leaves her/his position. A Flight Attendant whose name bar/purser bar and/or wings are no longer in good condition will have those items replaced at no cost.

F. New Hires

A new hire Flight Attendant shall be required to purchase the minimum uniform, as described in C. above. New hire Flight Attendants may also purchase additional or optional uniform pieces at this time. The first two weeks of training pay that a new hire Flight Attendant is to receive will be applied towards the initial uniform purchase. If a Flight Attendant utilizes payroll deduction, the minimum uniform, as well as any additional or optional pieces shall be paid in full by the end of her/his first twelve (12) months of service.. The maximum total payroll deduction is not to exceed four hundred eighty dollars (\$480)

G. Uniform Credit

After each Flight Attendant completes recurrent training, she/he will be credited with one hundred dollars (\$100) to purchase replacement uniform pieces, approved optional items or other approved items, at a Company designated uniform vendor. The aforementioned credit will be available for a period of twenty-four (24) months.

H. Cleaning Allowance

The Company shall make its best effort to contract with a cleaning company within a 5 mile radius of Company headquarters or any other domicile to provide uniform cleaning services to Flight Attendants at a discount.

I. Union Insignia

If a Flight Attendant so chooses, she/he may wear the official AFA insignia in one of the following areas:

1. The right side of the blazer, sweater jacket or dress;
2. On the uniform blouse collar or centered on the blouse tab;
3. As a tie tac.

J. Uniform Regulation

1. The uniform must be worn in a manner prescribed by the Company prior to reporting for duty at the airport and while leaving the airport at the end of a duty day and at such other times as authorized or required by the Company, except for deadhead, ferry and/or commercial flight, as outlined in Section 7. Scheduling. A Flight Attendant who chooses to wear the uniform for a deadhead, ferry or commercial flight must wear the complete uniform.
2. The Company reserves the right to require a Flight Attendant to replace or discontinue wearing a uniform item that does not appear to be in good condition.
3. Flight Attendants are required to return any Company-purchased uniform items.

K. The Company shall consult with the Union before selecting new or replacement basic uniform style or items. The Miami Air uniform shall be professional and business-like.

L. All monies owed to the Company for uniforms may be deducted from a Flight Attendant's final paycheck.

M. All Flight Attendants hired before the Date of Signing of this Agreement may wear any long black winter coat or trenchcoat. Such coat may be wool and must be approved by Inflight management.

N. Accessories, such as the belt, shoes, purse, gloves, hat, scarf or luggage shall be black.

O. When entering into a subservice scenario, the Company shall request that the Flight Attendants wear their Miami Air uniform. Nothing herein shall preclude the Company from supplying the Flight Attendants with accessories from the other airline, at no cost to the Flight Attendants. Should the other airline insist that the Miami Air Flight Attendants wear their uniform, the uniform will be supplied to the Miami Air Flight Attendants at no cost. If the flying is not being done as a TDY or

dedicated crew, the uniforms will be supplied to Flight Attendants with dry cleaning tags, except that the shirts and hats will be new. It is understood that female Flight Attendants will have the option of wearing pants while working on the subservice.

**SECTION 24
SPECIAL PROGRAMS**

A. Purser

1. The Company will post openings for Purser.
2. Normally, a Flight Attendant will be eligible to apply for Purser in writing, once she/he has completed one (1) year of service with the Company. Normally, a Flight Attendant with previous Flight Attendant experience may apply for Purser in writing, once she/he has completed six (6) months of service with the Company.
3. To apply for Purser, a Flight Attendant must send a letter of intent to Inflight. Flight Attendants will receive a training date and in class, will be given a Purser Upgrade Packet. To upgrade to Purser, a Flight Attendant must successfully complete the training and get evaluations/recommendations from three (3) different Pursers. Once the successful evaluations have been turned in to the Company, a Flight Attendant will be awarded a Purser position, in seniority order, when the Company determines that it needs additional Purser(s).
4. The criteria used in the evaluation forms and the training standards a Purser candidate must meet shall be determined by the Company.
5. Purser pay will be as outlined in Section 3. Compensation.
6. Replacement Pursers
 - a. Purser recurrent shall be included in all recurrent classes. The Company will notify the Union of any deviations from this provision.
 - b. A Flight Attendant who has completed her/his first recurrent training but who is not a Purser shall be considered Purser Qualified.

- c. The Company shall use the following method for contacting a replacement Purser at the domicile:
 - i. Assign the trip to a Purser on Standby for the entire duration of the trip,
 - ii. Contact Pursers who have a combination of Standby day(s) and/or G day(s), that covers the entire duration of the trip, in seniority order, except that Pursers with the most Standby days and the least amount of G days will be contacted first,
 - iii. Replace the Purser as if she/he was a Flight Attendant, giving preference to a Flight Attendant awaiting an upgrade to Purser. If the trip is assigned to a PQ who is not awaiting an upgrade, the crew will then decide, in seniority among those who are Purser Qualified, who will fill the purser position.
7. When a replacement Purser is necessary in a downline situation, the Company shall determine if they are going to replace her/him by a Purser from the domicile or utilize an existing crew member on the trip. If the Company decides to replace the Purser from the domicile, the provisions of 5.c. above shall apply. If it decided to utilize an existing crew member, the crew will decide, in seniority order among those who are Purser Qualified, who will fill the Purser position. Nothing herein shall preclude the Company from replacing a Purser in a downline situation by reassigning another Purser to the trip.
8. Purser Qualified Flight Attendants fulfilling the position of Purser shall be paid on a trip by trip basis as if she/he was a Purser with her/his current longevity.
9. A Purser may downgrade to Flight Attendant, upon written application, when a new Purser upgrade candidate has

completed the upgrade process.

B. Language Qualified

1. The Company may designate certain trips as Language Qualified (LQ) trips. The specific language will be designated on the trip. This LQ designation will be made for the native language spoken in either the destination or the origin city or if it is requested by the party chartering the aircraft because it is the language spoken by the passengers.
2. LQ trips will be denoted on the bid line, if known at the time. Lines with an LQ trip shall be awarded as any other line.
3. An LQ Purser/Flight Attendant who bids for and is awarded a line with an LQ trip which requires her/his language will be paid fifty dollars (\$50), regardless of whether she/he actually flies the trip. If more LQ Purser/Flight Attendants than are designated on the trip are awarded the line, the LQ pay shall go to the most senior LQ Purser/Flight Attendants. For example, two LQ's are needed and three LQ are actually awarded the line. The two most senior LQ's are paid as LQ's.
4. Notwithstanding 3. above, an LQ Purser/Flight Attendant shall receive fifty dollars (\$50) for every trip she/he flies as a designated LQ.
5. LQ trips will be placed into Open Time for LQ Purser/Flight Attendants who speak that language to pick up or trade on first come first serve basis. To accommodate an LQ trip, upon request of the LQ Purser/Flight Attendant, the Company may adjust her/his schedule for the month, if required.
6. If no LQ Purser/Flight Attendant picks up or trades for the trip, it will be assigned to a Standby LQ who speaks that language, if available and on Standby for the entire duration of the trip. If there is no Standby available, the Company shall call the LQ's who speak that language and offer it to her/him, in seniority order, based on the number of Standby and G days she/he has

on her/his schedule. For example, there is a 3 day LQ trip that needs to be covered. There are two LQ's who have 2 days of Standby and 1 G day. The trip is first offered to the most senior, then to the more junior. If neither accepts the Company shall call an LQ who has 1 Standby day and 2 G days, and so on. LQ's shall not be required to give up a G day to accept the trip.

7. If no LQ is assigned the trip pursuant to 5. above, an LQ will be reassigned from her/his existing schedule. The trip will be reassigned to the most junior LQ who is scheduled to fly a trip or who has a combination of trip days and Standby days that is equal to or more than the LQ trip. In addition to the language pay in 3. above, such Flight Attendant shall receive the greater of the original trip and Standby day(s) credit or the rescheduled trip's credit.
8. If all positions on the aircraft are already filled, the LQ position may be assigned as an Additional Crew Member (ACM), at the Company's discretion. If it is not assigned as an ACM, a Flight Attendant shall be removed from the trip. A Flight Attendant being bumped under this circumstance shall receive pay and credit for the original trip or trip flown, whichever is greater. The decision as to which Flight Attendant will be removed from the trip shall be determined by the crew, in seniority order. A Flight Attendant removed from a trip shall be placed on Standby for the day(s) of the original trip or be assigned an Open Time trip.
9. A Flight Attendant may be listed as a language speaker, in accordance with Company standards. A Flight Attendant who wishes to be removed from the list shall notify Inflight of her/his intent in writing. She/he will remain active on the LQ list until a new Flight Attendant has been hired that speaks that language or an existing Flight Attendant becomes Language Qualified for that language.
10. The term "LQ" used in this subsection shall mean either a Purser or Flight Attendant.

11. No Flight Attendant shall be disciplined for failing to speak another language on a flight where she/he is not a designated LQ.

C. Management Flying

1. Inflight management may fly as a Flight Attendant to prevent the cancellation of a flight, once the Company has exhausted all normal Flight Attendant replacement procedures.
2. In addition to the flying permitted under this subsection, Inflight managers may fly a total of fifty (50) days per year under the following rules:
 - a. She/he may not bump a Flight Attendant from the trip,
 - b. The Flight Attendant who would have otherwise been assigned the trip shall receive the credit as if she/he flew the trip, or the greater of, if she/he flies another trip, this includes G day pay, if applicable, the G day would then be converted to a Standby day,
 - c. The trip may not be assigned to an Inflight manager more than twenty-four (24) hours prior to the trip's check in time,
 - d. No trip may exceed seven (7) days in duration,
 - e. The Company shall notify the Union when a member of Inflight management works onboard as a Flight Attendant.
3. Inflight management may checkride Flight Attendants. During such checkrides, she/he will not be part of the working crew.
4. Nothing herein precludes an Inflight manager from observing or instructing the crew, inflight. An Inflight manager may sit in a Flight Attendant jumpseat or passenger seat when onboard as an observer.

5. Inflight management may be assigned to flights going into/out of a hostile environment.
6. Such Inflight management personnel will be assigned the position leftover after the crew has chosen positions. *Note - originally in 1. above*

D. Catering Representatives

1. Flight Attendants will have the opportunity to apply for Catering Rep positions.
2. A Flight Attendant who is selected to be a Catering Rep will retain and accrue Flight Attendant seniority and longevity while serving as a Catering Rep.
3. Flight Attendant Catering Reps will not bid for a line while serving as a Catering Rep. A Flight Attendants whose Catering Rep position is scheduled to begin/end during the month will be given a line with pro-rated Standby Days.
4. Flight Attendant Catering Reps may not fly as Flight Attendants while serving as a Catering Rep, unless to replace an unavailable Flight Attendant in a downline station only.
5. Compensation and work rules for Catering Reps will be determined by the Company.

E. Supernumerary

1. In the event a Miami Air flight is being operated by another carrier, the Company may assign at least one Flight Attendant to serve as a Supernumerary.
2. Supernumerary positions will be bid for during the monthly bid, if known. Supernumerary positions on an ad-hoc flight will be assigned in accordance with Section 7. Scheduling.

**SECTION 25
GENERAL**

3. Flight Attendants will receive full pay and credit, as if she/he were on a Miami Air flight.

F. Cleaning

1. In the event there is no cleaning service at a particular airport, a Flight Attendant may volunteer to clean the aircraft.
2. Prior to cleaning the cabin, the Purser will get approval from the Company via the captain.
3. The Purser will complete the Cleaning Form and turn it into Inflight to ensure the Flight Attendants are correctly compensated. Those who volunteer to clean will receive the stipend on the following pay period. The lack of a signature by the captain will not delay or prohibit the payment of the cleaning stipend.

G. Recruiting

1. Flight Attendants may volunteer to assist in Open Houses for prospective Flight Attendants.
2. A Flight Attendant assisting with recruiting will receive three and a half (3.5) hours of credit, towards the guarantee for each day, and will be released from all duty for the remainder of the calendar day upon completion of the Open House.
3. A Flight Attendant may assist with recruiting on a day off.

A. Personnel Files and Discipline

1.
 - a. Upon three (3) business day notice, a Flight Attendant shall be allowed to inspect and copy, at a Flight Attendant's expense, all documents in her/his file(s). Notice may be served via email to Human Resource's general email address, in person or personal contact by phone. A Flight Attendant who copies her/his background check may be charged for a portion of the cost the Company incurred to conduct the check.
 - b. The three (3) business day notice requirement will be reduced to two (2) business days notice if the Flight Attendant is being investigated for disciplinary reasons, is being disciplined or a grievance has been filed on behalf of the Flight Attendant. There shall be no notice requirement if the Flight Attendant has been given less than two (2) days notice of a meeting.
2. The Flight Attendant will be notified before any critical or unfavorable material is placed in her/his file. Items to be placed in a personnel file shall be done in a timely manner.
3. Any derogatory material or disciplinary action against a Flight Attendant shall be removed from the file two (2) years after its date of issuance, unless it involves an incident of the similar nature, in which case it will be removed two (2) years after the most recent incident occurred.
4. Complaint Letter or Report

A complaint letter or report will not be placed in a Flight Attendant's file unless:
 - a. The Flight Attendant is clearly identified in the letter.

- b. The alleged misconduct or disservice was something over which the Flight Attendant had control. The alleged misconduct or disservice was not related to the enforcement of F.A.R.'s in a reasonable and professional manner.
- c. The letter is reviewed with the Flight Attendant and she/he is afforded the opportunity to add her/his comments to the letter.
- d. The name of the person writing such a report or letter is identified.

Nothing herein precludes a Flight Attendant from filing a grievance over the complaint letter.

- 5. The Company will send a copy of all discipline, potential discipline notices or unfavorable material that is being placed into a Flight Attendant's file to the MEC President or her/his designee.
- 6. Removal from the Schedule

A Flight Attendant may be removed from the schedule pending disciplinary action for a serious infraction. A Flight Attendant removed from the schedule pending disciplinary action shall be allowed to bid.

A Flight Attendant who is removed from the schedule pending an investigation shall receive all pay and credit as if the removal had not occurred. Should the delay exceed seventy-two (72) hours due to the lack of a Union representative, a Flight Attendant's pay and credit will be suspended until the meeting takes place. A Flight Attendant's guarantee will not be reduced during this time.

- 7. Removal from a Trip
- The decision of whether or not to remove a Flight Attendant from

a trip and have her/him sent back to domicile for disciplinary reasons shall be made by a member of Inflight, Operations or Human Resources management. No Flight Attendant shall be removed from a trip except for a serious infraction.

A Flight Attendant who is removed from a trip pending an investigation shall receive all pay and credit as if the removal had not occurred. Should the delay exceed seventy-two (72) hours due to the lack of a Union representative, a Flight Attendant's pay and credit will be suspended until the meeting takes place. A Flight Attendant's guarantee will not be reduced during this time.

- 8. Flight Attendants have the right to Union representation at any time during an investigation and hearing that may result in discipline. Meetings and hearings will be delayed at the request of the Union. Such delay will not exceed seven (7) days.

B. Passes and Reduced Rate Travel

At the request of the Flight Attendant the Company will provide a letter that verifies employment to assist the Flight Attendants in obtaining passes. Should any Company employee be given interline pass benefits, those benefits will apply to Flight Attendants.

C. Equal Employment Opportunity Clause

It is mutually understood and agreed that the Collective Bargaining Agreement and terms and conditions thereof apply equally to all Flight Attendants in accordance with applicable federal and state laws. The Company will not discriminate because of Union activity, sexual orientation, race, age, color, religion, gender, military status, marital status, handicap, or national origin.

- D. It is recognized that Flight Attendants have a responsibility to exercise reasonable prudence in safeguarding Company property entrusted to them, however, Flight Attendants will not be held liable except when culpable negligence is indicated.

E. All orders to Flight Attendants involving a change in domicile, transfer, furloughs, recalls, and leaves of absence shall be stated in writing.

F. Publication of Agreement

The Company and the Union shall bear equally the cost of providing copies of this collective bargaining Agreement for distribution to Flight Attendants. The Union shall be responsible for the publication of the Agreement and will bill the Company for its share once printing is complete.

G. Flight Attendants shall have her/his paychecks direct deposited. Flight Attendants based in MIA will have the option of having their check stubs placed in their V-files or made available through electronic means. Non-MIA based Flight Attendants will have their check stub mailed to her/his home, placed in her/his V-file or be made available through electronic means.

H. Savings Clause

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part of provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

I. Flights into a Hostile Environment

It is understood that the U.S. military is, at times, a major client of the Company's. The Company shall maintain a list of volunteers who are comfortable working flights into and out of hostile environments. Such flying will be denoted in the bid package and will be flown by the Flight Attendants awarded the line. When determining who will be assigned a flight that was not denoted in the bid package, the Company shall first attempt to cover the flying with volunteers. It is understood that a downline reassignment may possibly occur and non-volunteers may be required to work such flights.

J. V-file

The Company will provide V-file mailboxes for Flight Attendants at each domicile, if space is available.

K. Flight Attendants will not provide sub-service for an airline whose employees are on strike.

L. Should the DOT require that cameras be placed in the cabin, those cameras will be used for security purposes only.

M. The Company shall provide free office space to AFA at Company headquarters, if space is provided to another labor group.

N. The Company shall maintain a list of Flight Attendants who are willing to work on flights where passengers are allowed to smoke. Such flying shall be denoted in the bid package and shall be flown by the Flight Attendants awarded the line. Flights that are not denoted in the bid package will be assigned to Flight Attendants on the volunteer list. Should the assignment occur in a downline situation, it is possible that Flight Attendants who are not on the list be required to work a smoking flight. No Flight Attendant shall be required to work on a smoking flight if she/he has a medical condition which would be aggravated by doing so. Documentation of such medical condition may be required prior to the assignment being made.

O. The Company shall maintain a list of Flight Attendants who are willing to work on flights where the passengers are prisoners. Such flying shall be denoted in the bid package and flown by the Flight Attendants awarded the line. Flights that are not denoted in the bid package shall be assigned to Flight Attendants on the volunteer list. Should the assignment occur in a downline situation, it is possible that Flight Attendants who are not on the list be required to work the prisoner flight.

P. The Company shall maintain a list of Flight Attendants who are willing to work on flights where passengers are not required to remain clothed. Such flying shall be denoted in the bid package and shall be flown by the Flight Attendants awarded the line. Flights that are not denoted in the bid package shall be assigned to Flight Attendants willing to work such flights.

Q. A Flight Attendant will not be disciplined for weight related matters. However, a Flight Attendant must be able to exit the aircraft through the over-wing exit and perform other safety related matters in an expeditious manner.

R. Drug Testing and Alcohol Testing Agreed

1. A Flight Attendant shall submit to a drug test as required by the regulations issued by the Department of Transportation (DOT).
2. A Flight Attendant may be required to submit to a reasonable suspicion non-DOT drug test, if it is determined by the Company that her/his behavior is reasonably suspicious and that a drug test would be prudent. Such test will be conducted using rules and regulations that are no less stringent than the DOT rules, including the chain of custody and the testing facility. The manner of the test shall be conducted pursuant to the DOT regulations.
3. The cost of testing the split sample shall be borne by the Company if the outcome of the split sample is negative.
4. The Company acknowledges that circumstances may arise where drug tests are unreasonably delayed and could affect the Flight Attendant's duty period the following day. The Company will review these situations on a case-by-case basis after receiving relevant information from the drug testing facility.
5. A Flight Attendant shall submit to an alcohol test as required by the regulations issued by the Department of Transportation.
6. A Flight Attendant may be required to submit to a reasonable suspicion non-DOT alcohol test, if it is determined by the Company that her/his behavior is reasonably suspicious and that an alcohol test would be prudent. Such test will be conducted using rules and regulations that are no less stringent than the DOT rules, including the testing facility. The manner of the test shall be conducted pursuant to the DOT regulations.

7. The Company shall not prohibit a Flight Attendant from submitting to an alcohol test in the presence of a witness, as long as such request would not cause a delay in the administration of the test or the Company's operation.

8. The Company shall reimburse actual taxi expenses for a Flight Attendant who was required to travel off-site for a drug or alcohol test conducted outside of Miami.

S. A Flight Attendant taking a commercial flight may check her/his luggage at her/his option unless she/he is commercialing into a live leg during that duty period. She/he shall not be required to carry-on the uniform or manual.

T. Contact with the Company while Overseas

It may be necessary for a Flight Attendant or entire crew to contact the Company regarding Company business while overseas on a trip. Should the matter concern the entire crew, it shall be the Purser's responsibility to handle the issue. Normally, this will be done through the Captain if she/he is available in a timely manner and willing to participate, if not the Purser will contact the Company via collect call. If the matter involves a specific Flight Attendant, she/he may contact the Company via collect call, if the Captain is not available in a timely manner or unwilling to participate.

**SECTION 26
MANAGEMENT RIGHTS**

Except as expressly restricted by this Agreement, the Company retains all authority and rights to manage its operations and direct its Flight Attendant workforce. Such rights include, without limitations, the right to hire, to establish and, from time to time, amend, suspend or revoke rules, regulations and procedures; to determine qualifications for initial employment, continued employment and upgrading or other promotions; to establish rules of conduct; to determine the means of providing service to its passengers, including the size, type and number of aircraft to be utilized in providing service; to determine the size and composition of the Flight Attendant workforce; to furlough and recall; to establish new routes, services, schedules and areas of service; to determine what equipment will be utilized and allocated to particular routes; to discontinue all or any part of its operations; to transfer equipment from one base of operation to another base of operation; to determine where to perform all or any part of its operations; to determine whether to purchase additional aircraft or to lease, sell or otherwise dispose of all or any part of its equipment; and, to determine whether to merge, consolidate, sell or otherwise dispose of all or part of its business.

**SECTION 27
DURATION**

This Agreement shall become effective on **date of ratification** and shall continue in full force and effect until **date of ratification + 4 years**, and shall renew itself without change each **date of ratification** thereafter unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto at least one hundred and twenty (120) days prior to **new amendable date** or any **new amendable date** thereafter.

In Witness Whereof, the parties hereto have signed this Letter of Agreement on this day, **January 25, 2011**.

For:

**Association of Flight
Attendants-CWA, AFL-CIO**

Miami Air

/s/ Veda Shook
Veda Shook
International President

/s/ Ross Rischer
Ross Rischer
Chief Executive Officer

/s/ Natasha Glasper
Natasha Glasper
MEC President

/s/ Kurt Kamrad
Kurt Kamrad
Vice President of Operations

/s/ Beth DeProspero
Beth DeProspero
Senior Staff Negotiator

/s/ Billie Dipalma
Billie Dipalma
Director of Inflight

Appendix A
Grandfathered Language Qualified List

A. Fernandez
C. Ramirez-Rojas
L. Caballero
C. Garavito
D. Belaval
B. Pozo
H. Gonzalez
D. Zamora
M. Wolf-Moore
C. Santos
A. Alves
M. Nunez
J. Rodriguez
R. Manuel
M. Checo
R. Zecevic
A. Delgado
C. Lima
R. Franco
M. Armesto
C. Churchill
D. Kearse
C. Benavide
E. Carbo
E. Gomez Nora Arriola
M. Garcia

Letter of Agreement
Between
Miami Air
and the
Flight Attendants
in the Service of
Miami Air
as Represented by the
Association of Flight Attendants, AFL-CIO

Professional Standards

This **Letter of Agreement** is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between **Miami Air** (hereinafter referred to as the "Company"), and the Flight Attendants in the service of Miami Air, as represented by the **Association of Flight Attendants, AFL-CIO** (hereinafter referred to as the "Union").

1. The Company and the Union agree to adopt the following procedures for the resolution of disputes relating to the conflict between Flight Attendants which affects their professional interaction, conflict between a Flight Attendant and a member of another employee group, and/or conduct of a Flight Attendant that reflects unfavorably upon the profession.
2. Should a professional standards problem come to the attention of Miami Air, the Company may, at its sole discretion, refer such dispute to the Union Professional Standards Committee (UPSC).
3. Whenever the Company elects to refer the dispute to the UPSC, the UPSC shall have a designated period of time - normally thirty (30) days or such other period as may be set by the Company - in which to attempt to resolve the problem. During the designated period, the Company agrees to hold in abeyance any action it may have commenced or may have contemplated taking unless further information becomes known which would alter the facts of the Company's legal obligations as understood by the Company at the time it made the initial referral.
4. The Committee agrees to encourage the individuals involved to discuss the matter privately in a forthright and reasoned manner in an attempt to

resolve the dispute. Failing this, the UPSC will elicit all sides of the story and counsel all parties at a peer level. Generally, such discussions will be held via the telephone with no records being kept to insure confidentiality. In accordance with this, the Company hereby acknowledges that in order to be effective, all proceedings of the UPSC must be held in complete confidence and that total confidentiality must be maintained at all times, therefore, the Company agrees not to cite a pilot's involvement with the UPSC in any subsequent disciplinary proceeding.

5. Should the conflict fail to be resolved through the methods set forth above, the Flight Attendant(s) involved will be invited to a UPSC meeting. After each Flight Attendant has had the opportunity to present her/his view of the matter, the UPSC will seek a commitment from the parties involved to end the conflict and work together in the future constructively and without dissension or consternation. Should any Flight Attendant refuse to participate in such a UPSC meeting, the Union will advise the Company and the Company shall encourage all involved parties to work with the UPSC to attempt to affect an amicable and equitable resolution to the problem.
6. At or before the end of the designated period, the UPSC shall make a verbal report to appropriate Miami Air management that either "the problem is resolved" or that "the UPSC is unable to resolve the matter and cannot be of any further assistance." In the event the UPSC reports that the problem has been resolved, the Company may, in its discretion, confirm with the participant in the dispute that they are satisfied with the resolution achieved by the UPSC.
7. In the event that successful resolution of the problem is not obtained by the UPSC within the designated period, the Company is then free to take whatever action that is not inconsistent with the Agreement and which the Company deems necessary and appropriate to resolve the problem. In cases where the Company elects to commence or continue disciplinary proceedings, the delay caused by the designated period during which the matter was under referral to the UPSC will not be raised by the Union as a defense nor will the Company assert any failure of the UPSC to arrive at successful resolution as supporting the Company's position. The Company further agrees that no UPSC member will be asked or required by the Company to bear witness in any disciplinary case that had

previously been referred to the UPSC by the Company.

8. The existence of the Letter of Agreement and the procedures delineated above shall in no way alter or diminish the Company's authority to ensure proficiency and air safety nor shall this agreement or the procedures herein abridge or infringe upon a Flight Attendant's rights under the Agreement.

In Witness Whereof, the parties hereto have signed this Letter of Agreement on this day, April 7, 2005.

FOR:

Association of Flight Attendants-CWA, AFL-CIO

Miami Air

Patricia A. Friend
International President

Ross Fischer
Chief Executive Officer

Natasha Glasper
MEC President

Jim Proia
Vice President of Operations

Beth DeProspero
Senior Staff Negotiator

Frank Ryba
Vice President, Human Resources

**Letter of Agreement
Between
Miami Air
and the
Flight Attendants
in the Service of
Miami Air
as Represented by the
Association of Flight Attendants, AFL-CIO**

Low Time Lines

This **Letter of Agreement** is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between **Miami Air** (hereinafter referred to as the "Company"), and the Flight Attendants in the service of Miami Air, as represented by the **Association of Flight Attendants, AFL-CIO** (hereinafter referred to as the "Union")

To avoid an involuntary furlough the Company must implement the following Low Time Line provisions for three (3) months. The Company may, at its discretion, offer Low Time Lines at any other time or in excess of three (3) months.

1. Flight Attendants wishing to participate in the Low Time Line Program shall be required to notify the Company no later than the eleventh (11th) of the month prior to the affected bid month. A Flight Attendant may notify the Company of the number of months in which she/he will participate.
2. Participation in the Low Time Line Program will be for a minimum of one (1) month.
3. Low Time Lines will not be posted. Low Time Lines will be assigned to Flight Attendants participating in the program for that bid month with the final bid awards.
4. Low Time Lines shall contain ten (10) Standby days. The remainder of the days shall be G days.
5. Flight Attendants participating in the Low Time Line Program for the month will not bid.

6. A Flight Attendant with a Low Time Line shall be guaranteed thirty-two and a half (32.5) hours of pay. She/he may only be scheduled to work or be available during the ten (10) work days. Should a Flight Attendant be extended or assigned into working more than ten (10) days, she/he will be guaranteed day off pay for every day beyond the first Z (Zulu) day (or the "grace" day).
7. Flight Attendants in the Low Time Line Program will be considered full time employees for all purposes. All insurance, vacation, sick leave and other benefits will continue as if she/he were awarded a full time line.
8. Voluntary bidline adjustments may be made with other Flight Attendants or Scheduling in accordance with current policy.

In Witness Whereof, the parties hereto have signed this Letter of Agreement on this day, April 7, 2005.

FOR:

**Association of Flight
Attendants-CWA, AFL-CIO**

Patricia A. Friend
International President

Natasha Glasper
MEC President

Beth DeProspero
Senior Staff Negotiator

Miami Air

Ross Fischer
Chief Executive Officer

Jim Proia
Vice President of Operations

Frank Ryba
Vice President, Human Resources

**Letter of Agreement
Between
Miami Air
and the
Flight Attendants
in the Service of
Miami Air
as Represented by the
Association of Flight Attendants, AFL-CIO**

Public Use Aircraft

The provisions of this Sideletter shall apply to non-prisoner flights operated as "Public Use" aircraft.

1. Trip sequences flown under the provisions of this subsection F. have no duty or block time constraints. All other provisions of the Agreement apply to Public Use flying.
2. Rest after a Public Use flight shall be in accordance with this Agreement, unless the duty time exceeds nineteen hours (19:00), in which case it will be no less than twenty-four (24) hours.
3. When Public Use flights are flown with augmented cockpit crews, the Flight Attendants crews shall also be augmented.
4. Public Use flights will be flown with Flight Attendants who have volunteered for Public Use flying by checking the appropriate box on the monthly bid sheet. A Flight Attendant may not rescind her/his agreement to fly Public Use flights during the bid month, but may remove her/his name from the volunteer list by not checking the box on the next month's bid sheet. At no time will a Flight Attendant be restricted from contacting Crew Scheduling and having her/his name placed on the volunteer list during a bid month. Nothing herein precludes the Company from requesting that a Flight Attendant fly a Public Use trip who has not volunteered. Acceptance by such Flight Attendant shall be at her/his sole discretion.

5. A Flight Attendant who flies a Public Use charter will receive additional pay for all duty in excess of nineteen (19) hours in lieu of the Extended Duty Pay in 3.F.. A Purser who exceeds nineteen (19) hours of duty shall receive an additional five hundred and fifty dollars (\$550) and a Flight Attendant shall receive five hundred dollars (\$500).
6. Assignment of Public Use flying will be made in accordance with the Order of Assignment provisions of Section 7. Scheduling, using those Flight Attendants on the volunteer list.

In Witness Whereof, the parties hereto have signed this Letter of Agreement on this day, April 7, 2005.

FOR:

**Association of Flight
Attendants-CWA, AFL-CIO**

Miami Air

Patricia A. Friend
International President

Ross Fischer
Chief Executive Officer

Natasha Glasper
MEC President

Jim Proia
Vice President of Operations

Beth DeProspero
Senior Staff Negotiator

Frank Ryba
Vice President, Human Resources

