

## **SECTION 1: RECOGNITION AND SCOPE**

### **A. Recognition**

In accordance with Certification Number R-5811, dated October 6, 1988, by the National Mediation Board, the Company recognizes the Association of Flight Attendants - CWA as the bargaining representative of the Flight Attendants employed by the Company for the purposes of the Railway Labor Act, as amended.

### **B. Scope**

1. All revenue flying on Atlantic Southeast Airlines aircraft, which requires a Flight Attendant, shall be performed by Flight Attendants on the Atlantic Southeast Airlines Flight Attendant Seniority List in accordance with the terms of this Agreement.
2. Notwithstanding B.1 above, the Company may contract out revenue flying for a period not to exceed ninety (90) days per occurrence under the following circumstances:
  - a. No Flight Attendant will be furloughed as a result of assigning or contracting out such flying.
  - b. The Company determines it does not have sufficient or appropriate aircraft or personnel available to accomplish the needs of the service.
  - c. The Company shall provide prior written notice to the Union explaining the reason(s) for contracting out in accordance with this Section and shall provide the Union with an opportunity to meet and confer in connection with such written notice.

### **C. Mergers**

1. Upon the announcement of any transaction that is intended to result in the consolidation of the Company with another airline and that affects the seniority rights of Flight Attendants on the Atlantic Southeast Airlines Seniority List, the parties will meet immediately to discuss the appropriate steps to be taken consistent with this Agreement (e.g., to negotiate an appropriate fence agreement, and to implement a seniority integration process consistent with the requirements of this Agreement and negotiation of changes in work rules that are necessary to integrate the flying of the two (2) carriers).

2. In the event of any merger of the Company with another airline that affects the seniority rights of Flight Attendants on the Atlantic Southeast Airlines Flight Attendants Seniority List, provisions will be made for the integration of seniority lists in a fair and equitable manner in accordance with labor protective provisions no less favorable than those outlined in Sections 3 and 13 of the Civil Aeronautics Board's Allegheny-Mohawk merger decision. However, if the other airline's Flight Attendants are represented by AFA-CWA and the Flight Attendants at the post-merger carrier are going to be represented by AFA-CWA, the seniority lists will be merged pursuant to the AFA-CWA Merger Policy.
3. In the event of a merger of the Company with another airline, the respective Flight Attendant collective bargaining agreements will be merged into one (1) agreement as the result of negotiations between the Flight Attendants' representative and the Company or its successor. Such negotiations shall be expedited and the parties may use the services of a Mediator as necessary.

**D. Successorship**

The provisions of this Agreement shall be binding upon any successor or merged company or companies, unless or until changed in accordance with the provisions of the Railway Labor Act, as amended.

**E. Alter Ego**

Except as otherwise provided for in this Section, the Company will not establish, operate or control the operations of an "alter ego" unless that carrier utilizes the Flight Attendants on the seniority list in accordance with this Agreement.

**F. Expedited Arbitration**

1. A grievance alleging a violation of this Section will bypass the initial steps of the grievance procedure and be submitted directly to binding arbitration on an expedited basis in accordance with paragraph 2, below, so long as the grievance was filed within fifteen (15) days following the event that gave rise to the grievance.
2. The System Board of Adjustment, sitting with a neutral arbitrator, will conduct hearings and consider the dispute no later than thirty (30) days following submission of the case (subject to the availability of the arbitrator), unless the parties agree otherwise. If a mutually agreed upon neutral arbitrator is not selected, the neutral arbitrator will be selected by alternately striking from the list in Section 4.H.4. A decision will be rendered no later than thirty (30) days after close of hearings absent mutual agreement to the contrary.

**-END OF SECTION-**

**SECTION 2: DEFINITIONS**

- A. "Available for the entire month" means that a Flight Attendant is available for flight duty with the Company for the month without an intervening period of unavailability. Examples of unavailability include the time when a Flight Attendant is on furlough, suspension, unpaid sick leave, time off without pay or leave of absence.
- B. "Bidline" means the published lines of flying over a specific month for bidding purposes, which reflect the requirements of Letter of Agreement No. 2.
- C. "Bid Period" means "month".
- D. "Block to Block" or "actual block" means that period of time beginning when an aircraft first moves from the ramp blocks for the purpose of flight and ending when the aircraft comes to rest at the next point of landing or returns to the ramp.
- E. "Company" means Atlantic Southeast Airlines, Inc.
- F. "Credited Hours" or "Credited Time" means all hours an employee performs the duties of a Flight Attendant or is credited with a unit of time for pay purposes, except as otherwise provided for in this Agreement. Credited time shall include, but not be limited to, actual hours flown or scheduled time (in the specific aircraft) of legs actually flown, whichever is greater; deadheading; vacation; accrued sick leave; and training, except as otherwise provided for in this Agreement.
- G. "Date of Hire" means the first day a Flight Attendant is placed on the Company payroll incident to employment as a Flight Attendant.
- H. "Day Off" means days designated on a Flight Attendant's final bid award as non-duty days. For purposes of this definition, a "day" is a twenty-four (24) hour period commencing at 0001 and ending at 2400 hours local time. A Flight Attendant is not considered to be scheduled or to have served in excess of this time definition if the assignment is scheduled to terminate within those hours, but due to circumstances beyond the control of the Company, the assignment concludes later, but before 0200.
- I. "Deadheading" means scheduled or actual flight time, whichever is greater, spent by a Flight Attendant, not as a working crew member, in traveling from one point to another at the direction of the Company. Deadhead time for ground transportation shall be the scheduled flight time between the two (2) points involved. Time spent deadheading to or from a flight assignment, training or temporary duty at the direction of the Company is duty time, except as otherwise provided for in this Agreement.

- J. "Domestic Partner" means a person of the same sex who has an intimate committed relationship of mutual caring with a Flight Attendant who is not legally married, which relationship is intended to be permanent, and who meets each of the following criteria:
- 1) Have resided at the same residence and household as the Flight Attendant for at least six (6) consecutive months while in such a committed relationship; and
  - 2) Be at least eighteen (18) years of age and not legally married or the common law spouse of any other person and agree to marry if marriage between same sex partners becomes a legal option; and
  - 3) Be mutually responsible with the Flight Attendant for each other's welfare and obligations; and
  - 4) Is not related by blood or adoption to the Flight Attendant; and
  - 5) Be the sole domestic partner with the Flight Attendant, and have been so for at least six (6) consecutive months; and
  - 6) Have provided the Company with either a notarized affidavit affirming his/her qualifications as a domestic partner pursuant to this definition, or a copy of a certification/registration of a domestic partnership from a governmental body pursuant to an applicable state or local law authorizing such certification/registration; and
  - 7) Provide two (2) pieces of documentation showing proof of:
    - a) shared primary residence (joint mortgage, lease or deed, or evidence of shared household expenses) (one (1) document); and
    - b) shared fiscal responsibility (joint bank account, joint credit cards, designation of the Domestic Partner as durable power of attorney, or designation of the Domestic Partner as primary beneficiary of life insurance or a legal will or trust) (one (1) document).
- K. "Domicile" means a base of operations from which a Flight Attendant is assigned duty.
- L. "Drafting" means any time a Flight Attendant is assigned involuntarily to a trip, or portion thereof, on a day off. Specific drafting policies as referenced in this Agreement would apply.
- M. "Duty" means all elapsed time between report time and release time as noted in this Agreement.

- N. "Final Bid Award" means the bidline adjusted for schedule integration and other adjustments provided in this Agreement. The Final Bid Award shall denote the name of the Flight Attendant, the scheduled days off, the scheduled days of flying, vacation and training, where applicable.
- O. "Flight Attendant" is an employee whose primary responsibility includes performing, or assisting in the performance of, all assigned cabin services, attending to passenger safety and comfort, and for preparation and completion of reports as required by the Company and the law, who has completed training as prescribed by the Company and the Federal Aviation Administration (FAA), who is qualified as a Flight Attendant, and whose name appears on the current Flight Attendant Seniority List.
- P. "Flight Pay Hours" means the actual elapsed time for block-to-block or the scheduled time from block-to-block as published in the monthly bid package, whichever is greater, on all scheduled and non-scheduled flights.
- Q. "Irregular Operation" (IROP) means severe weather or unforeseen event(s) (for example, a terrorist attack, power outage, etc.) that significantly affect flight operations at any of the Company's domicile(s) as determined by the Operations Control Center (OCC).
- R. "Legal Rest" means the minimum hours from release from duty to the next report for duty as required by federal regulation.
- S. "Longevity" means the cumulative length of a Flight Attendant's active service with the Company, commencing on date of hire and accumulating thereafter in accordance with the terms of this Agreement. For pay purposes, longevity will be measured from date of hire as a Flight Attendant. For vacation and benefit purposes, longevity may include other active service with the Company.
- T. "Month" means the period from the first day of, to and including the last day of each calendar month of the year except that, for Flight Attendant scheduling and pay purposes, January, February and March will each be considered a thirty (30) day month through the addition of January 31<sup>st</sup> and March 1<sup>st</sup> to the month of February. Leap Year will make February a thirty-one (31) day month.
- U. "Open Flying" means trips or portions of trips which, after the bidding process, remain unassigned and other flying that becomes available during the month such as charters, resignations, illness, etc.
- V. "Ready Reserve" means in uniform at the airport available to fly, subject to the specific policies outlined in this Agreement.

- W. "Reserve" means a Flight Attendant who must be available for call out to duty.
- X. "Reserve Line" means a line consisting of scheduled days off, known absence(s)/pre-awards, etc. pursuant to PBS, and days of availability.
- Y. "Seniority" means the cumulative years, months and days that a Flight Attendant has been in the service of the Company as a Flight Attendant, commencing on her/his first day of initial Flight Attendant training. Seniority is governed by the provisions of Section 11, Seniority below. (A Flight Attendant trained under the Company's Contingency Program will have her/his seniority commence on her/his first day of active service as a Flight Attendant.)
- Z. "Swap" or "exchange" means when, in a single transaction, a Regular Lineholder is permitted to drop a trip into Open Time and simultaneously pick up a trip from Open Time.
  - aa. "Trip Drop" means when, in a single transaction, a Regular Lineholder is permitted to drop a trip into Open Time, with no associated trip trade, add, or swap.
  - bb. "Trip Extension" means when a Regular Lineholder is involuntarily assigned to additional flights provided the additional flights are scheduled to depart from the Lineholder's domicile after her/his originally scheduled duty out time.
  - cc. "Trip Trade" means when, in a single transaction, a regular Flight Attendant trades a trip or a day off with another regular Flight Attendant in accordance with the terms of this Agreement.
  - dd. "Union", "AFA", or "Association" means the Association of Flight Attendants-CWA.

**-END OF SECTION-**

**SECTION 3: GRIEVANCES**

- A. 1. A grievance is a dispute between the parties arising under the terms of this Agreement. Any Flight Attendant or group of Flight Attendants who has a grievance concerning any action of the Company affecting them will be entitled to have such grievance handled in accordance with this procedure.
2. a. Prior to filing a grievance, the Flight Attendant(s) will discuss the matter with her/his Chief Flight Attendant in an effort to resolve it.
- b. In circumstances where it would be appropriate to file a group grievance, the obligation set forth in Section A.2.a., above, may be met by a Union representative discussing the matter with a member of Inflight management in an effort to resolve it.
3. When a grievance is filed, it will be written on a form to be agreed upon by the parties, and will contain:
- a. a reference to the provision(s) of the Agreement alleged to have been breached,
- b. a reasonably detailed statement of the facts involved, including the relevant date(s) and the Flight Attendant(s) known at the time of filing who are allegedly harmed,
- c. the question(s) at issue,
- d. the grievant's position,
- e. the persons with whom, and the date(s) when, paragraph A.2., above, was accomplished, and
- f. the relief requested.
4. If the Company receives a grievance that does not comply with the provisions of paragraph A.3, above, the Company may return that grievance to the Union. If the grievance was filed on time originally, the Union will have the later of (1) the original time permitted in paragraphs B.1 or C.5, as appropriate, or (2) forty-eight (48) hours after the Union receives the non-complying grievance back from the Company to file a complying grievance. When returning a non-complying grievance, the Company will identify the provision in A.3, above, that is not in compliance.



**B. Non-Disciplinary Grievances**

1. Written grievances, other than those for discharge or disciplinary time off, must be submitted to the Vice President Inflight Services or her/his designee, within forty-five (45) days following the event that gave rise to the grievance. A copy of the grievance will also be sent to the Director Labor Relations, but the inadvertent failure to send a copy to the Director Labor Relations shall not constitute a failure to follow correct grievance procedures.
2. A hearing must be held within fifteen (15) days after the Company receives the written grievance.

**C. Discipline and Discharge**

1. A Flight Attendant will be disciplined only for just cause. A Flight Attendant will be notified in writing of discharge or disciplinary time off, including the reason therefore. The Company will provide a copy to the LEC President, but the inadvertent failure to provide notice to the LEC President will not prejudice the disciplinary action.
2. Flight Attendant Relieved of Duties Without Pay
  - a. If a Flight Attendant is relieved of duties without pay pending an investigation, such non-pay status shall not extend beyond three (3) weeks, and the Flight Attendant shall be returned to a pay status beginning on the twenty-second (22<sup>nd</sup>) day. The three (3) week limitation will be tolled if the Flight Attendant fails to cooperate with the Company's investigation.
  - b. If no disciplinary action is subsequently taken, the Flight Attendant will be made whole for the lost pay. If the Flight Attendant is disciplined after being held out of service without pay and the discipline is for less time than the Flight Attendant was held out of service, the Flight Attendant will be made whole for the difference in lost pay. The Company will confirm in writing to the Flight Attendant, with a copy to the LEC President, within a reasonable time that the Flight Attendant has been removed from service without pay pending an investigation.
3. A Flight Attendant who is held out of service pending investigation or suspended for any reason will be allowed to bid for all purposes (i.e., next month's schedule, vacancies, etc.).
4. A Flight Attendant who is required to meet with a Company representative at any stage of the investigation will be entitled to be accompanied by a

Union representative or another Flight Attendant. If the Company requires a Flight Attendant to meet with a Company representative on a day off, it will attempt to reach a mutually agreeable time to hold the meeting. If the Company and the Flight Attendant are unable to reach a mutual agreement, the Company may schedule the meeting and will promptly notify the Flight Attendant. A Flight Attendant required to meet with the Company pursuant to this paragraph on her/his day off (this does not apply to a Flight Attendant acting as a Union or Flight Attendant representative) shall be paid and credited with one (1) hour.

5. A Flight Attendant so disciplined or discharged will be granted a hearing provided the Flight Attendant or Union files a written grievance and a request for a hearing with the Vice President Inflight Services, or her/his designee, within twenty-one (21) days of the date upon which the Flight Attendant receives written notice of such discipline or discharge. A copy of the grievance and request for hearing will also be sent to the Director Labor Relations, but the inadvertent failure to send a copy to the Director Labor Relations will not constitute a failure to follow correct grievance procedures.

**D. Hearing**

1. The Company will hold a hearing within fifteen (15) days after the Company receives the written request from the Flight Attendant for a hearing.
2. The Company will make a reasonable effort to schedule hearings at mutually agreeable times, and the Company will provide at least forty-eight (48) hours oral or faxed notice of the time and place of such hearing when such mutual agreement cannot be obtained.
3. The Vice President Inflight Services, or her/his designee, will announce her/his decision in writing within fifteen (15) days after the conclusion of the hearing and send a copy to the grievant and the MEC President, or her/his designee.
4. If the decision in paragraph D.3, above, is not satisfactory to the Flight Attendant(s), it may be appealed by the Union to the System Board of Adjustment within thirty (30) days after the Union has received a copy of such decision. A copy of the appeal will be mailed or faxed to the Director of Labor Relations.

**E. General**

1. If any decision made by the Company under the provisions of this Section is not appealed by the affected Flight Attendant(s) or the Union within the time limit prescribed for such appeal, the decision of the Company will

become final and binding. If the Company fails to hold a hearing or render a decision within the time limit prescribed, the grievance will be considered denied, and the grievance will proceed to the next step, provided that the Union submits the appropriate documentation within the time limits required. Any time limit in this Section may be modified, in writing, by mutual agreement.

2. Upon request to the Union, a grievant will appear at any hearing with the Company, and the Company will provide space available transportation to the grievant between the grievant's domicile and the hearing in accordance with the Company's pass policy. Such transportation must be coordinated with the Company. The request for a grievant to appear will be made at the time the hearing is scheduled.
3. Participants at any hearing held pursuant to this Section will have the authority to resolve the grievance. By mutual agreement between the parties, a grievant and/or Union representative may participate by telephone.
4. When it is mutually agreed that a stenographic report is to be taken of the investigation and hearing or appeal, in whole or in part, the cost will be borne equally by both parties to the dispute. If it is not mutually agreed that a stenographic report of the proceedings be taken, any stenographic report taken of such investigation and hearings made by either of the parties to the dispute will be furnished to the other party to the dispute, upon request, provided that the cost of such stenographic record so requested will be borne equally by both parties to the dispute.
5. All written notification will be delivered in person; by certified mail, return receipt requested; or by express delivery.
6. The System Board of Adjustment will not consider any matter that has not first been submitted in accordance with this Section.
7. An employee who is removed from service at the request of the Union to participate in activities covered by this Section will be paid and credited in accordance with Section 21.C.1-2.

**-END OF SECTION-**

**SECTION 4: SYSTEM BOARD OF ADJUSTMENT**

- A. 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 and deciding disputes that may arise under the terms of this Agreement and any amendments or additions hereto and that are properly submitted to it, which board shall be known as the "Atlantic Southeast Airlines, Inc. Flight Attendants' System Board of Adjustment," hereinafter referred to as the "Board."
- B. The Board shall consider any dispute properly submitted to it by the President of the Association or by the Chief Executive Officer of the Company, or her/his designee, when such dispute has not been previously settled in accordance with the terms provided for in this Agreement.
- C. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions.
- D. The Company and the Association agree to enter into Grievance Mediation in certain cases in lieu of the four (4) person System Board of Adjustment as an interim step before referring a case to the five (5) person System Board of Adjustment. If either party notifies the other party that any case is not appropriate for grievance mediation, then that case shall be subject to the four (4) person System Board of Adjustment provision of this Section.
- E.
  - 1. All disputes, including all papers and exhibits properly referred for consideration under this Section, shall be addressed and sent to the MEC President and the Vice President-Inflight Services, or their respective designees. Each case submitted shall show:
    - a. Question or questions at issue.
    - b. Statement of facts.
    - c. Position of Flight Attendant(s).
    - d. Position of Company as set forth in the grievance decision.
    - e. Provision(s) of Agreement alleged to have been breached.
    - f. Relief requested.
  - 2. When possible, joint submissions should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board. No matter shall be considered by the Board that has not first been handled in accordance with the appeals provisions of this Agreement.

**F. Grievance Mediation**

1. Mediation proceedings conducted pursuant to this Agreement will be held in the city where the general offices of the carrier are located unless the parties agree upon a different place.
2. Mediators either will be provided by the National Mediation Board pursuant to a process to be agreed upon by the parties or by any other method mutually agreed upon by the parties. All Mediation fees and expenses, including the cost of any conference facilities or materials, will be shared equally between the parties. Each party shall bear the cost and expenses of its participants in the Mediation.
3. In coordination with the Mediator, a date shall be mutually agreed upon by the parties.
4. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The presentation of evidence is not limited to that presented at any previous step of the grievance procedure. The rules of evidence will not apply, and no transcript of the Mediation Conference shall be made.
5. The grievant(s) will have the right to be present for the presentation of their case. Other attendees will include those individuals needed to present the parties' position and to reach agreement with authority to bind their respective party. Non-participating observers will not be admitted except by mutual agreement of the parties.
6. In the case of group grievances or grievances filed by Association representatives (e.g. the Grievance Chairman), designated Association representatives present at the mediation shall represent the Association and all interested Flight Attendant parties. In the case of individual grievances, if the grievant elects not to be present personally, the Association representative shall have full authority and discretion to act on behalf of the grievant to resolve the grievance.
7. The Company and the Association shall each appoint a principal spokesperson, who may be an attorney, for the Mediation Conference. Every effort will be made to assure that the Association and the Company representatives present at each Mediation Conference is familiar with the subject matter to be considered at that conference.
8. The mediation process shall be informal. The Mediator has authority to meet both jointly and separately with the parties; however, the Mediator has no authority to compel resolution of the grievance.

9. Upon reaching a settlement, the parties shall immediately reduce it to written form that will be signed by the Company, the Association and the grievant or authorized representative.
10. Absent written mutual agreement to the contrary, the record of the mediation shall be closed and inadmissible in any subsequent proceeding unless a written settlement is reached, in which case the record shall be admissible solely to interpret or apply the settlement, if necessary.
11. If no settlement is reached during the Mediation Conference, the Mediator shall provide the parties with an immediate oral advisory decision involving the interpretation or application of the Agreement, together with the reasons for his decision, unless both parties agree that no opinion shall be provided.
12. Written material presented to the Mediator or to the other party shall be returned to the party presenting that material at the termination of the Mediation Conference.
13. If no resolution is reached on any case(s), through grievance mediation, such case(s) will be scheduled for processing by the five (5) person System Board of Adjustment in accordance with this Section.
14. If a grievance that had been the subject of a Mediation Conference is subsequently heard before the five (5) person System Board of Adjustment, the Mediator may not serve as the Neutral, nor may she/he be called as a witness by either party in the Board's proceedings. During the System Board proceedings on such grievance, no reference will be made to the fact that the grievance was the subject of a Mediation Conference; nor will there be any reference to statements made, documents provided, or actions taken by either the Mediator or participants during the course of a Mediation Conference, unless the party offering such statements, documents or actions would have had access or entitlement to them outside of the Mediation Conference.
15. By agreeing to schedule a Mediation Conference, the parties are not waiving any procedural argument(s) that they have regarding the case. Both the Company and the Association reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such Conference.
16. The jurisdiction of the Mediator shall not extend to proposed changes in hours of employment, rates of compensation or working conditions.
17. All parties involved in the Mediation Conference, including the Mediator, are barred from disseminating information surrounding the conference and/or individual grievances to the public, the media or like sources.

18. Nothing herein shall preclude the parties from agreeing to other or different methods of grievance settlement, mediation, mediation/arbitration or alternative grievance resolution.

**G. Four (4) Person System Board of Adjustment**

1. The Board shall consist of four (4) members, two (2) of whom shall be appointed by the Association and two (2) by the Company, and such appointees shall be known as "Adjustment Board Members." With the exception of neutrals, all Adjustment Board Members will be employees of the Company.
2. The four (4) Adjustment Board Members shall serve until their successors have been duly appointed. Vacancies in the membership of the Board shall be filled in the same manner as the original members of the Board.
3.
  - a. Appointments of Adjustment Board Members shall be made by the respective parties within thirty (30) days from the date of the signing of this Agreement, and said Adjustment Board Members shall meet in the city of Atlanta, Georgia, within forty-five (45) days from the date of the signing of this Agreement, and shall organize and select a Chairperson and Vice Chairperson, both of whom shall be Adjustment Board Members. The terms of the office of the Chairperson and Vice Chairperson shall be one (1) year. Thereafter, the Board shall designate one (1) to act as Chairperson and one (1) to act as Vice Chairperson for one (1) year terms. Each officer so selected shall serve for one (1) year or until her/his successor has been duly selected.
  - b. The office of the Chairperson shall be filled and held alternately by an Association Adjustment Board Member and by a Company Adjustment Board Member. When an Association Adjustment Board Member is Chairperson, a Company Adjustment Board Member shall be Vice Chairperson, and vice versa. The Chairperson, or in her/his absence, the Vice Chairperson, shall preside at meetings of the Board and at hearings and shall have a vote in connection with all actions taken by the Board.
4. If a dispute is referred to the four (4) person board, the Chairperson shall set a date for hearing, which shall be not more than sixty (60) days after such request for hearing, unless mutually agreed otherwise. The Board will meet in the city where the general offices of the Company are maintained unless the parties agree upon a different place.

**H. Deadlock**

1. Deadlock occurs when a case is not settled as a result of grievance mediation or when the four (4) person board cannot reach a majority decision that resolves the grievance.
2. In the event of a deadlock in the case of any dispute properly referable to the four (4) person board, it shall be the duty of the Board to endeavor to agree within twenty-one (21) days from the date of such deadlock upon a procedure for breaking such deadlock. A majority vote of all Adjustment Board Members shall be competent to reach such decision, and the action of the Board, operating under such procedure, shall be final and binding upon the parties.
3. The procedure for breaking a deadlock shall, when necessary, include the appointment of a neutral Arbitrator, to be known as a Neutral, to sit with the Board as a member and make the award. Such Neutral shall be a member of the National Academy of Arbitrators, shall be appointed by mutual agreement of the Company and the Association and shall serve as Chairperson.
4. If it is found impossible to agree upon such Neutral, the parties will select a Neutral from the list below. Unless the parties mutually agree otherwise, such selection process will begin four (4) months from the first day the case was discussed in grievance mediation, or from the date the case deadlocks at the four (4) person board, and will be completed within fourteen (14) days thereafter.
  - a. Richard Bloch
  - b. Jim Conway
  - c. Herb Fishgold
  - d. Ira Jaffe
  - e. George Nicolau
  - f. Jim Searce
  - g. Alan Symonette
  - h. Marvin Hill
  - i. Richard Kasher



5. Each party will alternately strike a name from the list until one (1) name remains who will be designated the Neutral. The parties will alternate striking first from the list.
6. If it is necessary, or if the parties mutually agree, to replace an arbitrator on the list in paragraph H.4., above, the parties will substitute, in order, the following arbitrators to fill the vacant position(s) on the list.
  - a. Bonnie Weinstock
  - b. Christine VerPloeg

If an arbitrator on the list in this paragraph is transferred to the list in paragraph H.4., above, the parties will expeditiously attempt to mutually agree upon a replacement arbitrator for the list in this paragraph. If the list in paragraph H.4., above, drops below nine (9) members, and there are no available arbitrators on the list in this paragraph, the parties will mutually agree to a replacement arbitrator(s) to return the list to nine (9) members as soon as reasonably possible, but prior to striking for any subsequent case.

**I. Expedited Arbitration**

1. Following the Association's receipt of a denial of a grievance as a result of a hearing and investigation, the parties shall determine, within thirty (30) days, whether the grievance shall be submitted to the Expedited Arbitration procedure. This time may be extended by mutual agreement. Grievances that are not mutually agreed upon for submission to the Expedited Arbitration procedure shall be processed as outlined elsewhere in this Section.
2. The Company and the Association shall mutually agree on the selection of a neutral, to be chosen as described in paragraph H., above. The Neutral, one (1) Association-appointed Adjustment Board Member and one (1) Company-appointed Adjustment Board Member shall constitute the Expedited Board of Adjustment.
3. The Expedited Board shall sit for a period pre-determined by the parties and is authorized to hear and decide only those cases that are mutually agreed upon by the parties for submission to that Expedited Board.
4. Each party agrees to waive its right to a customary arbitration by submitting a case to Expedited Arbitration.

5. The hearing shall take place in the city where the General Offices of the Company are located. The parties shall mutually agree on the time and date for the hearing.
6. Each party shall be represented by any one (1) person that it may choose and designate and may call witnesses.
7. Each party shall notify the other party, in writing (stating name and case number) of the identity of its witness(s) at least five (5) working days prior to the date the case is to be heard.
8. Upon the request of either party, the Expedited Board may summon witnesses properly designated in paragraph 7, above. The Expedited Board is prohibited from summoning any witness, except those witnesses designated in paragraph 7 and/or the grievant(s), to testify.
9. Each party shall have no more than sixty (60) minutes to present its case. This period shall include the party's opening statement, the direct examination of its witness(s), the cross examination of the other party's witness(s), rebuttal and closing argument. All documentary evidence shall be submitted by the parties within such sixty (60) minutes. Post hearing briefs or submissions will not be allowed.
10. Once either party has begun its case, there will be no adjournment or postponement of the hearing except by mutual agreement.
11. There shall be no transcript made of the proceedings.
12. At the conclusion of each case, the Expedited Board shall issue a written award, without a written opinion, for that case on the Expedited Award Form. Awards issued by the Expedited Arbitration Board shall not establish a precedent and will not be used or referred to in the future by or against either party.
13. Unless specifically amended by this paragraph I., the provisions of Section 4, System Board of Adjustment shall be applicable to this Expedited Arbitration procedure.

**J. General**

1. a. Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may designate, and the Company may be represented by such person or persons as it may designate. Evidence may be presented either orally or in writing, or both.

- b. The Board may, by a majority vote, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself.
  - c. The number of witnesses summoned at any one time shall not be greater than the number that can be spared from the operation without interference with the operation of the Company.
2. A majority of all the Adjustment Board Members shall be competent to make a decision.
3. Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties.
4. The reasonable expenses and reasonable compensation of the Neutral will be borne equally by the parties. Each of the parties will assume the compensation, travel expense and other expenses of the Adjustment Board Members selected by it and the witnesses called by it. Adjustment Board Members and witnesses who are employees of the Company shall receive transportation over the lines of the Company in accordance with applicable pass policies.
5. Adjustment Board Members shall be free to discharge their duty in an independent manner, without fear that their individual relations with the Association, the Company or with the employees may be affected in any manner by any action taken by them in good faith in their capacity as Board members.
6. Unless the Company and the Association agree upon a combination of cases to be presented to the Board or in grievance mediation, each case presented will be treated as a separate case.
7. When it is mutually agreed that a stenographic report is to be taken of a board hearing(s), in whole or in part, the cost will be borne equally by both parties to the dispute. If it is not mutually agreed that a stenographic report be taken, any stenographic report taken of such board hearing(s) made by either of the parties to the dispute shall be furnished to the other party to the dispute, upon request, provided that the cost of such stenographic record so requested shall be borne equally by both parties to the dispute.

**-END OF SECTION-**

**SECTION 5: COMPENSATION**

**A. Flight Pay**

A Flight Attendant shall be paid hourly flight pay for each credited flight hour in accordance with his or her service as a Flight Attendant as follows:

	07/21/08	07/21/09	07/21/10	07/21/11
1 <sup>st</sup> 6 mos.	\$16.50	\$16.67	\$16.83	\$17.00
2 <sup>nd</sup> 6 mos.	\$17.84	\$18.02	\$18.20	\$18.38
2 <sup>nd</sup> year	\$20.35	\$20.55	\$20.76	\$20.97
3 <sup>rd</sup> year	\$21.97	\$22.19	\$22.41	\$22.63
4 <sup>th</sup> year	\$23.48	\$23.72	\$23.95	\$24.19
5 <sup>th</sup> year	\$25.00	\$25.25	\$25.50	\$25.75
6 <sup>th</sup> year	\$26.26	\$26.52	\$26.79	\$27.06
7 <sup>th</sup> year	\$27.02	\$27.29	\$27.56	\$27.84
8 <sup>th</sup> year	\$27.78	\$28.05	\$28.33	\$28.62
9 <sup>th</sup> year	\$28.53	\$28.82	\$29.11	\$29.40
10 <sup>th</sup> year	\$29.40	\$29.69	\$29.99	\$30.29
11 <sup>th</sup> year	\$29.72	\$30.02	\$30.32	\$30.62
12 <sup>th</sup> year	\$30.46	\$30.77	\$31.07	\$31.38
13 <sup>th</sup> year	\$31.22	\$31.53	\$31.85	\$32.17
14 <sup>th</sup> year	\$32.00	\$32.32	\$32.65	\$32.97
15 <sup>th</sup> year	\$32.80	\$33.13	\$33.46	\$33.80
16 <sup>th</sup> year	\$33.62	\$33.96	\$34.30	\$34.64
17 <sup>th</sup> year	\$34.46	\$34.81	\$35.16	\$35.51
18 <sup>th</sup> year	\$35.33	\$35.68	\$36.04	\$36.40
19 <sup>th</sup> year	\$36.21	\$36.57	\$36.94	\$37.31

**B. Monthly Guarantee**

1. A Flight Attendant shall be guaranteed minimum flight pay of seventy-five (75) hours in a month provided the Flight Attendant is available to perform Flight Attendant duties for the entire month.
2. A Flight Attendant who is not available to perform Flight Attendant duties as a result of an unpaid leave/absence will have her/his minimum monthly guarantee reduced by three and three quarters (3.75) hours (four (4) hours for a day of Ready Reserve), or scheduled block hours, whichever is greater, per full or partial day of duty missed.
3. A Flight Attendant who is not available for the entire month will have her/his minimum monthly guarantee and pay reduced to zero (0).

**C. Duty Pay (Rig) and Minimum Day Credits**

1. Regular Flight Attendant

A Flight Attendant will be paid and credited, at the applicable rate of pay set forth in paragraph A, above, on a daily basis, the greater of the following:

- a. Flight pay hours calculated on a leg-by-leg basis as provided for in this Agreement; or
- b. Duty Hour Credit  
One (1) minute of credit for each two (2) minutes of duty time calculated for each duty period up to twelve (12) hours of duty, and then one (1) minute of credit for each one (1) minute of duty time after twelve (12) hours of duty. This provision applies to duty as defined in Section 2, Definitions based on a Flight Attendant's originally scheduled trip, including but not limited to CDOs/Naps. However, such provision does not apply to time spent in training; or
- c. Minimum Day Credit  
Three (3) hours and forty-five (45) minutes of credit for each calendar day of duty and/or calendar day away from domicile. This provision will not apply to time spent in training (not including IOE) or CDOs/naps.

2. Reserve Flight Attendant

A Reserve Flight Attendant will be paid and credited the greater of paragraphs 2.a or 2.b, below:

- a. A Reserve Flight Attendant will be paid and credited, at the applicable rate of pay set forth in paragraph A., above, on a daily basis, the greater of the following:
  - (1) Flight pay hours calculated on a leg-by-leg basis as provided for in this Agreement; or
  - (2) Duty Hour Credit  
One (1) minute of credit for each two (2) minutes of duty time calculated for each duty period up to twelve (12) hours of duty, and then one (1) minute of credit for each one (1) minute of duty time after twelve (12) hours of duty. This provision applies to duty as defined in Section 2, Definitions, based on a Flight Attendant's originally scheduled trip,

including but not limited to CDOs/naps. However, such provision does not apply to time spent in training; or

(3) Minimum Day Credit

A Reserve Flight Attendant will be paid and credited the greater of paragraphs (3)(a) or (3)(b) below:

- (a) Three (3) hours and forty-five (45) minutes of credit for each calendar day of duty and/or calendar day away from domicile. This provision does not apply to time spent in training (not including IOE) and CDOs/naps; or
- (b) Four (4) hours of credit for each ready reserve assignment.

b. Applicability of Reserve Day Credit

If a Reserve Flight Attendant flies more than seventy-five (75) hours of block time in a month, she/he will receive credit for such block time plus three (3) hours and forty-five (45) minutes of credit for each reserve day(s) for which she/he did not receive a flight assignment in that month.

**D. Deadhead**

- 1. A Flight Attendant will receive one-hundred percent (100%) of the applicable flight pay hours for the scheduled flight time of a deadhead.
- 2. A Flight Attendant required by the Company to use surface transportation to deadhead from one point to another shall receive fifty percent (50%) of the applicable flight pay hours for the scheduled flight time between points for such deadhead but not less than one (1) hour's pay. When no scheduled flight time is available, the Company will compute applicable time at ATR block speeds.
- 3. A Flight Attendant will not be required to use her/his personal vehicle for surface transportation, but, if permitted to do so, she/he shall be paid the mileage expense reimbursement at the rate of thirty-two and one-half cents (\$.325) per mile, AAA mileage.

**E. Training Pay**

- 1. Except for initial training, Flight Attendants shall be credited with three and three quarters (3.75) hours of flight pay per each eight (8) hours of scheduled training, prorated. After the first sixteen (16) hours of such

scheduled training annually, the rate shall be three and one half (3.5) hours per each eight (8) hours of scheduled training, prorated.

2. If training is scheduled after bid awards and a Flight Attendant is required to drop a trip to attend training, the Flight Attendant shall be credited with lost scheduled time and deadhead time, if applicable, or training pay as provided in paragraph 1, above, whichever is greater.
3. Home Study  
If the Company elects to use any method of training such as "home study" that is in lieu of formal ground school to comply with FAA requirements, a Flight Attendant will be paid and credited three and one-half (3.5) hours at her/his applicable hourly rate for each eight (8) hours, prorated, of FAA-approved training credit earned in home study.

**F. Ready Reserve Pay**

A Flight Attendant on Ready Reserve will be paid and credited with four (4) block hours, or actual hours flown, whichever is greater.

**G. Special Assignment**

A Flight Attendant on special assignment shall be compensated at the applicable rate for the assignment. Special assignments shall be voluntary. Special assignments to publicity or promotional duties normally will not be longer than thirty (30) days.

**H. Drafting Pay**

A Flight Attendant who is drafted will be paid and credited the greater of: (1) his/her applicable hourly rate times one hundred fifty percent (150%) for all actual or scheduled, whichever is greater, drafting flight pay hours; or (2) three and one-half (3.5) hours (five (5) hours for a Nap) at her/his applicable hourly rate of pay.

**I. Substitution**

A Flight Attendant displaced from a trip for supervisory or instructor flying will be placed on reserve for the limited purpose of accepting assignments that are scheduled to be completed no later than his or her previously scheduled completion time. This limit may be waived by the Flight Attendant. Such Flight Attendant shall be paid the greater of actual block to block time flown by the Flight Attendant or the scheduled block to block time of the displaced trip.

**J. Reschedule/Reassignment Pay**

A rescheduled/reassigned Flight Attendant will receive the greater of the pay and credit due for the originally scheduled trip or the pay and credit earned for the changed trip.

**K. Trip Extension**

For an extension, a Flight Attendant will be paid and credited at her/his applicable hourly rate times one hundred fifty percent (150%) for the actual or scheduled flight pay hours, whichever is greater, outside her/his original trip. The fifty percent (50%) premium shall be paid and credited above the Flight Attendant's minimum monthly guarantee.

**L. Voluntary Open Time**

A Flight Attendant who voluntarily picks up Open Time will be credited for such hours flown above monthly guarantee.

A Flight Attendant who voluntarily picks up a carry-over trip from Open Time (i.e. a trip that begins in one month and ends in the next month) will be paid and credited for such hours flown above her/his minimum monthly guarantee in the month that the flying occurred.

If the carry-over trip voluntarily picked up from Open Time has been designated by the Company for "premium" pay, the entire trip will be eligible for premium pay, such pay to be credited in the month that the flying was performed.

**M. Cancellation Pay**

Cancellation Pay will be in accordance with Section 7.R.2. In the event an unanticipated action by a government agency (an emergency airworthiness directive issued by the FAA, for example) results in the grounding of the entire fleet or all of one (1) type of aircraft, the Company may elect, following consultation with the MEC President, to pay Flight Attendants their minimum monthly guarantee, pro-rated for the period of time remaining in the month, rather than compensating Flight Attendants with cancellation pay.

**N. Swaps**

Flight Attendants who engage in swaps will be paid the greater of hours flown or minimum guarantee, as adjusted pursuant to the paragraph below, for the month at issue.



If any swaps with Open Time result in less hours flown (that is, the Flight Attendant drops more hours than she/he picks up), her/his minimum monthly guarantee will be reduced by the net loss of hours.

**O. Holiday Pay**

A Flight Attendant will be paid and credited at her/his applicable hourly rate times one hundred fifty percent (150%) for the actual or scheduled flight pay hours, whichever is greater, on New Year's Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day. The fifty percent (50%) premium shall be paid and credited above the Flight Attendant's minimum monthly guarantee.

**P. IOE Instructor Pay**

A Flight Attendant who performs the duties of an Initial Operating Experience (IOE) Instructor shall be paid and credited at one hundred fifty percent (150%) of her/his applicable hourly rate for the flight pay hours that IOE instruction is performed.

**Q. Early Report**

Where a Flight Attendant is required to report early at an outstation, she/he shall be paid and credited fifteen (15) minutes of flight pay, including any premium pay that may be applicable.

**R. Profit Sharing**

1. The Performance Plus Plan will pay each eligible Flight Attendant a portion of the Company's profits as follows:
  - a. The Company's net quarterly income margin must be at least one percent (1%) for any payout to occur.
  - b. Three quarters (3/4) of the payout will be based on the Company's financial performance and the other quarter (1/4) is based on the Company meeting its performance goals as set forth in the Delta Connection Agreement.
  - c. The payout will be quarterly.
  - d. A Flight Attendant with two (2) or more years of active service could receive a potential maximum quarterly payout equal to the Flight Attendant's gross wages for the quarter multiplied by the Company's net profit margin.
  - e. A Flight Attendant with at least one (1) year of active service, but less than two (2) years of active service, could receive a potential maximum quarterly payout equal to the Flight Attendant's gross

wages for the quarter multiplied by one-half (1/2) of the Company's net profit margin.

- f. The Company may pay Flight Attendants at a higher level than provided for in paragraphs 1.d and 1.e, above.

2. Each Flight Attendant will be eligible to participate as follows:

- a. The Flight Attendant must have at least one (1) year of active service at the end of the quarter to be eligible.
- b. The Flight Attendant must be on the seniority list as of the last day of the quarter and must have worked at least one-half (1/2) of that quarter for a payout for that quarter.
- c. The Flight Attendant must also be on the seniority list on the day the quarterly payout occurs in order to receive the payout.

**S. Pyramiding and Compounding**

There will be no compounding or pyramiding of cancellation pay, drafting premium pay, extension premium pay, or holiday premium pay. A Flight Attendant will not collect cancellation pay for a cancelled or removed leg while collecting pay for a leg covering the same period of time.

**-END OF SECTION-**

## **SECTION 6: TRAVEL EXPENSES**

### **A. Lodging**

1. The Company will provide adequate single occupancy lodging at all overnight stations and will pay the cost of such lodging. The Company will consider the suggestions of the AFA Hotel Committee with respect to overnight lodging. In the bid package, the Company will identify the scheduled lodging facilities and the telephone number of those facilities. When the method of transportation between the airport and the lodging facility has been contracted directly by the Company with a party other than the hotel, that information will be identified as well. The Company will make reasonable efforts to attempt to negotiate the elimination of access charges for long distance telephone calls. The cost of telephone calls to the Company from a lodging facility for Company-required business will be reimbursed upon submission of receipts. Flight Attendants will use toll free calling when made available, and cell phone bills are not reimbursable.
2. When selecting lodging facilities, the Company will consider factors including safety, cleanliness, availability of food services, proximity to airport and cost. The Company will make prompt inquiries into written complaints received by the Vice President Inflight Services, or her/his designee, from the Chairperson of the Union Hotel Committee regarding the suitability of such facilities.
3. If the Company determines that more than one (1) overnight facility is appropriate at a particular location, it will notify in writing the Union Hotel Committee. The Company will meet with the Union Hotel Committee at a mutually agreed time and place to discuss concerns about accommodations when such issues are raised by the Committee but no more than once a quarter. The Company may determine at any time that a facility is no longer appropriate.

### **B. Crew Transportation**

1. The Company will provide and pay the cost of crew transportation between the airport and all designated lodging facilities, if necessary.
2. If a Flight Attendant or Flight Attendant crew is on an overnight without pilots and transportation between the airport and the lodging facility is not available within fifteen (15) minutes of the Flight Attendants' release time, one (1) member of the Flight Attendant crew may pay for a taxi and shall be reimbursed for that expense.



## **SECTION 7: SCHEDULING**

### **A. Union Scheduling Committee**

1. The Company will notify the MEC President or her/his designee each month after the trips have been constructed to afford a member of the Scheduling Committee, who will be an employee of the Company, the opportunity to review the trips and make recommendations. Such member of the Scheduling Committee may be removed from her/his schedule for purposes of this paragraph, in accordance with Section 21.C. Nothing herein will delay or hinder the Company's scheduling processes.
2. The Vice President Inflight Services, or her/his designee(s), will meet monthly with the Union's Scheduling Committee, in accordance with Section 21.C, if requested, to discuss scheduling issues.
3. At the request of the Union's MEC President, up to two (2) Union Scheduling Committee members, who will be employees of the Company, will be eligible to receive vendor-provided training associated with the software used in the trip construction process. Such training will be at no cost to the Company, including, but not limited to, costs for training, release from duty, travel, lodging and incidental expenses.
4. Nothing in this Agreement entitles the Union to strategic, proprietary or confidential information or access to meetings or discussions where such information may be discussed or revealed. Union representatives may be required to execute confidentiality and nondisclosure agreements to participate in the activities contemplated by this Section.

### **B. Trip Construction**

1. All known flying for the following month will be constructed into trips, to the extent practicable, except the Company will withhold five percent (5%) of block hours of known flying per month for Initial Open Time. Such known flying will be withheld as trips before the line bidding process.
2. A trip will not be constructed to exceed four (4) days. However, the Union MEC President, or her/his designee, may waive such limitation on a case-by-case basis to improve the quality of trips and lines. Such waiver will not be unreasonably withheld.
3. Trips will be constructed to begin and end at the Flight Attendant's domicile.

4. To the extent reasonably practicable and considering the Company's utilization parameters, operational productivity and performance, costs and efficient use of staffing, the Company will construct trips as follows:
  - (a) With block times frontloaded toward the beginning of the trip;
  - (b) To minimize the use of extended breaks within a duty period; and
  - (c) Maintain a mix of types of trips, e.g., 1-day, 2-day, 3-day, 4-day.

These parameters are to be considered in the context of the entire schedule and the parties recognize that not all trips will comply with these parameters.

5. Trips will be constructed in accordance with Section 9, Hours of Service.
6. The Company will meet and confer with the Union should it decide to build separate trip pairings for Flight Attendants than pilots.

**C. Preferential Bidding System (PBS)**

1. The Company will utilize and maintain a Preferential Bidding System (PBS), meeting the requirements of this Section and any other terms which have been mutually agreed upon by the Company and the Association, for the construction and awarding of monthly lines of time. Flight Attendants will use such system for bidding for monthly lines of time, except where an alternative system has been provided in accordance with this Agreement. PBS and training for the use of such system shall be provided at no cost to the Flight Attendant.
2. PBS will contain the following options/preferences:
  - a. Types of bid requests (the terminology in PBS may differ):
    - i. Global – A bid request that sets overall guidelines for the bidder's schedule.
    - ii. Prefer Off – A bid request used to request dates or days off during the month.
    - iii. Avoid – A bid request used to define unwanted trips or trip criteria during the month.
    - iv. Award – A bid request used to define preferences for work during the month.
    - v. Instruction – A bid request that provides special instructions to change or remove prior restrictions when processing your bid.
  - b. Types of preferences (the terminology in PBS may differ):
    - i. Prefer Off
    - ii. Departing On

- iii. Specific Aircraft Type
  - iv. Average daily credited hours
  - v. Pairing Check-in Time
  - vi. Pairing Release Time
  - vii. RON Check-in Time
  - viii. RON Release Time
  - ix. Pairing length
  - x. Maximum Legs per Duty Day
  - xi. Duty Time
  - xii. Fly with/Avoid Employee Number (of higher seniority)
  - xiii. Landings In
  - xiv. Layover Date
  - xv. Layover In
  - xvi. Layover Time
  - xvii. Sit time
  - xviii. Time Away From Base (TAFB)
  - xix. Pairing Number
  - xx. Pairing Credit
  - xxi. Credited time per TAFB
  - xxii. Pairings including specific Flight Number
  - xxiii. Minimum Days Off/Maximum Days On (Pattern)
  - xxiv. Minimum Schedule
  - xxv. Maximum Schedule
  - xxvi. Minimum Domicile Rest
  - xxvii. Front-end loading of flying on multi-day sequence
  - xxviii. Reserve
  - xxix. Buddy Bidding
  - xxx. Followed By
- c. Reserve bid request choices (blocks of reserve days will be pre-built, just as sequences are pre-built):
- i. Reserve Shifts (e.g. R1, R2, etc.)
  - ii. Days on
  - iii. Days off
  - iv. Length of Reserve block
- d. Additional preferences may be added or preferences may be deleted with mutual agreement between the parties.
3. Lines shall be constructed preferentially, in order of seniority, one (1) Flight Attendant at a time, with the Flight Attendant holding as many trips available at her/his seniority that meet her/his specific preferences, such preferences being stated in priority order, provided that those trips do not conflict with known absences, carry-ins, pre-awards, etc.

4. In the event of a failure preventing use of PBS for a bid period, an alternative bidding system will be made available to Flight Attendants in accordance with Letter of Agreement No. 2.
5. The Company will maintain two (2) computers and printing capability for each one hundred (100) Flight Attendants at a domicile for use in connection with this Section. However, no domicile will have fewer than two (2) computers and printing capability available for such use.
6. All known trips, including charters, shall be placed in the PBS program for bid, except for trips withheld in accordance with Section B.1, above.

**D. Line Construction**

1. The Company will apply any known absence(s) to a Flight Attendant's schedule. Carry-in(s)/absence(s)/pre-award(s) that are known at the time of bidding will be pre-planned in the bid process. The credit value of the known absence(s) will be reflected in the total value of the line for purposes of the line building parameters according to the below schedule:

Training	4.0 hours/day
Vacation	4.0 hours/day
Leaves of Absence	2.5 hours/day
Sick Leave	2.5 hours/day
Jury Duty	3.5 hours/day
Union Business (Section 21.C.)	3.5 hours/day
Special Assignment/Company Business	3.5 hours/day
Disciplinary Time Off	2.5 hours/day
Furlough	2.5 hours/day
Resignation	2.5 hours/day
Retirement	2.5 hours/day
Other	2.5 hours/day

[Pay, if applicable, and credit for other than line construction purposes, will be based upon the type of absence/event, as otherwise provided in this Agreement.]

2. A Flight Attendant who is available for an entire bid period will be scheduled for a minimum of ten (10) days off. A Flight Attendant who is not available for an entire bid period will have her/his days off prorated in accordance with the chart at Section 9.D.5.
3. Regular lines will contain a combination of trips, days off and known absences/pre-awards, and shall not contain reserve days. A regular line will not contain any out of domicile trip pairings, including charters, unless



the pairing begins and ends with a deadhead to and from the Flight Attendant's domicile. A regular line will be constructed with no less than seventy-five (75) credit hours, except as otherwise permitted in this Agreement, or more than ninety-seven (97) credit hours.

4. Reserve lines will contain only reserve days, days off, three (3) of which shall be Golden Days, and known absences/pre-awards.
5. Naps will be bid into Nap-only lines to the extent the number of available Nap trips is sufficient to construct a line. A Nap Line will be constructed with no less than thirty-five (35) or more than fifty (50) credit hours. If there are not sufficient Naps to construct a line, such trips will be placed into Open Time.
6. For purposes of line construction, the term "credit" shall not include duty rig or minimum day credit.
7. All lines shall be awarded in accordance with seniority. In situations where a Flight Attendant is denied a bid preference to ensure adequate daily coverage, such assignment shall be in accordance with seniority-available bid preferences of the Flight Attendant and forced in inverse order of seniority.

**E. Eligibility to Bid**

1. A Flight Attendant who will be available to work only part of the following bid period and has provided proper notification to the Company in accordance with this Agreement and/or applicable Company policy no later than the twelfth (12<sup>th</sup>) of the month of a return date in the following month (including, for example, a Doctor's release where applicable) will be allowed to bid during the bidding process and will be awarded a schedule for that portion of the month during which she/he will be available, with the number of minimum days off prorated based on the chart in Section 9.D.5 (e.g., a Flight Attendant returning from maternity leave mid-month).
2. A Flight Attendant withheld from service by the Company at the time of bids closing will be allowed to bid for a schedule for the following bid period in accordance with this Section.
3. A Flight Attendant with a known absence for an entire bid period will be permitted to shadow bid for the purpose of receiving pay and credit as owed pursuant to this Agreement where the known absence carries with it pay protection based on the value of the line she/he would have been awarded.

4. A Regular Lineholder who goes on inactive status after bids have closed will receive a bid award. Trips will be dropped to Open Time, consistent with paragraph K below, only for the known period of unavailability.
5. A Flight Attendant who is not eligible to bid a line will, as soon as possible after becoming available, coordinate her/his return to duty with the Inflight Services Department. A Flight Attendant who would have been a Regular Lineholder shall jointly construct a regular line from Open Time/withheld time with prorated days off in accordance with the chart in Section 9.D.5. If there are insufficient trips available, the Flight Attendant's line may be constructed with available trips and/or reserve days. If the Flight Attendant would have been on reserve status, she/he will be constructed a reserve line with prorated days off in accordance with the chart in Section 9.D.5. A Flight Attendant's preference for days off will be taken into consideration. A Flight Attendant who fails to coordinate her/his return to duty in accordance with this paragraph within twenty-four (24) hours after becoming available may be assigned a line (with trips, reserve days or both) with prorated days off.

**F. Bidding Process and Timeline**

1. No later than the time bids open, pairing packages will be made available to all Flight Attendants electronically via a system that may be accessed from home computers and Company computer terminals available for Flight Attendant use. Pairing packages shall contain all of the pairing information for all of the pairings in a given domicile available for bid. In the event of a major, previously unknown airline schedule change, after trips are constructed, the Bid Timeline noted below may be modified. In such an event, the Company will meet and confer with the Union.
2. Electronic bidding for the next bid period will commence no later than the twelfth (12<sup>th</sup>) day of the preceding bid period on or before 1700 General Office Time. A Flight Attendant will bid in her/his specific domicile.
3. A Flight Attendant must submit her/his final bid by 1700 General Office Time on the seventeenth (17<sup>th</sup>) day of the preceding bid period.
4. Should there be a "system failure" at a domicile, the Company will extend the acceptance of bids by twenty-four (24) hours at the affected domicile or by as long as the system failure exists, whichever is longer. A "system failure" exists when the service provider's system is not generally available for access for twenty-four (24) hours or longer due to a failure of the system itself; or when access routes to the system, e.g. telephone service, power, etc., is not available on a broad geographic scale at a domicile for twenty-four (24) hours or longer. Failure of a Flight Attendant's personal computer or failure due to the error of a user will not be considered a

“system failure”. When the acceptance of bids is extended in accordance with this provision, the deadlines for bid awards may also be extended by the Company for the same amount of time.

5. PBS will allow a Flight Attendant to revise her/his bid. The last bid submitted prior to the deadline will be the one considered in generating a line.
6. PBS will provide each Flight Attendant a bid confirmation for each bid submitted by the Flight Attendant.
7. Flight Attendants may buddy bid. The Flight Attendants who wish to bid together may try to do so by bidding the seniority number of the most junior Flight Attendant. If buddy bidding is not awarded, line preferences will be awarded at the lower seniority number.
8. Bid awards will be made available no later than 1700 General Office Time two (2) working days (exclusive of weekends and holidays) after the bid closes.
9. In unusual circumstances beyond the control of the Company or in the case of a necessary re-run of the bids, timelines for bidding and bid awards may be extended. In such circumstances, the Company will meet and confer with the Association.

**G. Bidding Award Disputes**

1. An individual report will be made available to each Flight Attendant each bid period that reconciles the Flight Attendant’s bid to her/his awarded schedule on a preference by preference basis.
2. A Flight Attendant who has an inquiry or believes she/he may have received a mis-award on her/his line shall notify her/his Chief Flight Attendant in writing, including electronic mail, within forty-eight (48) hours of the award.
3. The Company shall promptly review any inquiry submitted. If a programming or system error occurred, the affected Flight Attendant will be made whole (e.g. by awarding a trip or day off that should have been awarded to the Flight Attendant or pay protecting the Flight Attendant). No remedy will be available if the error was committed by the Flight Attendant (either in the choice of preferences, in bidding, or otherwise).

**H. Default Bids/Failure to Bid**

A default bid may be submitted at any time by a Flight Attendant, and will remain in effect until it is changed by the Flight Attendant, but no later than the date bids must be submitted for a given bid period. A Flight Attendant failing to make a bid or failing to meet the deadline will be assigned a line in the awards as per her/his default bid. If no default bid exists, the Flight Attendant will be assigned a reserve line.

**I. Month-to-Month Transition**

1. A Reserve Flight Attendant who transitions to a Regular Lineholder in the ensuing month may be required to continue a flight assignment into the ensuing month. Such Flight Attendant will be subject to the provisions of this Agreement applicable to Regular Lineholders in the ensuing month beginning at 0001 on the first day of the ensuing month. For example, the Flight Attendant will be eligible for cancellation pay in accordance with the provisions of this Agreement for any portion(s) of the trip that occurs in the ensuing month.
2. A Reserve Flight Attendant who is given an assignment that carries over into the ensuing month in which she/he is a Regular Lineholder with a final award containing a conflicting trip will be paid the greater of the reserve flight assignment or any lost block as a result of the carry-over trip.
3. A Regular Lineholder who transitions to a Reserve Flight Attendant in the ensuing month with a flight assignment that transitions into the ensuing month will continue on that flight assignment as a Reserve Flight Attendant into the ensuing month. Such Flight Attendant will be subject to the provisions of this Agreement applicable to Reserves in the ensuing month beginning at 0001 on the first day of the ensuing month. For example, such Flight Attendant will not be eligible for cancellation pay for any portion(s) of the assignment that occurs in the ensuing month.

**J. Electronic Board**

The Company shall provide an Electronic Board (EB), which shall be the exclusive means for picking up and swapping with Open Time and trip trades, as provided for in this Agreement. The EB may be accessed on Company computers available for Flight Attendant use in accordance with this Section or through the internet and will display the status of all adjustment requests (pending, denied or awarded). A denied request will state the reason for the denial. The EB will display all open flying at all domiciles. The EB will be processed in real time. The EB will be provided at no cost to the Flight Attendants.

**K. Open Time**

1. The Company may, at its discretion, hold Open Time for assignment to Reserves if the Reserve(s) are projected to fly below guarantee for the month.
2. Initial Open Time  
No later than twenty-four (24) hours after bid awards are posted, open flying withheld pursuant to paragraph B.1., above, will be posted for bid. Bidding will close thirty-six (36) hours after the Initial Open Time is posted. After the bidding period closes, the open flying shall be assigned to the most senior Regular Lineholder requesting such assignment who is legal pursuant to this agreement and the FARs.
3. Time withheld pursuant to paragraph B.1 that remains unassigned after the Initial Open Time awards are posted may be used by the Company for training, management flying or other purposes, or may be placed into Daily Open Time or assigned to Reserves pursuant to Section 8, Reserve.
4. Open Time that becomes available or remains unassigned after publication of the Bid Awards and after Initial Open Time, which has not been withheld by the Company pursuant to paragraph 3, above, will be posted for bid.
5. A Regular Lineholder may pick up a trip from Open Time on her/his day off. Such request will be approved on a first come, first served basis so long as it is legal pursuant to the FARs and this Agreement.
6. A Regular Lineholder may swap a trip in her/his line with a trip from Open Time. Such request will be approved on a first come, first served basis if it is legal pursuant to this Agreement and the FARs. In the event there are calendar days in the dropped trip(s) that do not overlap the same calendar days in the picked-up trip(s), reserve coverage will be verified prior to approval. This will occur even if the dropped trip is shorter than the trip being picked up. This is consistent with current practice.
7. Once implemented, there will be a testing phase of the EB to determine, among other things, the number of swaps the system will handle per day. The Company will meet and confer with the Union with respect to this issue during the testing phase and the parties will discuss the limit to be placed on the number of swap requests. The maximum number of swap requests allowed for each Flight Attendant will be no less than five (5) per

day, but that number may increase with the mutual agreement of the parties after the testing phase.

8. A Flight Attendant may request to drop a trip into Daily Open Time; such request may be approved at Company discretion.
9. A Regular Lineholder may pick up Open Time at another domicile. However, the Company shall not be responsible for lodging at the domicile, for arranging transportation to or from the domicile or for deadhead or per diem in connection with any such transportation. The Flight Attendant will be responsible for being available on time for her/his next assignment.
10. Open flying, once assigned, normally shall not be taken from the employee awarded the trip(s).
11. The Company may make reserve days available for pickup by Regular Lineholders on their day(s) off through the EB. A Regular Lineholder who serves such reserve duty will be paid above her/his minimum monthly guarantee the greater of three and three quarters (3.75) hours for each day of reserve, or the greater of actual or scheduled flight pay hours for the reserve day(s) picked up.
12. If, at any time, the Company determines that reserve coverage may not be adequate, it may designate specific Open Time trips as "premium" pickups. A Regular Lineholder who picks up a "premium" Open Time trip will be paid at her/his applicable hourly rate times one hundred fifty percent (150%) for the greater of actual or scheduled flight pay hours.

**L. Trip Trades**

1. A Regular Lineholder may trade her/his trip/day(s) off to another Regular Lineholder in accordance with this Agreement. The EB will provide a mechanism for Regular Lineholders to post trip(s) they wish to drop for pickup by other Regular Lineholders (i.e. a trade for days off).
2. A trip trade request must be submitted electronically no later than twenty-four (24) hours prior to the report time of the earliest trip at issue.
3. All trip trade requests must be for days in the same month, except a Regular Lineholder may trade a carry-over trip (that is, a trip that starts in one bid month and ends in the next bid month) for another carry-over trip that operates on the same days or the same days with additional day(s) at either end of the trip, or may trade such a carry-over trip to another Regular Lineholder for days off. (For example, a Regular Lineholder with a trip on November 29<sup>th</sup> through December 1<sup>st</sup> may trade that carry-over

trip with another carry-over trip on November 29<sup>th</sup> through December 1<sup>st</sup> or a carry-over trip from November 28<sup>th</sup> through December 1<sup>st</sup> or a carry-over trip from November 29<sup>th</sup> through December 2<sup>nd</sup> or may trade that carry-over trip to another Regular Lineholder for days off).

4. Trip trade requests that involve multiple trades involving more than two (2) Flight Attendants will not be considered.
  5. A Flight Attendant may participate in up to ten (10) trip trades per bid period. This maximum limit may be waived at Company discretion.
  6. Trip trade requests must be for an entire trip.
  7. Trip trades must not violate the FARs or this Agreement.
  8. A trade will not be approved unless both parties to the trade have made the request.
  9. Regular Lineholders in different domiciles may trade trips. However, the Company shall not be responsible for lodging at the domicile, for arranging transportation to or from the domicile or for deadhead or per diem in connection with any such transportation. The Flight Attendant will be responsible for being available on time for her/his next assignment.
- M. Reserve Flight Attendants may trade one (1) reserve day for another, subject to approval by Crew Scheduling.
- N. The Company may require up to a two (2) hour buffer at any time when there is any potential for illegality under the Agreement or the FARs as a result of a trade/swap.
- O. Any trade/drop/swap that has been approved may not be subsequently canceled except where the schedule adjustment was approved in error.
- P. If a trip trade or swap results in less hours flown (that is, the Flight Attendant drops more hours than she/he picks up), and for drops, the Flight Attendant's minimum monthly guarantee will be reduced by the net loss of hours. A trade, drop or swap may not cause a Flight Attendant to drop below sixty-two and a half (62.5) block hours. There shall be no limit on the amount of time a Flight Attendant may pick up through Open Time transactions or trip trades.
- Q. A Flight Attendant is responsible for her/his original trip or reserve day until her/his schedule adjustment request has been approved. Schedule adjustment requests are approved when the Flight Attendant obtains confirmation from the Company (such confirmation to be through the EB where the transaction was conducted through the EB). Once a schedule adjustment request is approved,

the Flight Attendant's original trip/reserve day is no longer her/his responsibility, except where the Flight Attendant is subsequently notified that the adjustment was granted in error.

**R. Company Scheduling Adjustments after Final Bid Awards**

The Company may use the following rescheduling/reassignment, drafting and extension provisions when necessary to prevent cancellations, prevent or reduce delays or otherwise maintain the integrity of the schedule.

1. Reschedule/Reassignment and Extensions

- a. To protect the integrity of the schedule, the Company may reassign/reschedule a Regular Lineholder's trip by adding or deleting flights or assigning the Flight Attendant to a different flight(s). A Regular Lineholder may also be extended through the involuntary assignment of additional flights provided the additional flights are scheduled to depart from the Lineholder's domicile after her/his originally scheduled duty out time.

The reassigned/rescheduled/extended trip must be scheduled to operate on the same day(s) as the original trip(s), regardless of when the reassignment/reschedule/extension occurs or how many times the Flight Attendant is rescheduled/reassigned/extended, absent consent by the Flight Attendant to the contrary.

- b. A Regular Lineholder will not be required to remain available at a domicile airport without an assignment beyond her/his assignment window of up to two (2) hours (five (5) hours during Irregular Operation (IROP) conditions) for the purpose of accepting further assignment. The assignment window will begin the later of:

- (1) Notification of rescheduling;
- (2) The last-block in; or
- (3) Report time.

The Flight Attendant may be required to report immediately for an assignment made during the assignment window. If an assignment is made during the assignment window that is scheduled to depart more than three (3) hours after the assignment has been made, the Flight Attendant will not be required to remain at the airport.

If the Flight Attendant is not given an assignment during the assignment window, she/he will be released until her/his next assignment.



A Flight Attendant will not be required to remain available at the airport for the purpose of accepting further assignment beyond her/his originally scheduled release time in her/his domicile.

- c. The Company will make reasonable attempts to notify a Flight Attendant in a timely manner of a known cancellation, reschedule or extension.
- d. A rescheduled/reassigned Flight Attendant will receive the greater of the pay and credit due for the originally scheduled trip or the pay and credit earned for the changed trip.
- e. For an extension, a Flight Attendant will be paid and credited at her/his applicable hourly rate times one hundred fifty percent (150%) for the actual or scheduled flight pay hours, whichever is greater, outside her/his original trip. The fifty percent (50%) premium shall be paid and credited above the Flight Attendant's minimum monthly guarantee.
- f. A reassigned/rescheduled/extended trip must be constructed in accordance with the provisions of paragraph B., above.
- g. Changes to a Reserve's trip shall not be considered to be reschedules/reassignments/extensions and are not governed or limited by these provisions.

2. Cancellation Pay

- a. If a Regular Lineholder, including a Part-Time Flight Attendant, is involuntarily removed (for any reason other than her/his own illness, injury, leave of absence, retirement, suspension, termination or failure to report) from a trip or portion of a trip on her/his final bid award, or a trip or portion of a trip that she/he voluntarily picked up from Open Time, or was assigned as a result of drafting or trip extension, she/he will be credited with the greater of the scheduled block hours or actual time flown for that trip. This provision does not apply to time removed from a Regular Lineholder's schedule because of labor disruption. If a premium pay factor as set forth in Section 5.H. (Drafting Pay), 5.K. (Trip Extension), or 5.L. (Voluntary Open Time) applies to the cancelled trip or trip portion, the premium will be included in the calculation and paid and credited as described in this paragraph. A Regular Lineholder who loses such time will be subject to reassignment consistent with this Agreement and may be placed on reserve on the day(s) of the affected trip, except that on the last day of a multi-day trip, the Flight Attendant

will not be scheduled for a trip that extends more than three (3) hours beyond her/his originally scheduled duty period.

- b. A Regular Lineholder affected by the above provision may be offered to sit ready reserve on the day(s) of the affected trip, such assignment to be accepted or rejected at the Flight Attendant's option. A Flight Attendant who sits ready reserve pursuant to this paragraph will be credited the ready reserve rate of four (4) hours in addition to the pay owed pursuant to paragraph a., above.
- c. If one (1) or more Regular Lineholders reporting for a trip that is cancelled are to be released at the discretion of the Company, the choice of who is to be released will be on a seniority basis from amongst such reporting Regular Lineholders.

3. Drafting

- a. To protect the integrity of the schedule, the Company may draft a Flight Attendant to fly on her/his scheduled day(s) off.

The following order of assignment will be used. However, the Company is not required to burn through its last Reserve prior to drafting.

- i. Available Reserves in domicile;
  - ii. The most junior Flight Attendant available in domicile;
  - iii. Available out-of-domicile Reserves, if practical;
  - iv. The most junior Flight Attendant available at another domicile, if practical.
- b. The Company will contact all legal Flight Attendants in the domicile in inverse seniority order. If the Company is not successful in contacting a legal Flight Attendant in the domicile, it may, but is not required to, draft a Flight Attendant out of domicile.
  - c. A Flight Attendant shall not be drafted if it would project her/him above one hundred (100) credit hours per month, as provided in Section 9.A.2., (or sixty (60) hours for part-time as provided in Section 27, Part Time Flight Attendant Program), including voluntarily picked up flying. However, if the Company gets to the top of the seniority list without assigning the trip, it may return to the bottom of the list and attempt to assign the flight without regard to the one hundred (100) credit hour exemption. This provision is not intended to relieve the Flight Attendant from completing the scheduled flying on her/his bid schedule.

- d. No Flight Attendant will be drafted more than two (2) times, which cumulatively will not exceed three (3) duty periods (or one (1) Nap) in a month or seven (7) duty periods in any calendar year, without her/his agreement.
- e. A Flight Attendant who is drafted will be paid and credited the greater of: (1) his/her applicable hourly rate times one hundred fifty percent (150%) for all actual or scheduled, whichever is greater, drafting flight pay hours; or (2) three and one-half (3.5) hours (5 hours for a Nap) at her/his applicable hourly rate of pay.
- f. A Reserve Flight Attendant may not be drafted on a Golden Day. Flight Attendants whose trips are dropped for Union Business may not be drafted on those days.
- g. A drafting confirmation number will be provided when a Flight Attendant is drafted.
- h. The Company tracking method for drafting shall be made available for review by the MEC President or her/his designee in case of a timely dispute involving a specific drafting assignment.

**S. Unscheduled Overnights**

A regular Flight Attendant who is prevented from returning to her/his domicile at the end of a trip as a result of weather or mechanical may, at the Company's option, be returned to the domicile on the next or later flights, be required to remain with the aircraft, or be deadheaded home on another carrier. If the Company does not require the Flight Attendant to remain with the aircraft, it will make a reasonable effort to return the Flight Attendant to her/his domicile at the earliest reasonable opportunity. This provision shall not require the Company to purchase an airline ticket. The Flight Attendant will be released when she/he first arrives at her/his domicile the day following the overnight. Such Flight Attendant will not be required to fly more than three (3) legs including deadhead on such day in order to arrive back at domicile.

**T. Deadhead**

1. Pay

- a. A Flight Attendant will receive one hundred percent (100%) of the applicable flight pay hours for the scheduled flight time of a deadhead.
- b. A Flight Attendant required by the Company to use surface transportation to deadhead from one point to another shall receive

fifty percent (50%) of the applicable flight pay hours for the scheduled flight time between points for such deadhead but not less than one (1) hour's pay. When no scheduled flight time is available, the Company will compute applicable time at ATR block speeds.

- i. A Flight Attendant will not be required to use her/his personal vehicle for surface transportation, but, if permitted to do so, she/he shall be paid the mileage expense reimbursement at the rate of thirty-two and one-half cents (\$.325) per mile, AAA mileage.
  - ii. When the Company authorizes a rental vehicle for surface transportation, the Flight Attendant operating such vehicle shall be covered by the Company's liability, comprehensive and collision insurance policy. Should the Flight Attendant not decline additional coverage offered by the rental agency, the Company shall not be responsible for any additional cost for such coverage.
2. A Flight Attendant deadheading on-line shall be provided with positive space transportation.
3. When the first scheduled leg(s) of a trip contains a deadhead leg(s), a Flight Attendant may request not to take the scheduled deadhead and instead report for duty forty-five (45) minutes prior to the first leg she/he is scheduled to fly. When the last scheduled leg(s) of a trip contains a deadhead leg(s), a Flight Attendant may request to be released from duty prior to such scheduled deadhead. The Flight Attendant will be compensated for the scheduled value of the original deadhead.

**U. Conversations with Crew Scheduling**

1. Recordings
  - a. The Company shall utilize an automatic recording device for the purpose of recording phone conversations between Crew Scheduling and a Flight Attendant. The Company will take appropriate and reasonable steps to ensure that telephone conversations are not recorded selectively. In the event of a malfunction, the Company will take expeditious steps to return the system to its full working order.
  - b. There shall be no general audit of the tapes.
  - c. All recordings will be kept by the Company for a minimum of ninety (90) days. In the event of a dispute involving a specific recorded

conversation, the MEC President, or her/his designee, will, upon request to the Director Inflight Operations, or her/his designee, be allowed to listen to relevant portions of the tapes at a mutually agreeable time. The Company will not be required to search its recording archives for a specific conversation outside a one (1) hour window specified by the MEC President, or her/his designee. If requested, a copy of the recording will be provided to the MEC President or her/his designee.

2. The Company may only contact a Flight Attendant during the first hour or last hour and a half of FAR-required rest, except to notify the Flight Attendant of an emergency (such term to be narrowly construed). If a trip cancels or the Flight Attendant's duty-in time is delayed by more than three (3) hours, the Flight Attendant will be notified. If any member of a crew (pilots and/or Flight Attendants) is notified of such cancellation or delay, all Flight Attendants will be notified at the time.

**V. Errors**

When an inadvertent scheduling or clerical error results in a loss of credited time to a Flight Attendant, through no fault of the Flight Attendant, the Flight Attendant shall be paid and credited for any time lost, provided that the Flight Attendant uses reasonable diligence to discover the error and notifies the Company of the error immediately upon its discovery. This paragraph is intended to provide, for example, that if more Flight Attendants than needed are scheduled for and report for the same trip, the Flight Attendant who is denied the trip will receive credit for it, unless she/he is assigned to a trip of equal or greater value. It also provides for correction of clerical errors resulting in underpayment for credited time, as defined in the Agreement, to which a Flight Attendant is entitled. It does not provide, for example, that an error in adding up the value of a bidding would require that the Flight Attendant receive more than the credited time actually flown by her/him or otherwise due the Flight Attendant under other provisions of the Agreement (e.g., sick pay, deadhead, training pay).

**W. General**

1. The senior Flight Attendant may choose the "A" or "B" position on the aircraft.
2. If more Flight Attendants than needed are scheduled for and report for the same trip (as a result of a scheduling error, downgrade, etc.), the choice to remain on the trip from amongst the reporting Regular Lineholders shall be on a seniority basis. The Company is not required to retain a Reserve Flight Attendant on such trip.

**-END OF SECTION-**

## **SECTION 8: RESERVE**

### **A. Reserve Lines**

1. Using PBS, a Reserve Flight Attendant will bid for days off, golden days and reserve days/shifts.
2. A Reserve Flight Attendant shall be scheduled for ten (10) days off in a bid period. Three (3) of these days shall be Golden Days. A Reserve Flight Attendant may not be drafted on a Golden Day, nor scheduled or rescheduled for a trip that operates on a Golden Day.

### **B. Reserve Shifts and Call Out**

#### 1. Reserve Shifts

- a. Known reserve shifts will be identified in the bid package.
- b. A Reserve Flight Attendant will be on-call for up to twelve (12) hours on each reserve day in her/his line. The on-call period will be designated on the reserve's Bid Award. A Reserve Flight Attendant will remain available for telephone contact for an additional three (3) hours beyond her/his on-call period. A Reserve Flight Attendant contacted during that three (3) hour period will be given at least eight (8) hours rest before she/he is required to report for duty.
- c. Crew Scheduling may determine that it is necessary to change a Flight Attendant's reserve shift. Flight Attendants affected will be notified of the change by the end of the Flight Attendant's previous day's shift. In such cases, the Flight Attendant must have no less than nine (9) hours of actual rest immediately preceding and following the changed shift period. In no case, however, can the shift for the first day of a block of reserve days be changed without the Flight Attendant's consent.

#### 2. Call Out

- a. A Reserve Flight Attendant must be at a location that allows her/him to report to the domicile as soon as possible but no later than two (2) hours after being contacted by Crew Scheduling. The notice requirement will not apply to a Ready Reserve or a Reserve Flight Attendant who is already at the airport.
- b. A Reserve Flight Attendant must be contactable by phone at all times during her/his shift plus three (3) hours, as noted in paragraph B.1.b, above. If the Flight Attendant does not answer, a

message will be left that instructs the Flight Attendant to return the call immediately. A Flight Attendant must contact Crew Scheduling within fifteen (15) minutes of receiving a call. The Flight Attendant must be available to report as soon as possible but no later than two (2) hours from the time of the initial call from Crew Scheduling. It is the responsibility of the Flight Attendant to make certain that her/his phone is in working order at all times (including quality of service) and that Crew Scheduling has a correct, working phone number where the Flight Attendant can be reached. The Company will attempt at least two (2) different numbers given to Crew Scheduling by the Flight Attendant.

- c. Crew Scheduling may give an assignment to a Reserve Flight Attendant before the reserve period starts (such as a morning trip or an early ready reserve shift) although the Reserve Flight Attendant is not required to be available for contact before the reserve period starts.
- d. A Reserve Flight Attendant who has not received an assignment by the end of her/his reserve on call period will not be required to be available for call until the start of her/his next reserve on call period. However, such Reserve Flight Attendant may be given an assignment prior to the end of her/his reserve on call period that will extend beyond or commence after the end of her/his reserve on call period.
- e. Once given an assignment, a Reserve Flight Attendant, other than a Ready Reserve or a Reserve Flight Attendant already at the airport, is not required to remain contactable during the two (2) hours before her/his assigned report time. However, a Reserve Flight Attendant may contact Crew Scheduling prior to leaving for the airport to check on the status of her/his assignment or Crew Scheduling may attempt to contact the Flight Attendant to inform her/him of a cancellation or rescheduled assignment. Crew Scheduling may only contact a Reserve Flight Attendant during the first hour or last hour and a half of FAR-required rest, except to notify the Flight Attendant of an emergency (such term to be narrowly construed).

**C. Assignments**

- 1. Reserve Flight Attendants will not be assigned Open Time more than three (3) days in advance. E.g., on Sunday, a Reserve Flight Attendant may be given an assignment that requires her/him to report on Sunday, Monday, Tuesday or Wednesday. A Reserve's assignment will be posted electronically. The Reserve may contact Crew Scheduling to confirm and

verify the trip. Crew Scheduling will call to notify a Flight Attendant of her/his reserve assignment no later than the day prior to the assignment if the Flight Attendant has not verified the assignment. A Reserve Flight Attendant, except a Ready Reserve, shall not be called out to the airport without an assigned trip or flight number.

2. Crew Scheduling will assign trips to Reserve Flight Attendants in the following order:
  - a. Days of availability on Reserve;
  - b. Least number of block hours for the month;
  - c. If days of availability are the same and block hours are within one (1) hour of each other, first in/first out (FIFO) will apply.

Example: First, Crew Scheduling will look at the report time of an assignment when making the determination as to who shall fly the trip. The trip will be given to the Flight Attendant whose days of availability match the duration of the trip. If there is more than one (1) such Flight Attendant, it will be given to the Flight Attendant with the least amount of block hours for the month. However, if that Flight Attendant's block hours are within one (1) hour of the block hours of an otherwise eligible Flight Attendant, first in, first out will apply.

3. The Company may not schedule or reschedule a Reserve Flight Attendant to exceed one hundred (100) credit hours per month as provided in Section 9.A.2. However, a Flight Attendant who was scheduled in compliance with this provision at the start of an assignment will complete the assignment even if to do so will cause her/him to exceed one hundred (100) credit hours. After completing an assignment, a Reserve Flight Attendant who has accrued at least one hundred (100) credit hours will have the option to be released from her/his remaining reserve days for the month.
4. The Company may move up to five (5) non-golden days off at any time. In that event, the Flight Attendant will be treated in accordance with paragraph 5, below.
5. If a Reserve Flight Attendant is required by the Company to work on a scheduled day off she/he either will be given another day off within the bid month or will be given another day off within thirty (30) days of working the scheduled day off. At the Flight Attendant's option, she/he may choose, instead of a compensatory day off, compensation for such assignment over the monthly guarantee. The compensation referred to in this



paragraph shall be the greater of three and three quarters (3.75) hours or time flown.

6. When an assignment other than ready reserve is given to a Reserve Flight Attendant, Crew Scheduling will identify the published pairing number. If the pairing is not published, the Flight Attendant will be notified of the following: overnight location(s), trip number, aircraft type and report/release times. If Crew Scheduling is aware at the time the assignment is made that the layover hotel is different from the regular layover hotel, Crew Scheduling will notify the Flight Attendant of the hotel contact number and any known special transportation arrangements.

**D. Ready Reserves**

1. A Ready Reserve is a Flight Attendant who is required to report to the airport without a specific flight assignment and is to be at the airport for the sole purpose of being available to receive a flight assignment.
2. The duty period for a Flight Attendant on Ready Reserve will not exceed eight (8) hours, unless she/he receives an assignment. If a Ready Reserve is not given an assignment prior to the end of the eight (8) hour ready reserve period, the Ready Reserve Flight Attendant shall be released until her/his next assignment or reserve period. If a Flight Attendant returns from an assignment she/he may be required to complete her/his original ready reserve period.
3. The Company may assign a Flight Attendant to ready reserve as operational requirements warrant. Insofar as may be practicable, ready reserve will be assigned to Reserve Flight Attendants on an equitable basis.
4. The ready reserve shift time will be given to a Flight Attendant when she/he is assigned to ready reserve.
5. A Flight Attendant who is assigned a ready reserve shift while on regular reserve shall have two (2) hours to report to the domicile.
6. Duty time for a Ready Reserve begins at scheduled or actual report time, whichever is later.
7. A flight assignment given to a Flight Attendant on ready reserve will be scheduled to depart no later than two (2) hours after the end of his/her ready reserve period.
8. Prior to release, a Ready Reserve may be assigned any trip he/she is legal to fly, in accordance with the provisions of this Agreement and the

applicable FARs, so long as the trip does not interfere with his/her vacation.

9. Assignments to Ready Reserves are not subject to the requirements in paragraph C.2, above.
10. A Flight Attendant who is assigned ready reserve will be paid and credited with four (4) block hours, or actual hours flown, whichever is greater.
11. At the ATL domicile, the Company shall provide a clean, comfortable, quiet facility for the use of Reserve Flight Attendants assigned to ready reserve. This room must be located in a reasonable proximity to the crew room, except that the Company may, instead, provide same-sex day rooms at a nearby hotel. At other domiciles where Flight Attendants are assigned to sit ready reserve, the Company will make reasonable efforts to provide a similar facility at the airport. If a similar facility or a day room is not provided, the Company will meet and confer with the MEC President or her/his designee, for the purpose of reaching a mutually acceptable alternative.
12. No more than five (5) ready reserve periods will be assigned to a Flight Attendant in a bid period.
13. A Flight Attendant shall be in uniform at the airport, prepared to fly, during a ready reserve period.
14. The Ready Reserve will be available to board the aircraft immediately unless detained by physiological needs, in which case the Ready Reserve will be on board the aircraft within ten (10) minutes of notification of an assignment.

**E. Additional Assignment**

At the completion of her/his assignment and prior to leaving the airport, a Reserve Flight Attendant must contact Crew Scheduling. Upon contact by the Flight Attendant, the Company will either:

1. Give the Flight Attendant another assignment; or
2. Release the Flight Attendant into her/his rest; or
3. Require the Flight Attendant to remain at the airport for up to one (1) hour for the purpose of accepting further assignment, provided that such assignment is scheduled to begin no more than three (3) hours from the block in time of her/his previous assignment; or

4. Permit the Flight Attendant to leave the airport and remain on call until her/his reserve period is over. For the purpose of this paragraph, a Flight Attendant's reserve period shall begin when she/he checks in for the duty period.

**F. General**

1. A Reserve Flight Attendant not assigned to duty may request to be released from her/his reserve period early on the last day of a sequence of reserve days. Such request may not be made until the Flight Attendant is within three (3) hours of the end of the reserve on call period or after the last flight departs from the domicile, whichever is earlier.
2. All assignments given to Reserve Flight Attendants must be in accordance with the Agreement and FARs.
3. A Reserve Flight Attendant may be assigned to reserve out of domicile, at any location, for a period not to exceed five (5) calendar days, inclusive of position into and out of the domicile.
4. Duty time for a Reserve Flight Attendant begins at the time that she/he reports for a flight assignment or ready reserve period.
5. The EB will allow a Flight Attendant to view, in real-time, the following:
  - a. Availability of all Reserve Flight Attendants;
  - b. On-call periods for other Reserve Flight Attendants;
  - c. Trips assigned to other Reserve Flight Attendants;
  - d. Complete schedule for other Reserve Flight Attendants;
  - e. Unassigned current Open Time.
6. A Flight Attendant who has not been given an assignment by the end of her/his call-out period pursuant to paragraph B.1.b above on her/his last day of reserve shall be automatically released until her/his next call-out period or other assignment.

**-END OF SECTION-**

**SECTION 9: HOURS OF SERVICE**

- A.
1. The Company shall schedule Flight Attendants consistent with the requirements of this Agreement and in accordance with applicable regulations.
  2. A Flight Attendant shall be scheduled for no more than one hundred (100) credit hours per month. A Flight Attendant may voluntarily exceed the one hundred (100) hour scheduling limit. If a Flight Attendant has increased her/his time through trip adds and/or trades, the maximum credit time will be increased by a corresponding number of hours. For the purpose of this provision, "credit" shall not include duty rig/minimum day credit and "credit" for absences shall only include vacation, OJI, military leave, bereavement leave, jury duty and Union business as provided for in this Agreement.
  3. A Flight Attendant will not be required to begin a trip from her/his domicile which, if flown as scheduled, would cause her/him to exceed the limitation in paragraph A.2, above. If this limitation would be reached, Crew Scheduling may reschedule the Flight Attendant to avoid reaching this limit.
  4. If a Flight Attendant exceeds the limit in paragraph A.2, above, (including any increase to that limit as set forth in that paragraph) during a trip due to unforeseen circumstances (e.g., ATC delays, weather, mechanicals, etc.), she/he will finish her/his trip but will be removed, at her/his option, from any trip(s) remaining in her/his line for the current month.
  5. It will be the Flight Attendant's responsibility to calculate the scheduled bid period maximum set forth in paragraph A.2., above, (including any increase to that limit as set forth in that paragraph). In addition, the Flight Attendant must notify the Company as soon as possible that she/he will exceed her/his monthly maximum and wishes to be removed/rescheduled from her/his remaining trip(s). A Flight Attendant wishing to be removed/rescheduled from her/his trip must notify Crew Scheduling no later than 2000 (General Office Time) the evening before the trip is to begin.
  6. For the purpose of calculating whether a Reserve Flight Attendant's bid period maximum would exceed the bid period maximum set forth in paragraph A.2, above, (including any increase to that limit as set forth in that paragraph), a day of reserve will be assigned the value of three hours and forty-five minutes (3:45). If the Reserve Flight Attendant's actual block hours for the month plus three hours and forty-five minutes (3:45) exceeds the bid period maximum set forth in paragraph A.2, above, (including any increase to that limit as set forth in that paragraph), the Flight Attendant will not be required to sit that day of reserve.

**B. Duty Time**

1. Duty In

a. At Domicile

Duty time will normally commence sixty (60) minutes prior to scheduled departure of the trip, or actual check-in, whichever is later. The Company may adjust this duty in time for some or all trips to any time between and including forty-five (45) and sixty (60) minutes when necessary for operational reasons. Such adjustment shall be indicated on the bid award, if known at the time of the bid award. If an adjustment is made after the bid award, the Flight Attendant will be notified as soon as practicable.

b. Away from Domicile

Duty time will normally commence forty-five (45) minutes prior to scheduled departure of the trip, or actual check-in, whichever is later. The Company may adjust this duty in time for some or all duty periods to any time between and including thirty (30) and forty-five (45) minutes when necessary for operational reasons. Such adjustment shall be indicated on the bid award, if known at the time of the bid award. If an adjustment is made after the bid award the Flight Attendant will be notified as soon as practicable.

The Company may change duty in time for operational reasons such as to accommodate rest time and/or duty time legalities (both FARs and the Agreement). A Flight Attendant whose duty in time has changed and that change has caused her/his rest time to be less than eight and one-half (8.5) hours may pay for a taxi (one (1) per Flight Attendant crew) if necessary to arrive at the airport at a time consistent with the new check in time, and the Company will reimburse the Flight Attendant upon presentation of a receipt.

2. Duty Out

Duty time terminates fifteen (15) minutes after block-in of the flight, or actual release from duty, whichever is later. After block-in plus fifteen (15) minutes, a Flight Attendant may not be assigned additional flying for that duty period, unless the Company has attempted to contact the Flight Attendant to assign additional flying before that time, in which case she/he will be deemed not to have dutied out and may be assigned the additional flying. If the Company asserts that it attempted to contact the Flight

Attendant before block in plus fifteen (15) minutes, the burden of proving that fact will be on the Company.

3. A duty period will not be scheduled to exceed fourteen (14) hours. Actual duty periods will not exceed sixteen (16) hours (“actual duty limit”). A Flight Attendant may volunteer to complete a flight that would cause her/him to exceed the actual duty limit. A Flight Attendant who does not want to voluntarily exceed the actual duty limit will notify the Company as early as possible, particularly considering the Company’s opportunity to replace the Flight Attendant, and she/he will be placed into rest so as not to exceed the actual duty limit.
4.
  - a. When deadheading on the last leg(s) of a trip in order to return a Flight Attendant to the domicile on an unscheduled basis (i.e., the deadhead(s) was not part of the original trip), her/his duty period will end at block out of the deadhead flight, and her/his rest period will begin fifteen (15) minutes after block in at the domicile. This provision may be used only if the deadhead flight(s) would cause the Flight Attendant to exceed the on-duty limitations of this Agreement.
  - b. To accommodate a deadhead to/from training, a Flight Attendant may be scheduled to exceed the on-duty limitations in this Agreement.
  - c. All other deadhead time will be considered duty time for purposes of on-duty limitation.

**C. Rest**

1. Except where this Agreement is more restrictive, duty time and rest shall be in accordance with the FARs applicable to Flight Attendants.
2. The Company will schedule a Flight Attendant for at least ten (10) hours of rest following the end of a trip at her/his domicile. Rest in domicile may be reduced on an unscheduled basis as long as a Flight Attendant receives at least nine (9) hours of rest at the end of a trip in domicile.
3. The Company will schedule a Flight Attendant for at least eight (8) hours of rest following the end of a duty period that ends away from her/his domicile. If a Flight Attendant receives less than nine (9) hours of rest following such duty period, she/he will be scheduled for no more than twelve (12) hours of duty in her/his next duty period.

**D. Days Off**

1. a. Each Flight Attendant shall be scheduled for a minimum of ten (10) calendar days off per month at her/his domicile. A Flight Attendant's days off may be reduced below the minimum days off involuntarily only on an unscheduled basis.
- b. (1) A Flight Attendant whose minimum days off have been reduced involuntarily shall have the option of receiving an additional three hours and forty-five minutes (3:45) of pay and credit for each day worked below the minimum or a compensatory day(s) off during the bid period. The Flight Attendant and the Company shall mutually agree upon the compensatory day off.
- (2) However, if a Flight Attendant was scheduled for more than ten (10) days off but has reduced his/her scheduled days off voluntarily to ten (10) or less, she/he will be eligible to receive a day off without pay for the first day of unscheduled involuntary work. The Flight Attendant may decline this day off. She/he will have the option of receiving an additional three hours and forty-five minutes (3:45) of pay and credit for each subsequent day of unscheduled involuntary work or a compensatory day(s) off during the bid period. The Flight Attendant and the Company shall mutually agree upon the compensatory day off.
- c. The compensatory day off option shall not be available to a Flight Attendant who does not have enough days of work left in the bid period to drop. She/he shall be paid and credited three hours and forty-five minutes (3:45) for each day off lost involuntarily.
- d. Nothing in this Section shall preclude a Flight Attendant from voluntarily dropping below the minimum number of days off.
2. A Flight Attendant will have at least one (1) calendar day off at her/his domicile in seven (7) days. A Flight Attendant may, at her/his option, waive this provision, provided that the FARs are met.
3. A Flight Attendant shall not be required to keep the Company informed of her/his whereabouts on days off and vacation.
4. For purposes of determining days off, if a duty period is scheduled to terminate before 2400 and actually terminates in a Flight Attendant's domicile after 2400 but before 0200 on the next day, it will be considered to have terminated on the prior day.
5. Days Off Pro-Rate Table

The following chart will be used to determine the pro-rated number of scheduled days off in any month when the Company creates a monthly schedule for a Flight Attendant for less than a full month in accordance with Section 7, Scheduling.

Days Available	Minimum Days Off
1-2	0
3-4	1
5-7	2
8-10	3
11-13	4
14-16	5
17-19	6
20-22	7
23-25	8
26-28	9
29-31	10

**E. General**

1. The Company will provide single occupancy lodging for a Flight Attendant during a trip when she/he is scheduled or rescheduled for a five (5) or more hour period between flights away from domicile or a six (6) hour or more period between flights in domicile during a trip. For purposes of this paragraph, the period(s) of time between flights is determined prospectively from the time of the scheduling or rescheduling.
2. The MEC President may waive the duty and rest provisions of this Agreement, not to exceed FAR limits.

**-END OF SECTION-**



## **SECTION 10: TRAINING**

### **A. Scheduling of Required Training**

1. In November of each year, the Company will post electronically a list of Flight Attendants showing their expected due months for recurrent training for the ensuing year. The Company may reset recurrent training due months when it deems appropriate and will so notify the Flight Attendant as soon as practical.
2. Awarding/Assigning Recurrent Training
  - a. The Company will post electronically recurrent training dates and times and a list of Flight Attendants who will bid for recurrent training for the following month by the first (1<sup>st</sup>) of each month. (Example, a Flight Attendant bidding for training in June will do so beginning on the first (1<sup>st</sup>) of May).
  - b. Bids for recurrent training classes will be submitted electronically and will remain open until noon General Office Time on the fifth (5<sup>th</sup>) day after the bids were posted.
  - c. Subject to paragraph A.2.f, below, recurrent training classes will be awarded in seniority order. A Flight Attendant who fails to bid properly or to submit adequate bids will be assigned a training date and time after all other Flight Attendants who bid for training that month have been awarded a training date.
  - d. The Company will publish the monthly recurrent training awards/assignments for the following month with the bid package.
  - e. Prior to PBS implementation and at any time that the provisions of Letter of Agreement No. 2 are in effect, the Company will drop scheduled trips, portions of trips, or other assignments that conflict with the awarded or assigned recurrent training. The extent of a trip or assignment that is dropped because it partially conflicts with training will be based upon the needs of the service. A Flight Attendant will not be paid for any trip, portion of a trip or other assignment that is dropped as a result of the award or assignment of training. Known training will be scheduled as a pre-award in the PBS.
  - f. If a Flight Attendant fails to attend recurrent training as scheduled, the Flight Attendant will be assigned to a recurrent training class by the Company in that month or a subsequent month notwithstanding bidding or seniority. A Flight Attendant assigned to recurrent

training by the Company pursuant to this paragraph will not be paid for any assignment that conflicts with the training.

3. When deemed appropriate by the Company, the Company may publish "TR" days in bid lines, or as a pre-award in PBS, which will indicate days of assigned training.
  4. Should it become necessary to train Flight Attendants within a short amount of time (i.e., ninety (90) days or less), the Company will contact the MEC President to discuss an alternate way of conducting training in an expeditious manner.
  5. For training scheduled after bids are awarded, any trip(s) that conflicts with training shall be dropped from the Flight Attendant's final bid award. The Flight Attendant shall participate in training on days as scheduled. Except for training scheduled pursuant to paragraph A.2.f, above, if a trip is dropped in order for a Flight Attendant to attend training, the Flight Attendant shall be paid for lost scheduled time and any deadhead time, if applicable, for the entire trip or training pay, whichever is greater.
- B. A Flight Attendant will not be required to return from vacation or leave for any required training.
- C. Except when two (2) eight-hour training sessions are conducted on the same day, training, other than as necessary based on the availability of aircraft, shall not be scheduled between the hours of 2300 and 0500.
- D. A Flight Attendant who fails recurrent training will be removed from pay status until the Flight Attendant has successfully completed recurrent training and has been returned to her/his original schedule. Such Flight Attendant will attend the next scheduled recurrent training class (unless the next class is scheduled for the following day, in which case the Flight Attendant may elect to attend the next class after that). The continued employment of a Flight Attendant who fails two (2) successive attempts at completing recurrent training will be at the discretion of the Company.
- E. Home Study**
- If the Company elects to use any method of training such as "home study" that is in lieu of formal ground school to comply with FAA requirements, a Flight Attendant will be paid and credited three and one-half (3.5) hours at her/his applicable hourly rate for each eight (8) hours, prorated, of FAA-approved training credit earned in home study.

**F. General**

1. A Flight Attendant who is not prepared at the time she/he reports for a training event will not be permitted to attend the training event and will not receive training, deadhead, or any other pay credit for the day, unless she/he actually flies a trip(s), in which case she/he will receive the pay credit for any trip(s) actually flown.
2. A Flight Attendant is required to satisfactorily complete all the required training to successfully progress through each required training event.
3. Training under this provision is defined as instruction specified in or pursuant to the Company's FAA-approved Flight Attendant Training Curriculum or as otherwise required by the Company.
4. Upon request, the Company will meet with the Union's MEC President to discuss any substantial modification in the Company's training program or training requirements.
5. Flight Attendants who have questions, concerns or problems related to training, which have not been satisfactorily resolved directly with the Company, may request review of such matters by the Union, which will then investigate and consult with the Company and make a report containing a recommendation, if any, and its findings. In the event a Flight Attendant disputes any aspect of her/his training, no grievance will be filed until this procedure has been completed. At such time, the Flight Attendant may file a grievance pursuant to Section 3, Grievances.
6. Nothing in this Section will apply to initial new hire training.
7. A Flight Attendant who is required to leave her/his domicile for training will be entitled to the provisions of Section 6, Travel Expenses and scheduled deadhead time.
8. Time spent by a Flight Attendant attending required training shall be considered duty time.
9. A Flight Attendant will not be required to pay for training required by the Company.
10. Posting, publishing and bidding of training may be done electronically.
11. A Flight Attendant attending recurrent training may wear jeans and athletic shoes if allowed by the training facility. Jeans and athletic shoes must be clean, neat and free of patches, holes or frayed edges. In addition, Flight

Attendants shall comply with other dress and grooming requirements set by the Company.

12. A Flight Attendant required to deadhead to or from training will be notified of her/his travel information electronically.
13. Travel and lodging information for Flight Attendants being trained out of domicile will be provided electronically.

**-END OF SECTION-**

**SECTION 11: SENIORITY**

**A. Accrual**

1. Seniority as a Flight Attendant shall be based upon length of service as a Flight Attendant with the Company.
2. Seniority shall begin to accrue from the date a Flight Attendant commences Company Flight Attendant training, unless trained under the Company's Contingency Program. A seniority number shall be assigned only after successful completion of the initial FAA-approved training course, including IOE.
3. Persons trained under the Company's Contingency Program shall begin to accrue seniority and shall be assigned a seniority number only after successful completion of the initial FAA approved training course, including IOE, and the receipt of an offer of full-time employment with the Company.
4. If more than one (1) Flight Attendant has the same date of hire, the oldest Flight Attendant shall appear first on the seniority list.

**B. Probation**

1. A Flight Attendant shall be on probation for the first six (6) months of active service with the Company as a Flight Attendant. Active service starts upon commencement of the Flight Attendant's initial revenue flight for the Company. The Company may extend the Flight Attendant's probationary period; however, such Flight Attendant must receive, in writing, the specific reasons for any extension. In no event may the probationary period extend beyond twelve (12) months of active service.
2. During the probationary period the Company may discipline, suspend or discharge the Flight Attendant at its sole discretion with no resort to the grievance procedure or System Board of Adjustment.

**C. Posting of Seniority List**

1. The seniority list in effect on the effective date of this Agreement is attached hereto as "Attachment A". Such list shall be updated semi-annually each January 1<sup>st</sup> and July 1<sup>st</sup> and posted electronically in a mandatory read file within thirty (30) days thereafter.
2. Each Flight Attendant shall be permitted a period of thirty (30) days after the posting of the System Seniority List in which to protest in writing to the

Company any alleged omission or incorrect posting affecting her/his seniority.

3. A Flight Attendant returning to work after a leave or furlough that included the date a new seniority list was posted shall be furnished an electronic copy of the seniority list posted in her/his mandatory read file. She/he will be given seven (7) days upon her/his return to initiate a protest on the list. The Company shall render its decision on the protest within seven (7) days from receipt of the protest.
4. A Flight Attendant making no protest in accordance with paragraphs C.2 or C.3, above, may not thereafter protest the same alleged error or omission on any subsequent list.

**D. Transfer to Non-Flying or Supervisory Duties**

1. A Flight Attendant who transfers to another department shall continue to retain, but not accrue, seniority for a period of six (6) months.
2. A Flight Attendant with one (1) or more years of seniority who transfers to an Inflight Services supervisory or training position shall retain and continue to accrue seniority for a period of five (5) years. After five (5) years, such Flight Attendant shall retain but not accrue additional seniority until she/he transfers back to line flying. A Flight Attendant with less than one (1) year of seniority who transfers to an Inflight Services supervisory or training position shall retain but not accrue seniority until she/he transfers back to line flying. Flight Attendants who transferred to an Inflight Services supervisory or training position as of the date of signing shall continue to accrue seniority for seven (7) years and will retain seniority in accordance with this paragraph.
3. A Flight Attendant who transfers to a non-line Inflight Services position other than supervisory or training shall retain and accrue seniority for a period of one (1) year. After one (1) year, such Flight Attendant shall retain but not accrue additional seniority for a period of five (5) years.
4. Upon return to duty from a transfer position other than temporary assignments, the Flight Attendant shall be permitted to exercise seniority to bid for any available vacancies. If no vacancy exists, the Company may create a special vacancy at her/his original domicile without posting that vacancy for bid. If no vacancy exists and the original domicile no longer exists, she/he may displace the most junior Flight Attendant in any domicile provided she/he is senior on the system seniority list to such Flight Attendant.

5. A Flight Attendant who has transferred to a position covered by this subsection D shall not be permitted to bid for a line of flying or vacation. The Flight Attendant shall be permitted to bid for the month in which she/he is going to be returning to the line.
6. A Flight Attendant who has transferred to a position covered by this subsection D may not pick up or be assigned a trip in Open Time more than twenty-four (24) hours prior to the trip's check in time.

**E. General**

1. Seniority shall govern all Flight Attendants in the case of bidding rights, filling of vacancies, reductions in force, recall after furlough, vacation preferences, and domicile assignments. Monthly bidding of flying shall be awarded in accordance with his or her preference in order of system seniority at her/his domicile.
2. A Flight Attendant will forfeit all employment and seniority rights under this Agreement, and her/his name will be removed from the seniority list under the following conditions:
  - a. She/he retires or resigns;
  - b. She/he is terminated and not reinstated;
  - c. She/he no longer retains seniority in accordance with paragraph D., above;
  - d. She/he fails to return from a leave of absence in accordance with Section 14, Leaves of Absence;
  - e. She/he fails to accept recall in accordance with Section 16, Furlough, Displacement and Recall;
  - f. She/he exceeds the furlough limit in Section 16.B.2.a.

**-END OF SECTION-**

**SECTION 12: VACATION**

**A. Accrual**

1. Vacation is accrued for each month of longevity. January 1<sup>st</sup> of each year vacation days accrued the previous year are earned. Only earned vacation may be taken. No vacation days are accrued for less than fifteen (15) days of active service in a month.
2. Flight Attendants will accrue vacation according to the following chart:

<b>Longevity</b>	<b>Monthly Accrual</b>	<b>Maximum Yearly Accrual</b>
From active service through 6 years	1.2 days	14 days
Beginning the seventh year	1.8 days	21 days
Beginning the sixteenth year	2.3 days	28 days
Beginning the twentieth year	2.9 days	35 days

**B. Vacation Schedules**

1. For planning purposes, a vacation schedule will be posted by the first week of October for the following year. A Flight Attendant will bid for the periods posted no later than October 31<sup>st</sup> and awards will be posted no later than November 15<sup>th</sup>. Awards are based upon seniority, and a Flight Attendant may bid all of her/his accrued vacation periods in order of seniority. A Flight Attendant who fails to bid will be assigned a vacation period.
2. Vacation periods for bid shall begin on Mondays.
3. The Company will make enough vacation periods available in each domicile so that each Flight Attendant can take her/his earned vacation. The Company will make every week available for vacation bid in domiciles with more than fifty-two (52) Flight Attendants at the time of the vacation bid. For domiciles with less than fifty-two (52) Flight Attendants at the time of the vacation bid, the weeks containing the following holidays will be made available for vacation: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If additional weeks are to be made available at domiciles with less than fifty-two (52) Flight Attendants, they will be mutually agreed upon by the Company and the Union.
4. By mutual agreement, Flight Attendants may swap vacation periods. Flight Attendants participating in the swap must be in the same domicile.



Swap requests must be submitted electronically by the first (1<sup>st</sup>) day of the month prior to the earliest vacation period affected by the swap.

**C. Vacation Lengths**

1. Vacations may be split into more than one (1) period, with each period no fewer than seven (7) consecutive days.
2. A Flight Attendant may request to apply unused earned vacation to drop one (1) trip or one (1) block of reserve days per year, so long as she/he has a sufficient balance in her/his earned vacation bank to cover the number of days of the trip dropped or block of reserve days. Such request must be made electronically no later than seventy-two (72) hours prior to the start of the trip or reserve block at issue and the Company will respond electronically no later than twenty-four (24) hours prior to the start of the trip or reserve block at issue. Requests will be granted electronically consistent with the needs of service. A denial will be made electronically, including the reason for the denial. The vacation day(s) used for purposes of this paragraph will be deducted in one (1) block from the last vacation period bid by the Flight Attendant. [Example: In June 2007, Flight Attendant A drops a three (3) day trip in accordance with this paragraph. Her last vacation period is the week of December 3-9, 2007. The last three (3) days of that vacation period (December 7-9) would be deducted from her vacation bid.]

**D. Vacation Schedule Modification**

1. Vacation periods to be awarded are designed to equalize vacation within a Flight Attendant group. It is realized that a vacation schedule posted a year in advance may have to be modified due to changes of domicile and other factors. Therefore, each calendar quarter the vacations will be reviewed and any necessary changes made as far as possible in advance so as to have minimal effect upon travel plans. Final vacation approval will be given prior to allowing a Flight Attendant to make a monthly schedule bid.
2. Vacation Cancellation
  - a. A Flight Attendant who suffers the loss of non-refundable deposits (for themselves or themselves and their spouse or domestic partner) due to Company cancellation of a vacation will be reimbursed by the Company for such loss up to a total of one thousand dollars (\$1,000.00). No such reimbursement shall be made, however, unless the Flight Attendant notifies the Company of the deposit within twenty-four (24) hours after the vacation is canceled, provides appropriate documentation and uses his/her

best efforts to collect such deposits. The Company shall be entitled to attempt to recover the deposit and the Flight Attendant shall assist with that effort in order to receive reimbursement.

- b. Prior to canceling vacation, the Company will offer vacation buy-back in seniority order at the affected domiciles to the Flight Attendants with vacation during the period(s) of intended cancellations.
  - c. If a vacation is canceled, it will be in inverse order of seniority at the affected domicile(s), unless otherwise mutually agreed upon by the Company and the affected Flight Attendants.
- E. A Flight Attendant who transfers to another domicile shall retain and transfer her/his original bid vacation period(s) (provided the transfer occurs prior to the calendar quarter review of the period(s) in question), subject to her/his seniority and Company modifications provided in paragraph D., above.
- F. A Flight Attendant must take her/his earned vacation each year, unless the vacation is canceled by the Company or the Company buys back the vacation in accordance with this Section. If a vacation period is canceled by the Company and the Company is unable to reschedule that vacation with the mutual agreement of the Company and the Flight Attendant, the Flight Attendant will have the option of either carrying over the vacation to the next year or being paid for the vacation days.
- G. A Flight Attendant may request to be paid out for earned but unused vacation. Such request will be granted so long as it is made in writing no later than the first (1<sup>st</sup>) day of the month prior to the month of the scheduled vacation (e.g. January 1<sup>st</sup> for February vacation) and the request is for no less than one (1) day of vacation and for no less than one (1) day increments (e.g. two (2) days, not one and one-half (1.5) days). The paid vacation day(s) will be removed from the applicable vacation block starting at the end of the vacation block (e.g., A Flight Attendant who is on vacation from February 18<sup>th</sup> to February 24<sup>th</sup> and requests no later than January 1<sup>st</sup> to be paid out for three (3) such vacation days will have February 22<sup>nd</sup>, 23<sup>rd</sup> and 24<sup>th</sup> removed from her vacation block).
- H. A Flight Attendant will be credited for vacation used or bought by the Company at a rate of three and one-half (3.5) hours times the number of vacation days.
- I. A Flight Attendant must give at least two (2) weeks written notice of resignation in order to receive pay for earned and accrued vacation. A Flight Attendant who has been terminated will receive pay for earned and unused vacation.
- J. Posting, publishing, bidding and awarding of vacation periods may be done electronically.

**-END OF SECTION-**

**SECTION 13: SICK LEAVE**

**A. Accrual**

1. Beginning with the first month of active service, a Flight Attendant will accrue three and three quarters (3.75) hours of sick leave for each month of active service.
2. The maximum sick leave accrual shall be five hundred (500) hours.
3. Sick leave will accrue on the first (1<sup>st</sup>) of each month for the previous month's active service (where a Flight Attendant was in active service for at least fifteen (15) days of the previous month), except in the month in which a Flight Attendant exhausts accrued sick leave prior to medical leave (MLOA), in which case, if the Flight Attendant exhausted sick leave after the fifteenth (15<sup>th</sup>) of the month, the Flight Attendant will accrue sick leave for that month. If, however, the Flight Attendant depleted her/his sick leave prior to or on the fifteenth (15<sup>th</sup>) of that month, she/he will not accrue sick leave for that month.

**B. Pay and Usage**

1. Sick leave will be taken for personal illness or injury only. The Company will continue to allow Flight Attendants to call in absent to care for the illness or injury of a dependent or spouse on an unpaid basis.
2. A Flight Attendant shall accrue sick leave from the date of hire, but shall not be permitted to take sick leave until after six (6) months of continuous employment or eligible to have her/his first day of an illness or injury paid until after one (1) year of active service.
3. If a Flight Attendant who has accrued sick leave is unable to fly her/his trip(s) due to illness or injury, the Flight Attendant will be credited with the block time of the trip(s) lost and the credited block time shall be deducted from her/his sick leave account.
4. Reserve Flight Attendant
  - a. A Reserve Flight Attendant who is unable to fulfill her/his reserve obligation on a reserve day as a result of her/his illness or injury will be paid and credited with three and three quarters (3.75) hours at her/his applicable hourly rate, and such hours will be deducted from her/his sick leave account.
  - b. A Reserve Flight Attendant who calls in sick and does not have enough sick time to cover her/his reserve day(s) shall be credited

with the sick leave she/he does have and will have her/his minimum monthly guarantee reduced by the number of hours she/he was deficient to cover the entire amount of reserve days missed (calculated at three and three quarters (3.75) hours (four (4) hours for ready reserve) per full or partial day of reserve day missed). A Ready Reserve who serves less than half of her/his ready reserve period prior to such sick call will have her/his minimum guarantee adjusted pursuant to this paragraph; a Ready Reserve who serves at least half of her/his ready reserve period prior to such sick call will not have her/his guarantee adjusted.

Example:

A Reserve Flight Attendant calls in sick for three (3) reserve days (eleven and a quarter (11.25) hours) and only has four (4) hours in her/his sick bank. She/he will be credited with four (4) hours and her/his sick leave account will be reduced accordingly. Her/his minimum monthly guarantee will be reduced by seven and a quarter (7.25) hours.

- c. A Reserve Flight Attendant who calls in sick and does not have any sick time shall not receive any credit for the reserve day(s) and will have her/his minimum monthly guarantee reduced by the number of full or partial days of reserve missed at the rate of three and three quarters (3.75) hours per day (four (4) hours for a ready reserve shift). A Ready Reserve who serves less than half (1/2) of her/his ready reserve period prior to such sick call will have her/his minimum guarantee adjusted pursuant to this paragraph; a Ready Reserve who serves at least half (1/2) of her/his ready reserve period prior to such sick call will not have her/his guarantee adjusted.

Example:

A Reserve Flight Attendant calls in sick for three (3) reserve days (eleven and a quarter (11.25) hours) and does not have any sick leave. Her/ minimum monthly guarantee will be reduced by eleven and a quarter (11.25) hours.

- d. A Reserve who calls in sick for an entire month and has no sick leave shall have her/his pay and guarantee reduced to zero (0).

5. Flight Attendant in Training

A Flight Attendant who is unable to attend training as a result of her/his illness or injury will be paid and credited for the training missed as if she/he had attended the training at the rates provided in this Agreement and will have that amount deducted from her/his sick leave account. A

Flight Attendant who does not have sufficient sick leave to cover the training pay shall only be paid and credited with the amount of sick leave that she/he has in her/his sick leave account and her/his minimum monthly guarantee will be adjusted in accordance with this Section.

6. Flight Attendant Ill or Injured for Entire Month Before that Month Starts

A Flight Attendant who does not bid a line or have a schedule for a month, and who is ill or injured will be paid and credited for monthly guarantee and have such hours deducted from her/his sick leave account. A Flight Attendant without sufficient sick leave shall only be paid and credited with the amount of sick leave that she/he has in her/his sick leave account.

7. Insufficient Sick Leave

a. Flight Attendants Without Enough Sick Leave to Cover a Trip

A Flight Attendant who is unable to work as a result of an illness or injury who does not have sufficient sick leave in her/his account will be paid and credited using the amount of leave she/he does have and will be placed on unpaid time off (as if she/he dropped the trip) for the remainder of the trip.

A Nap Lineholder who calls in sick and has insufficient sick leave to cover the absence shall be credited with the amount of sick leave she/he does have and will have her/his minimum monthly guarantee reduced by three and three quarters (3.75) hours per full or partial day of duty missed and not covered by sick leave.

Example:

A Nap Lineholder calls in sick for three (3) Naps worth twelve (12) hours (four (4) hours each) and covering four (4) days in total. She has five (5) hours of sick leave. She will be credited with five (5) hours. Her minimum monthly guarantee is reduced by three and three quarters (3.75) for each full or partial day of duty not covered by sick leave [3.75 x 3= 11.25].

A non-Nap Lineholder who calls in sick and who will fall below the guarantee because she/he has insufficient sick leave shall be credited with the amount of sick leave she/he does have and will have her/his minimum monthly guarantee reduced by the number of hours she/he would have needed to cover the trip(s).

Example 1:

A non-Nap Lineholder with a line worth eighty (80) credit hours calls in sick for thirty (30) hours and only has twenty (20) hours of sick

leave. She will be credited with twenty (20) hours and her sick leave will be reduced accordingly. Her guarantee is reduced by ten (10) hours. Her pay is seventy (70) hours.

Example 2:

A non-Nap Lineholder with a line worth seventy-eight (78) credit hours calls in sick for ten (10) hours and only has one (1) hours of sick leave. She will be credited with one (1) hour and her sick leave will be reduced accordingly. Her minimum monthly guarantee is reduced by nine (9) hours. Her pay is sixty-nine (69) hours.

b. Flight Attendants Without Any Sick Leave

A Flight Attendant who is unable to work as a result of an illness or injury who has exhausted her/his sick leave account shall be transferred to a MLOA pursuant to Section 14.B.

A Nap Lineholder who calls in sick and who does not have any sick leave will have her/his minimum monthly guarantee reduced by three and three quarters (3.75) hours per full or partial day of duty missed.

Example:

A Nap Lineholder calls in sick for three (3) Naps worth twelve (12) hours (four (4) hours each) and covering four (4) days in total. She has no sick leave. Her minimum monthly guarantee is reduced by three and three quarters (3.75) for each full or partial day of duty not covered by sick leave [3.75 x 4= 15].

A non-Nap Lineholder who calls in sick and who will fall below the guarantee because she/he has no sick leave shall have her/his guarantee reduced by the number of hours she/he would have needed to cover the trip(s).

Example 1:

A non-Nap Lineholder with a line worth eighty (80) credit hours calls in sick for thirty (30) hours and does not have any sick leave. Her minimum monthly guarantee is reduced by thirty (30) hours. Her pay is fifty (50) hours.

Example 2:

A non-Nap Lineholder with a line worth ninety-two (92) credit hours calls in sick for twelve (12) hours and does not have any sick leave.

Her minimum monthly guarantee is not affected. Her pay is eighty (80) hours.

- c. A Flight Attendant who calls in sick for an entire month and does not have any sick time will have her/his guarantee and pay reduced to zero (0).
- d. The medical documentation requirements of Section 14.B. shall not be applicable to a Flight Attendant who has been placed on a MLOA because she/he has insufficient sick leave as long as she/he does not miss more than ten (10) days of work. Such Flight Attendant shall be able to participate in the bidding process in accordance with Section 7, Scheduling and will retain her/his pass privileges in accordance with Company policy for employees on sick leave.
- e. A Flight Attendant who exhausts her/his sick leave account may, at her/his option, use any earned vacation prior to being transferred to a MLOA. The Flight Attendant must notify the Company in writing before her/his sick leave account has been exhausted that she/he desires to use earned vacation.
- f. A Flight Attendant's payroll deductions will not be discontinued as long as she/he has sufficient monies in the paycheck from which deductions would be taken to cover the cost of all such deductions. Payroll deductions taken to satisfy monies owed the Company will be taken first.

8. Furlough and Leave of Absence (Other than Sick Leave)

A Flight Attendant who is furloughed or on a leave of absence (other than sick leave) will retain unused sick leave.

9. Illness or Injury After a Trip Has Commenced

- a. A Flight Attendant who uses sick leave after a trip has commenced will receive sick leave pay for the portion of the trip missed.
- b. A Flight Attendant who calls in sick during a trip and is not in domicile at that time will be deadheaded back to the domicile as soon as possible. The Flight Attendant will not be paid and credited for the deadhead time.

10. Return to Work



A Flight Attendant who is able to return to work after she/he has called in sick and her/his original trip has been reassigned shall notify Crew Scheduling of her/his availability as soon as possible and shall coordinate her/his return to duty with Crew Scheduling. Crew Scheduling's objective will be to return the Flight Attendant to the trip. If the Flight Attendant cannot reasonably be returned to the original trip, the Flight Attendant may be assigned to another trip as long as she/he is scheduled to return no later than the duty out time of the originally scheduled trip. If no trip is available that meets that parameter, she/he shall be placed on unpaid time off (as if she/he dropped the trip) for the remainder of the trip.

**C. Sick Leave Documentation**

1. The balance in a Flight Attendant's sick leave account will be reflected on her/his pay stub at least once each month. A Flight Attendant's sick leave usage for the month will also be reflected on her/his paycheck stub at least once each month.
2. A Flight Attendant who believes an error has been made in her/his sick leave account will contact a Chief Flight Attendant either verbally or through written (electronic or otherwise) communications.

**D. Verification of Illness or Injury**

The Company reserves the right to require a written physician's statement verifying the illness or injury. The cost of such statement shall be paid by the Flight Attendant (who may use the Medical Plan, if she/he has such plan), unless the Company designates the physician and the illness or injury is verified by that physician, in which case the Company shall reimburse the Flight Attendant for her/his out of pocket expense.

**E. Notification**

1. When a Flight Attendant calls in sick or injured, she/he will advise Crew Scheduling of the specific trip(s) or assignment(s) that will be missed. The Flight Attendant will be removed from such trip(s) or assignment(s) and will not need to call again during that time period. If the Flight Attendant calls in well during the aforementioned time period, her/his return to work will be handled in accordance with paragraph B.10, above.
2. A Flight Attendant who calls in injured during an assignment must report to a Chief Flight Attendant after contacting Crew Scheduling. If a Chief Flight Attendant is not available, the Flight Attendant must contact the emergency on-call Chief Flight Attendant regarding the injury. If the on-call Chief Flight Attendant is not available, the Flight Attendant may leave a

message at the emergency contact number.

A Flight Attendant who calls in sick during an assignment will be required to contact a Chief Flight Attendant as soon as possible, after contacting Crew Scheduling. If a Chief Flight Attendant is not available, she/he may leave a message on the Inflight Office voicemail.

If attempts to contact each of the above-designated management representatives is unsuccessful, notification to the on-duty Crew Scheduler shall suffice.

A Flight Attendant who calls in sick prior to a trip or assignment will not be required to contact her/his Chief Flight Attendant or any other Company employee (except for Crew Scheduling) in order to be removed from the trip or assignment. Nothing herein shall prevent the Company from communicating with the Flight Attendant during her/his absence.

- F. 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 flight duty.
- G. A Flight Attendant who transfers to the Inflight Services Department from another department will have her/his accrued sick leave converted at the rate of three and a half (3.5) hours for each full day.
- H. If the Company removes a Flight Attendant from a trip because it believes that she/he is unable to fly due to illness or injury, the Flight Attendant will not be given an occurrence and will receive cancellation pay in accordance with Section 7.R.2, if it is determined by a physician that she/he was able to fly the trip and if the Flight Attendant did not bring the illness or injury to the attention of the Company. Any dispute as to the Flight Attendant's fitness shall be resolved in accordance with Section 20, Physical Examinations.

**-END OF SECTION-**

**SECTION 14: LEAVES OF ABSENCE**

**A. Personal Leave**

1. A request for a Personal Leave, early return from an existing Personal Leave or an extension of an existing Personal Leave will be submitted in writing to the Vice President Inflight Services or her/his designee.
  - a. Such request will state:
    - (1) Reason(s) for such leave, extension or early return;
    - (2) Requested starting date, if a new leave;
    - (3) Requested end date of the leave, extension, or early return;
  - b. Such request shall specify an address to which a response to the leave request should be sent. Such response will occur within ten (10) days of receipt of the written request.
2. A Flight Attendant may be granted a Personal Leave, early return from an existing Personal Leave or an extension of an existing Personal Leave at Company discretion. A Personal Leave may be granted for a continuous period, which may be renewed at the Company's discretion on a thirty (30) day basis in accordance with the above procedures.
3. A Flight Attendant returning from a Personal Leave will not be compensated for training necessary to become re-qualified except for recurrent training and new aircraft/operating procedure training.

**B. Medical Leave of Absence**

1. A Flight Attendant certified by a physician as unable to perform her/his duties due to illness or injury, and who has exhausted sick leave benefits (and vacation benefits, if she/he so elects), will be placed on a Medical Leave of Absence (MLOA) for a period of up to nine (9) months. The Company will provide such Flight Attendant electronic written notice of the leave, including the proposed length, which shall be consistent with the physician's certification but no longer than nine (9) months.
2. Upon written request and based upon further satisfactory medical evidence, the leave of absence will be extended for up to a total continuous period of two (2) years, which may extend up to a total continuous period of three (3) years. For purposes of this paragraph, a "continuous period" is any period that does not include at least six (6) months uninterrupted active service. In other words, a return to active service of less than six (6) months does not reset the Flight Attendant's eligibility for a subsequent MLOA of up to a continuous period of two (2) years (or three (3) years), whereas, a return to active service for at least a

six (6) month uninterrupted period resets her/his eligibility for a subsequent medical leave of up to a continuous period of two (2) years (or three (3) years). However, absences related to the need to receive additional medical care of no more than an accumulated six (6) days during the six (6) month period shall not be considered a break in active service for purposes of this paragraph.

3. The Company may require satisfactory medical evidence to confirm a Flight Attendant's continued eligibility for a MLOA.
4. A Flight Attendant on a continuous MLOA (i.e. uninterrupted by a return to service) will not receive an attendance occurrence for such uninterrupted leave where the leave began as FMLA-protected leave.

**C. Maternity Leave of Absence**

1. A Flight Attendant may notify the Company upon discovering she is pregnant, but shall not be required to do so until she enters her fourth (4<sup>th</sup>) month of pregnancy.
2. 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.
3. A pregnant Flight Attendant whose physician determines that she is no longer able to perform Flight Attendant duties will be placed on a Sick Leave and, once her Sick Leave account has been depleted, she will be placed on a MLOA. Any disagreement as to her fitness to continue in service will be resolved in accordance with Section 20, Physical Examinations.
4. A Flight Attendant will return to active service following termination of pregnancy on the later of the expiration of her leave or her physician's certification of her fitness to return, but no later than permitted in paragraph B.2, above.
5. Maternity leave for Flight Attendants will be handled in accordance with applicable law, except as otherwise provided for in this Section.

**D. Bereavement Leave**

1. In the case of death in the immediate family (defined for purposes of this provision as the Flight Attendant's spouse, domestic partner, child, stepchild, parent, grandparent, sibling, spouse's parent, or grandchild) a Flight Attendant shall be allowed time off for a period not to exceed three

(3) consecutive days. The three (3) consecutive days shall be either: (a) the three (3) consecutive days immediately following notification of death; (b) three (3) consecutive days, one (1) of which is the date of the funeral; or (c) three (3) other consecutive days as may be mutually agreed upon. During the Bereavement Leave, the Flight Attendant shall be paid and credited for trip(s) missed or, in the case of a Reserve, three and three quarters (3.75) hours per scheduled duty day.

2. A Flight Attendant may request unpaid time off to attend the funeral of a person not listed above, such request to be considered and granted or denied if staffing permits as determined by the Company.
3. In order to obtain Bereavement Leave, a Flight Attendant must notify the Vice President Inflight Services or her/his designee, as soon as possible after learning of the death. Additional time requested for leave will be handled in accordance with paragraph A of this Section, and such requests may be made concurrent with the Bereavement Leave request.

**E. Jury Duty**

1. A Flight Attendant who is summoned to jury duty shall notify Crew Scheduling as far as possible in advance of the scheduled jury duty. Crew Scheduling will be notified immediately after release from jury duty so that the Flight Attendant may return to the flight schedule the next scheduled work day.
2. A Flight Attendant may claim pay and credit for trip(s) missed or, in the case of a Reserve, three and three quarters (3.75) hours per scheduled reserve day, minus jury pay received for each jury duty day falling on a scheduled work day. The Flight Attendant shall provide the Company, upon request, with reasonable documentation regarding the identification of days spent on jury duty and pay received for the jury duty.

**F. Military Leave and Reserve Duty**

A Flight Attendant who has entered the armed services of the United States or any of the military reserves for active duty, mandatory training, or service will be granted a military leave of absence without pay for the duration of such training or service in accordance with the provisions of applicable federal law. The request for this leave must be submitted in writing to the Chief Flight Attendant as far in advance as possible.

**G. Union Leave**

A Flight Attendant will be granted a leave of absence to become a full-time officer of the national Union.

**H. Emergency Leave**

When a member of a Flight Attendant's immediate family suffers a serious emergency illness requiring hospitalization, the Company will, upon request, use its best efforts to return the Flight Attendant to her/his domicile and remove the Flight Attendant from the balance of her/his trip.

**I. Family and Medical Leave**

1. Except as otherwise noted in this Section, a Family and Medical Leave Act (FMLA) request will be granted in accordance with applicable law.
2. For the purposes of eligibility for a FMLA Leave, a Flight Attendant will be deemed to have met the 1250 hours requirement for coverage under the statute if she/he has been credited with at least five hundred seventy-five (575) hours in the last twelve (12) months. Credit for sick, vacation or any other leave/absence will not count toward the five hundred seventy-five (575) hour requirement. A Nap Lineholder who is available to work her/his Nap schedule will be credited with the Regular Lineholder minimum monthly guarantee (seventy-five (75) hours) for purposes of this paragraph. To the extent the Company extends a more generous FMLA eligibility requirement to pilots, the same eligibility requirement will be made available to Flight Attendants.
3. The Company may apply a Flight Attendant's earned vacation to a FMLA Leave in accordance with applicable law; however, the Company may consider a Flight Attendant's request not to apply earned vacation during such leave.

**J. General**

1. A Flight Attendant returning from a leave of absence will notify the Inflight Services Department of her/his availability and will be returned to flight status as promptly as possible. A returning Flight Attendant requiring training to bring her/his qualifications current will be assigned to such training at the first scheduled training session, or at such earlier time as the Company may elect.
2. A Flight Attendant on leave of absence, furlough or non-pay status will retain, accrue and/or utilize, for pay and benefit purposes, her/his seniority, longevity, sick leave, vacation and group insurance as indicated on the chart that follows.
3. A Flight Attendant on leave of absence will return to the domicile where she/he was based when the leave began. If during a leave the Flight

Attendant's domicile closes, she/he will be awarded or assigned a new domicile in accordance with Sections 16, Furlough, Displacement and Recall and 17, Filling of Vacancies.

**K. On the Job Injury/Illness**

1. A Flight Attendant must report the occurrence of an on-the-job injury/illness (OJI) to a Chief Flight Attendant as soon as she/he knows or should have known of the injury/illness. The Flight Attendant is responsible for completing all necessary forms as soon as possible.
2. Such Flight Attendant may use her/his sick leave during the statutory waiting period. Her/his sick bank shall be restored if the OJI leave exceeds the statutory waiting period.
3. A Flight Attendant may use her/his sick time, vacation time and any disability payments, if applicable, to supplement the workers' compensation up to her/his average salary. The average of a Flight Attendant's salary shall be determined pursuant to applicable state law.
4. A Flight Attendant may be offered, but is not required to accept, transitional or "light" duty while on an OJI. If the Flight Attendant declines offered transitional duty, she/he shall not receive the state workers' compensation payments, in accordance with applicable law. The Company's form for release to such transitional or light duty shall contain a space where the doctor may list medications prescribed to the Flight Attendant.

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TYPE LEAVE	SENIORITY	LONGEVITY	SICK LEAVE	VACATION	CONTINUE GROUP INSURANCE	ON-LINE ASA TRAVEL
Personal	Retain and Accrue	Retain; Accrue for the First 15 Days	Retain; Accrue for the First 15 Days	Retain; Accrue for the First 15 Days	Yes – up to the last day of the month when the leave begins	Must be approved by Personnel
Medical	Retain and Accrue	Retain; Accrue for the First 90 Days	Retain; Accrue for the First 15 Days	Retain; Accrue for the First 15 Days	Yes – for up to two (2) years; thereafter, per COBRA	Must be approved by Personnel
Maternity	Retain and Accrue	Retain; Accrue for the First 90 Days	Retain; Accrue for the First 15 Days	Retain; Accrue for the First 15 Days	Yes	Must be approved by Personnel
Jury Duty	Retain and Accrue	Retain and Accrue	Retain and Accrue	Retain and Accrue	Yes	Yes
Bereavement	Retain and Accrue	Retain and Accrue	Retain and Accrue	Retain and Accrue	Yes	Yes
Military	Retain and Accrue	Applicable Law	Retain; Accrual pursuant to Applicable Law	Retain (3); Accrual per Applicable Law	Applicable Law	Applicable Law
Furlough	Retain and Accrue	Retain but not Accrue	Retain but not Accrue	Retain (3) but not Accrue	Yes (4)	No
Union	Retain and Accrue	Retain but not Accrue	Retain but not Accrue	Retain but not Accrue	Yes (4)	No
Emergency	Retain and Accrue	Retain and Accrue	Retain and Accrue	Retain and Accrue	Yes	Must be approved By Personnel

- (1) All adjustments to sick leave and vacation accruals will be in full month increments.
- (2) Continuation of programs covered by payroll deduction require payment of applicable contributions.
- (3) May take pay in lieu of retaining vacation.
- (4) Per COBRA

**-END OF SECTION-**



**SECTION 15: TIME OFF WITHOUT PAY**

- A. When the Company foresees the possibility of involuntary furloughs, it shall offer time off without pay (TOWOP). Time off shall be offered in seniority order within the domicile where such furloughs otherwise would be necessary. When TOWOP is offered, it will be posted electronically or by hard copy, and Flight Attendants will be afforded at least forty-eight (48) hours, if practicable, after posting to submit a request in the format designated by the Company. The Company will post the names of Flight Attendants granted TOWOP either electronically or by hard copy.
  
- B.
  - 1. The Flight Attendant may take a maximum of thirty (30) days of TOWOP after which time she/he shall have TOWOP awarded only after others in the domicile who have used fewer than thirty (30) days have been offered such time, regardless of seniority.
  
  - 2. A Flight Attendant awarded TOWOP shall retain and continue to accrue seniority, shall retain longevity, and shall accrue longevity (pay, sick leave, vacation, etc.) for the first thirty (30) days of TOWOP in each calendar year. A Flight Attendant will be eligible for on-line passes for up to the first thirty (30) days on TOWOP in each calendar year.
  
  - 3. The Company shall continue to pay the Company portion of the Flight Attendant's medical insurance premiums for the first thirty (30) days after TOWOP is awarded. After that time, the Flight Attendant may pay the premiums in accordance with applicable Federal and State statutes. In order to continue insurance for the first thirty (30) days during TOWOP as provided in this Section, the Flight Attendant must pay the premium contribution required of her/him during active employment.
  
- C. The Company retains the sole discretion as to the specific number of TOWOP days to be granted/taken, provided the minimum number of days shall be five (5).
  
- D. The Company will notify the MEC President, or a designee, of the number of projected TOWOP positions and the projected duration of such positions prior to offering TOWOP. If such projections should change, the Company will, upon written request from the MEC President, or a designee, provide the reason for such change.

**-END OF SECTION-**

**SECTION 16: FURLOUGH, DISPLACEMENT, AND RECALL**

**A. Furlough and Displacement**

1. When a furlough becomes necessary, the Company shall initially offer Flight Attendants the opportunity for a voluntary furlough in order of seniority at the domicile where the furlough is necessary. Furloughs of less than thirty (30) days shall normally be offered as TOWOP. However, if the furlough is the result of a domicile closure, the Company will not be required to offer voluntary furlough or TOWOP.
2. In the event voluntary furloughs do not satisfy the need for reduction, Flight Attendants shall be furloughed involuntarily in inverse order of seniority at the domicile where the furlough is necessary.
3. A Flight Attendant who is furloughed involuntarily may displace the most junior Flight Attendant in any domicile provided she/he is senior on the system seniority list to such Flight Attendant.
4. A Flight Attendant to be furloughed or displaced shall be notified in writing at the last filed address, by overnight delivery, by electronic notification or by personal delivery provided that such method documents the sender and the recipient by signature and date sent. A Flight Attendant shall be given thirty (30) days notice of furlough, or pay in lieu thereof, except in cases of emergency or other causes beyond the control of the Company, such as a work stoppage or grounding of aircraft.
5. Pay in lieu of notice will be paid at the Flight Attendant's minimum monthly guarantee, or prorated portion thereof, and will be offset by any other wages, if any, earned in any Company position. A Flight Attendant who is not in active service on the day immediately prior to the day pay in lieu of notice would otherwise begin will not be entitled to any pay in lieu of notice unless such Flight Attendant was, prior to the date notice of furlough was mailed, already scheduled to return to active service, in which case such Flight Attendant would only receive furlough pay from the date she/he was scheduled to return to active service.

**B. Recall**

1. A Flight Attendant who is furloughed and subsequently recalled shall retain and accrue seniority, and shall retain but not accrue longevity, during the furlough.
2. a. A Flight Attendant shall be recalled in order of seniority, provided that at the end of three (3) years from the date of furlough, a Flight Attendant who has not been recalled shall forfeit her/his seniority and shall not be entitled to recall.

- b. A Flight Attendant who has been voluntarily furloughed may elect to extend her/his furlough in lieu of return to duty after recall, (1) as long as there is a more junior Flight Attendant on furlough, or (2) otherwise at the Company's discretion. A Flight Attendant who so voluntarily extends her/his furlough shall not be considered to have declined recall for purposes of this Section.
  3.
    - a. A Flight Attendant will be notified of her/his recall by the Company in writing at the last filed address, by certified mail, return receipt requested, by overnight delivery, acknowledged in writing, by personal delivery acknowledged in writing, or by telephonic message delivered directly to the Flight Attendant. The recall notice will include the name(s) of the person in the Inflight Services Department that the Flight Attendant is to contact, telephone number, a mailing address and an email address where the Flight Attendant may respond to the recall notice. The Flight Attendant will have five (5) days after receipt of such recall notice to notify the Inflight Services Department of her/his intent to return to service. If such Flight Attendant has not accepted recall within five (5) days from the receipt of the recall notice, the Flight Attendant will be deemed to have declined recall.
      - b. If a Flight Attendant who did not acknowledge receipt of a recall notice within the five (5) days has not notified the Inflight Services Department of her/his intent to return to service within seven (7) days from the original notice, the Company will send an email message alerting the Flight Attendant to the recall if the Flight Attendant has provided an email address.
      - c. If the Flight Attendant has not accepted recall within fourteen (14) days from the original written notice sent to her/his last filed address, the Flight Attendant will be deemed to have declined recall.
      - d. Unless otherwise extended by the Company, the Flight Attendant must report to work at a date specified by the Company but no earlier than fourteen (14) days after notifying the Company of her/his intent to return to service, although a Flight Attendant and the Company may agree upon an earlier report date.
  4. A Flight Attendant accepting recall shall receive no less pay than the monthly guarantee prorated for any portion of the month worked.

**C. General**

1. A Flight Attendant furloughed by the Company shall file proper addresses and telephone number(s) with the Inflight Services Department at the time of furlough. Any change in such information shall be supplied promptly in writing to the Inflight Services Department.
2. The Company shall pay all group insurance premiums for voluntarily and involuntarily furloughed Flight Attendants for thirty (30) days after notification of furlough, after which time the Flight Attendant has the option to pay her/his group insurance premium according to the provisions of applicable Federal and State statutes. In order to continue insurance for the first thirty (30) days after notice of furlough as provided in this Section, the Flight Attendant must pay the premium contribution required of her/him during active employment. If the Company does not provide at least thirty (30) days notice of furlough, it will pay group insurance premiums as if the Flight Attendant were active for thirty (30) days after the furlough commences.
3. **Displacement**  
A Flight Attendant being displaced will normally be given not less than twenty-one (21) days notice of a requirement to report to a new domicile. If a Flight Attendant is required to report to a new domicile in fewer than ten (10) days, she/he shall be entitled to lodging, crew transportation and expenses as provided in Section 6, A-C, above, from the day she/he is required to report to the new domicile until the tenth (10<sup>th</sup>) day following notice of displacement.

**-END OF SECTION-**

**SECTION 17: FILLING OF VACANCIES**

**A. Awarding of Permanent Vacancies**

1. A permanent vacancy shall be any vacancy anticipated to exist for longer than ninety (90) days. Any other vacancy shall be classified as temporary. When a permanent vacancy occurs, the Company will post such vacancy for a minimum of ten (10) days before the bid files are frozen. Such vacancy posting will include the following information: the number and type of vacancy to be filled; and the domicile(s) at which the vacancy exists. Awards shall be posted no later than fourteen (14) days after the close of the bidding for vacancies. The Company may award more vacancies than are posted.
2. The Company shall institute a permanent bid system. Flight Attendants shall be required to submit a permanent bid and shall have the right to change their permanent bid at any time, but not after the bid files are frozen in connection with paragraph 1, above. The Company shall establish the guidelines under which bid forms are to be completed. A Flight Attendant will be provided with a copy of the bid, upon request, at the time the bid is submitted.
3. If a vacancy occurs, the Company shall award openings to the senior Flight Attendant indicating a preference for the location of the vacancy based on her/his permanent bid.
4. Any vacancy that is not bid through the permanent bid system shall be assigned to the most junior Flight Attendant or, at the Company's discretion, by hiring a new Flight Attendant.
5. A Flight Attendant awarded or assigned to fill a permanent vacancy that requires moving from one domicile to another shall normally be given not less than twenty-one (21) days notice from the date the award or assignment is given to report to the domicile. If a Flight Attendant reports involuntarily to the new domicile in fewer than fourteen (14) days, she/he shall be paid an expense allowance in accordance with Section 6.C., above, from the day she/he is required to report to the new domicile up to the fourteenth (14<sup>th</sup>) day after notice of the award or the assignment.
6. a. A Flight Attendant awarded or assigned to fill a permanent vacancy will be allowed a reasonable time, but not less than four (4) consecutive days, within one hundred twenty (120) days after written notification of bid awards to relocate to her/his new domicile, except a Flight Attendant receiving a Company-paid move pursuant to Section 19, Moving Expenses will be allowed two hundred seventy (270) days.

- b. A Flight Attendant eligible for moving days will request those days in writing as far in advance as possible but no less than seven (7) days before the first requested day off. The Company shall respond within three (3) days of the request. The Company will approve the requested days, subject to the needs of the service. If the Company is not able to provide the days off requested, alternate scheduled days off as near as reasonably possible to the requested days, considering the needs of the service, will be offered. Once moving days have been approved and scheduled, they shall be considered inviolate. The days off may be included in the minimum monthly days off, unless the move is involuntary.
  - c. The Flight Attendant's minimum monthly guarantee will not be adjusted as a result of taking moving days, but the Flight Attendant will not be entitled to pay for missed assignments. It is the Flight Attendant's responsibility to be available at the new domicile from the first day of her/his report date regardless of whether the Flight Attendant actually has relocated.
7. A Flight Attendant must remain in a bid vacancy at least six (6) months, unless operational requirements necessitate a change in the initial six (6) month period. The Company may waive this limitation. This provision shall not apply to Flight Attendants who have been displaced.

**B. Temporary Vacancies**

1. When a temporary vacancy occurs, the Company will post such vacancy for a minimum of ten (10) days at the domicile(s) from which bids will be accepted. Such vacancy posting will include the following information: the number and type of vacancy to be filled; the location at which the vacancy exists; and the domicile(s) from which bids will be accepted. Awards shall be made in seniority order and posted no later than noon ( General Office Time) on the second business day following the close of the bid. The Company may award more vacancies than are posted. If no eligible Flight Attendant bids for the vacancy, it may be assigned to the most junior Flight Attendant who is not at the location where the vacancy exists.
2. A Flight Attendant will not be required to fill a temporary vacancy for more than ninety (90) days. The Company may offer to extend a temporary vacancy beyond ninety (90) days (up to an additional ninety (90) days). Where such an offer is made, and where there are more than one (1) Flight Attendant (a) who are currently occupying a temporary vacancy at that location that commenced on the same day (b) who are domiciled in a domicile from which bids for the temporary vacancy would be accepted, and (c) for whom all things are otherwise equal, the Company will offer to extend a temporary vacancy(s) in seniority order. A Flight Attendant who accepts an offer to extend a temporary vacancy will remain in the

temporary vacancy until released by the Company to return to her/his domicile or ninety (90) days, whichever comes first.

3. A Flight Attendant on temporary assignment will be paid the greater of the applicable minimum monthly guarantee or flight time flown. Section 5.M, Cancellation Pay, will apply to a Flight Attendant filling a temporary vacancy for an entire bid period.
4. A Flight Attendant filling a temporary vacancy away from her/his domicile will be entitled to the provisions of Sections 6.A, B and C for the period she/he fills the temporary vacancy.
5. A Flight Attendant shall be provided deadhead transportation from her/his domicile to the location of the temporary vacancy at the beginning of the temporary vacancy and from the location of the temporary vacancy to her/his domicile at the end of the temporary vacancy. Upon mutual agreement, a Flight Attendant who requests to utilize her/his vehicle to travel from her/his domicile to a temporary vacancy shall be reimbursed at a rate of thirty-two and one-half cents (\$0.325) per mile, AAA mileage, for mileage to the temporary vacancy at the start of the temporary vacancy and back to her/his domicile at the end of the temporary vacancy.

**C. Establishment of New Domiciles and/or Closing of Existing Domiciles**

1. The Company shall advise the MEC President, or her/his designee, and the Flight Attendants of the decision to add or close a domicile(s) as early as possible.
2. If a domicile is closed, the Flight Attendants at the domicile involved may exercise their options as outlined in Section 16, Furlough, Displacement and Recall and as otherwise provided for in this Agreement.
3. If a new domicile is opened, the Flight Attendants shall be required to complete a new permanent bid form within ten (10) days of the announcement of the opening. Flight Attendants may update this form in accordance with the provisions of this Section prior to the initial awarding of vacancies.
4. After a new domicile is opened, the Union will give the Company at least seven (7) days written notice of the time and date when it intends to install the bulletin board permitted pursuant to Section 21.A. The Company will be available to escort the installer to the location where the bulletin board will be hung.

**D. Posting**

For purposes of this Section, “posting,” “post,” “posted” will mean made available electronically in the domicile(s) on a common use terminal. When vacancies are available, the Company will utilize some method to highlight such availability to Flight Attendants.

**-END OF SECTION-**



**SECTION 18: UNIFORMS**

- A. Except as otherwise provided for in this Agreement, a Flight Attendant shall wear a complete regulation uniform while on duty and at such other times as required by the Company.
- B. A Flight Attendant shall purchase her/his initial uniform at the Company's actual invoice cost. The initial uniform may be purchased by either a cash lump sum payment, by payroll deduction, or a combination of both, provided, however, that no Flight Attendant may maintain a balance owed to the Company in excess of five hundred dollars (\$500) at any time. A Flight Attendant may request a deduction of more than the established payroll deduction.

The following items shall constitute the basic uniform:

<u>Female</u>	<u>Male</u>
1 Outer garment (blazer, sweater or vest)	1 Outer garment (blazer, sweater or vest)
3 Shirts/blouses	3 Shirts
2 Slacks/skirts	2 Slacks
1 Tie/scarf	1 Tie
1 Overcoat	1 Overcoat

- C. The Company shall provide to each Flight Attendant either (a) two (2) sets of wings with name or (b) two (2) sets of wings and two (2) nametags.
- D. Optional or additional basic uniform items may be purchased by a Flight Attendant at the Company's actual invoice cost. Payment for these items shall be on a cash basis, without payroll deduction.
- E. **Uniform Replacement**

- 1. a. On January 1<sup>st</sup> of each year, the Company shall credit the uniform replacement bank of each Flight Attendant who does not owe the Company more than three hundred fifty dollars (\$350) under any payroll deduction program, with an amount necessary to bring the balance in that bank up to a maximum of two hundred dollars (\$200) according to the following schedule:

Longevity	Maximum Bank
Less than 3 months	\$0
3-6 months	\$50.00
6-9 months	\$100.00
9-12 months	\$150.00
More than 12 months	\$200.00

- b. Amounts in each Flight Attendant's uniform replacement bank may be used by such Flight Attendant to pay up to one hundred percent (100%) of the cost of replacing or adding any basic or optional item(s). No portion of the amount in a uniform replacement bank may be paid out in cash. Amounts in the uniform replacement banks of Flight Attendants whose employment terminates shall forfeit back to the Company.
  - c. New hire Flight Attendant trainees will be advised of the Company's uniform replacement bank system. This will include recommendations for purchases and repayment plans that will facilitate their eligibility to receive the replacement bank on January 1<sup>st</sup> of each year.
  - d. The Company shall make maternity uniform item available for purchase. A Flight Attendant may use her/his uniform replacement bank for this purpose.
- 2.
- a. If the Company initiates a complete change in the basic uniform style, Flight Attendants will be provided with a new required uniform for all required changed pieces. Any remaining balance on prior uniform pieces will continue to be deducted until fully paid.
  - b. When individual uniform pieces become unavailable because, for example, a manufacturer discontinues such item or goes out of business, and the Company makes available for purchase a replacement item, the Company will allow a reasonable time period before requiring Flight Attendants to purchase the replacement item in lieu of wearing the replaced item.

**F. Alterations**

Necessary alterations to the basic uniform at the time of initial purchase and at time of replacement will be performed at the Company's expense at Company-designated facilities in each domicile. The Company will be direct billed for such alterations by the designated facility. The Company will pay only for the following alterations to the basic uniform:

- 1. slacks length;
- 2. sleeve length on blazers;
- 3. skirt hems in accordance with Company policy; and
- 4. any Company-required alteration.

- G. A Flight Attendant may wear the official AFA insignia provided by the Union on the right side or lapel of the uniform.
- H. The Company shall consider recommendations by the Union regarding uniform issues and prior to making any substantial changes in the style, color, material or items of the uniform.

**I. General**

1. If a Flight Attendant has her/his luggage stolen or damaged while on a trip, the Flight Attendant will report such incident in accordance with Company policy. The Company will process such incident in accordance with Company policy.
2. Required uniform items specific to a promotional campaign will be provided by the Company at no cost to the Flight Attendants.
3. Each Flight Attendant will be furnished, at no cost, an airline ID card to the extent such card is required. If the ID card is lost or stolen, the Flight Attendant will immediately report that information to the Company. The ID card will be replaced at no cost if it is stolen or damaged, through no fault of the Flight Attendant and appropriate documentation (such as a police report) is provided to the Company. A lost ID card will be replaced in accordance with Company policy.
4. During cold weather conditions, a Flight Attendant may wear a hat, scarf, gloves and boots in accordance with the Company uniform policy.
5. The Company will not require Flight Attendants to wear high heel shoes in the crew lounge, on the ramp, in parking lots and on associated buses, or on the aircraft.
6. A Flight Attendant may remove neckwear while in an area(s) designated by the Company in each domicile. The tie/scarf will only be required by ASA to the extent it is required by the air carrier for which the flying is being performed.
7. The Company will make available for purchase by any Flight Attendant a neckwear piece(s) that "breaks away," such as a clip-on tie or Velcro-fastened scarf. This neckwear piece(s) may be worn in lieu of neckwear that is part of the basic uniform.

**-END OF SECTION-**

**SECTION 19: MOVING EXPENSES**

**A. Eligibility**

1. The Company will pay moving expenses as set forth below when a Flight Attendant is required by the Company to transfer to a new domicile which is more than fifty (50) miles from her/his present domicile.
2. A move to a domicile at the Flight Attendant's choice (i.e., awards by bid) will be at the Flight Attendant's expense, except for space available transportation and the movement of properly-packaged household articles on a space available basis over the Company system.
3. The Company will not pay the moving expenses for new hire Flight Attendants to their initial assignment or award.
4. A Flight Attendant who is eligible for Company paid expenses may elect to have the move paid from a location other than the domicile from which she/he is being transferred to any location within fifty (50) miles of the new domicile city. However, the Company's responsibility shall not exceed the cost of moving the Flight Attendant from the domicile from which she/he is transferred to the new domicile.

**B. In those circumstances stated above where a Flight Attendant's move is at Company expense, the following charges are paid by the Company.**

1. Actual moving expenses of the Flight Attendant's principal residence, including packing materials, packing, unpacking and insurance at the most economical cost, for up to, but not exceeding, ten thousand (10,000) pounds, or fifteen hundred (1500) cubic feet, of personal household goods.
2. Stair and elevator charges.
3. Transportation of one (1) automobile at the rate of thirty-two and one half cents (\$.325) per mile using the most direct AAA mileage. In the alternative, shipping cost for one (1) automobile should the Flight Attendant decide to ship her/his automobile. However, the shipping cost reimbursement shall be no greater than the alternative mileage reimbursement. In the event the shipping costs are greater than the mileage reimbursement, the Flight Attendant may elect to pay the difference to have her/his car shipped.

**C. 1. Moving expenses will be paid only for eligible moves that occur within two hundred seventy (270) days following the Flight Attendant's involuntary transfer to the new domicile.**

2. It is the Flight Attendant's responsibility to contact the moving company approved and specified by Human Resources. If no carrier is specified, the Flight Attendant must obtain two (2) bids from different carriers and submit them to Human Resources for approval. The Flight Attendant is responsible for scheduling the move. The Flight Attendant will not pay the carrier. Credit arrangements will be made and the Company will be billed for covered expenses. All other expenses are the responsibility of the Flight Attendant.
  3. Any reimbursement for moving expenses must be substantiated by valid receipts.
- D. The Company will pay any penalty incurred due to the breaking of any residential lease, not to exceed the aggregate amount of two (2) months' rent, if such lease is broken as a result of a Company-paid move. Flight Attendants shall use their best efforts to avoid any such penalty. The Flight Attendant must provide the Company with an original or copy of the dated contract indicating the penalty. The Company may opt to pay the penalty directly to the leasing company.
- E. **Househunting**
- A Flight Attendant who is entitled to moving expenses pursuant to this Section will be allowed one (1) free round trip pass on-line for the Flight Attendant and her/his spouse or companion (as documented with the pass bureau) between the former domicile and the new domicile at the highest space available boarding priority. This benefit must be utilized within two hundred seventy (270) days from the day the award or assignment is made.
- F. In the case of a Flight Attendant and spouse where each is an employee of the Company, payment will be made to move only one (1) household. The decision as to which moving expenses to use (the Flight Attendant's or the spouse's) shall be made by the Flight Attendant and the spouse.
- G. A Flight Attendant who resigns within twelve (12) months of an actual move, paid for by the Company, shall be required to reimburse the Company for such move on a pro-rata basis. This provision shall not apply to a Flight Attendant who elects to resign as part of a grievance settlement.

**-END OF SECTION-**

**SECTION 20: PHYSICAL EXAMINATIONS**

- A. If the Company questions the fitness of a Flight Attendant, the Company may require a Flight Attendant to submit to a physical examination. The Company will give the Flight Attendant written notice of the need to undergo a physical exam. The examination will be by a Company-designated medical examiner, and the Flight Attendant will be furnished a copy of the medical examiner's report. The Company will pay the cost of such physical examination.
- B. A Flight Attendant who fails to pass a physical examination may, at her/his option, have a review in the following manner:
1. The Flight Attendant may employ a qualified medical examiner of her/his own choosing and at her/his own expense, for the purpose of conducting a physical examination for the same purpose as the physical examination made by the medical examiner on behalf of the Company. The Flight Attendant shall pay the cost of the exam by the physician of her/his choosing.
  2. A copy of the findings of the medical examiner employed by the Flight Attendant shall be furnished to the Company within seven (7) days following the receipt by her/him of the report of the Company's medical examiner. If such findings verify the findings of the medical examiner employed by the Company, or if the Flight Attendant fails to furnish such report to the Company within said time, no further review of the case shall be afforded.
  3. If the findings of the medical examiner chosen by the Flight Attendant are timely filed with the Company and he/she disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the Flight Attendant made at the time of filing such findings with the Company, ask that the two (2) medical examiners agree upon the appointment as promptly as possible, but no later than seven (7) days, of a third (3<sup>rd</sup>) qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further examination.
  4. The said disinterested medical examiner shall then within seven (7) days make a further examination of the Flight Attendant in question, and the case shall be settled on the basis of the neutral examiner's findings.
  5. The expense of employing the disinterested medical examiner shall be borne one-half (1/2) by the Flight Attendant and one-half (1/2) by the Company. Copies of such medical examiner's reports shall be furnished to the Company and to the Flight Attendant.

6. Deadlines may be extended upon mutual agreement of the Company and the Flight Attendant.
- C. When a Flight Attendant is removed from flying status by the Company as a result of her/his failure to pass the Company physical examination and the Flight Attendant appeals such action under the provisions of this Section, she/he shall, if such action is proven unwarranted as provided in paragraph B., above, be paid for all time lost from the time she/he is removed from flying status until she/he is reinstated to flying status. Provided, however, that if a Flight Attendant requests an extension of the time limits, the Company's payment obligation will be reduced by the length of the requested extension.

**-END OF SECTION-**

**SECTION 21: UNION ACTIVITIES**

- A. 1. The Company agrees to provide space at Flight Attendant domiciles for the placement (at Union expense) of a glass enclosed, secured Union bulletin board. Such board shall be used for the purpose of posting notices signed by authorized Union officials related to Union meetings and other Union business and shall be of a size similar to the predominant size bulletin board used by the Company as an Inflight Services bulletin board(s). No notice posted on such board shall contain derogatory or inflammatory material.
2. If any posted material is considered by the Company to be derogatory or inflammatory, the Union will immediately remove such material upon written request from the Vice President Inflight Services. The Company will also attempt to notify the MEC President via telephone. The written request will identify the specific portion(s) of the posting that are considered to be derogatory or inflammatory. If the posting cannot be removed immediately, it will be removed as soon as possible, but no later than three (3) days after the Union receives the request (whether written, telephonically or electronically). The Union retains the right to initiate and pursue a grievance should it disagree with the Company's determination that the material was subject to removal.
- B. A Union representative who is an active employee of the Company may use her/his passes for conducting Union business in the same manner and cost as if she/he were on personal business.
- C. 1. Subject to staffing and operational requirements, the Company will release Flight Attendants for the purpose of conducting official Union business. Requests for release must be submitted, in writing, to the Company as far in advance as possible, but no less than five (5) days prior to the requested day(s) off. The Company may waive the five (5) day requirement on a case-by-case basis. Trips dropped as a result of Union business may be placed into Open Time or may be assigned to Reserve Flight Attendants.
2. Flight Attendants on Union business pursuant to paragraph C.1, above, will be paid and credited the greater of trips missed, pro rata reserve guarantee per scheduled day of flying, or the minimum monthly guarantee. A Flight Attendant being paid the minimum monthly guarantee pursuant to this paragraph will receive pay and credit for trip(s) flown or reserve days fulfilled and the Union shall only be invoiced for the difference between the credit earned and the minimum monthly guarantee. The Union shall thereafter reimburse the Company for such flight pay and fringe benefit costs at the Flight Attendant's hourly rate of pay plus thirty percent (30%). The Company shall make every effort to invoice on a monthly basis, but



no later than ninety (90) days after the month in which the trip or other assignment was dropped. The Company shall not seek reimbursement for the thirty percent (30%) override for invoices submitted after the ninety (90) day period.

**Example:**

A Lineholder has forty (40) block hours on her final schedule. She is released from flight duty for twenty-five (25) of those hours pursuant to C.1, above. Assuming there are no other adjustments to her schedule, she is paid the minimum monthly guarantee (seventy-five (75) hours). The Union would be invoiced for sixty (60) hours.

3. Flight Attendants on a Union Leave pursuant to Section 14.G shall not be paid pursuant to paragraph C.2., above.
- D. The Company shall provide the MEC President with a monthly report showing resignations and terminations, domicile assignments, assignment to management or other non-Flight Attendant assignments, furloughs, leaves of absence of more than thirty (30) days, names and addresses and an updated seniority list. This information will be transmitted electronically or using another agreed upon method.
- E. Upon reasonable notice, the Company will allow a representative of the Union up to sixty (60) minutes to address interested new hire Flight Attendants during a day of initial training and take place in the training room. Arrangements for such meetings shall be made by the Training Department and the Union representative. A representative of the Company will be permitted to attend such meetings. The purpose of such meetings shall be to introduce the Flight Attendants to the Union and its officers and to collect membership applications and dues check off forms. The Union shall not make negative or inflammatory remarks about the Company or its employees during such meetings. Should the Company believe negative or inflammatory remarks were made during the new hire presentation, she/he will notify the MEC President, in writing. Such notification will identify the comments alleged to have been made. The Union will take immediate steps to correct the matter and to prevent its reoccurrence.
- F. The Union will be permitted to distribute materials related to Union business in Flight Attendant mailboxes at domiciles. Such materials will not contain derogatory or inflammatory remarks about the Company or its employees or the Union and its members or employees. The Union will provide the Vice President Inflight Services or her/his designee with a copy of materials it intends to distribute in Flight Attendant mailboxes at least twenty-four (24) hours prior to distribution. Should the Company object to the content of the material on the above-cited basis, it will immediately, but no later than twenty-four (24) hours, notify the MEC President or her/his designee, and the material will not be placed in the Flight Attendant mailboxes. The Company notification shall include the

specific reason(s) for denying the use of the Flight Attendant mailboxes. The Union retains the right to initiate and pursue a grievance should it disagree with the Company's denial.

- G. The Company will recognize the Union's Hotel, EAP, Grievance, Negotiating, Uniform, Scheduling, Safety, Legislative Affairs, Reserve, OJI, FMLA and Membership Committees. The Chairman of each such committee may make written recommendations to the Vice President Inflight Services or her/his designee. The Vice President Inflight Services or her/his designee, will meet with each such committee or MEC or LEC Officer, upon request, at a mutually agreeable time and place, to discuss any written recommendations or specific topics (identified with sufficient specificity to allow the Company representative to prepare adequately for the meeting) that have been submitted at least five (5) business days before the meeting.

**I. AFA Political Action Committee ("FlightPAC")**

1. The Company will deduct from the pay of each Flight Attendant covered by this Agreement, and remit to AFA, voluntary contributions to FlightPAC, provided such employee voluntarily executes a mutually agreed upon authorization. Each duly-executed authorization will be delivered to the Company's Payroll Department and may not be modified for at least one (1) year thereafter.
  2. The amount of such monthly deductions and the transmittal of such voluntary contributions will be as specified in such authorization. Authorized deductions will begin, change or terminate effective on the first day of the second month following receipt of such authorization. Such deductions for FlightPAC contributions will be deducted only if sufficient money remains after all other deductions and withholdings, including monies owed to the Company, standard deductions required by law and Union dues check-off, have been made.
  3. The Company will invoice to the Union, and the Union will remit to the Company, the actual reasonable administrative costs of complying with this provision.
- J. The Vice President Inflight Services shall notify the MEC President of any focus group that includes Flight Attendants. Such notification will contain an explanation of the focus group.

**-END OF SECTION-**

**SECTION 22: AGENCY SHOP AND DUES CHECKOFF**

- A. Each Flight Attendant of the Company covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union shall be required, as a condition of continued employment, beginning thirty (30) days after the completion of her/his probationary period, to pay the Union each month a service charge as a contribution for the administration of this Agreement and the representation of such employee. The service charge for the first month shall be in an amount equal to the Union's regular and usual initiation fees and monthly dues and for each month thereafter in an amount equal to the regular and usual monthly dues and periodic assessments (not including fines and penalties) including MEC/LEC assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.
- 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 any Flight Attendant of the Company covered by the requirement of paragraph A, above, becomes delinquent in the payment of her/his service charge or membership dues, the Union shall notify such Flight Attendant by Certified Mail, Return Receipt Requested, copy to the Vice President Inflight Services of the Company or her/his designee, that the Flight Attendant is delinquent in the payment of such service charge or membership dues as specified herein and subject to termination as a Flight Attendant and that the Flight Attendant must remit the required payment within a period of fifteen (15) days or be terminated.
- D. If, upon the expiration of the fifteen (15) day period, the Flight Attendant remains delinquent, the Union shall certify in writing to the Vice President Inflight Services, copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed and is therefore to be terminated. The Vice President Inflight Services shall thereupon take proper steps to terminate such Flight Attendant from the service of the Company.
- E. A grievance by a Flight Attendant who is to be terminated 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 a request for review in writing within five (5) days from the date of her/his notification by the Vice President Inflight Services as provided in

paragraph D., above. The request must be submitted to the Vice President Inflight Services, or an appropriate designee, who will review the grievance and render a decision in writing not later than five (5) days following receipt of the Flight Attendant's grievance.

2. The Vice President Inflight Services, or an appropriate designee, shall forward the 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 the specified period, the neutral referee shall be chosen by striking from the panel designated in Section 4.H. 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 equally by the Flight Attendant and the Union. The parties to the hearing shall be the Company, the Flight Attendant and the Union.
- F. During the period a grievance is being processed under the provisions of this Section, and until thirty (30) days following issuance of a final award by the Vice President Inflight Services, or an appropriate designee, or the neutral referee, the Flight Attendant shall not be terminated from the Company nor lose any seniority rights because of noncompliance with the terms and provisions of this Section.
1. A Flight Attendant terminated by the Company under the provisions of this paragraph shall be deemed to have been "terminated for cause" within the meaning of the terms of this Section.
  2. The Company shall not be liable for any time or wage claims of any Flight Attendant terminated 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.
  4. At any time up through the time set forth in paragraph F., above, the Flight Attendant may tender the disputed amount.
- 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 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, or a service charge, provided such Flight Attendant voluntarily executes the following agreed upon form. This form, "Assignment and Authorization for Voluntary Check-Off of Union Dues," also to be known as a Service Charge and Dues Form, shall be prepared and furnished by the Union.

2. When a Flight Attendant properly executes such Service Charge and Dues Form, the Treasurer of the Association shall forward an original copy to the Vice President Inflight Services. Any Service Charge and Dues 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 Vice President Inflight Services, with a copy to the Union. Service Charge and Dues Forms and notices received by the Company will be stamp dated on the date received and not when mailed.
3. When a Service Charge and Dues Form, as specified herein, is received by the Vice President Inflight Services, on or before the first day of the month, deductions will commence with the first payday of the month following, and will continue thereafter until revoked or canceled as provided in this Section. Deductions shall be made in two (2) equal installments each month, with fifty percent (50%) deducted each payday. The Company will remit to the Union a check, or wire transfer, in payment of all dues and assessments collected for each month on the second payday of the month, or as soon after the second payday of the month as possible. The Company remittance of the Union membership dues 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 period.
4. No deduction of the Union dues will be made from the wages of any Flight Attendant who has executed a Service Charge and Dues 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, reinstatement or return from leave without pay, or recall from furlough, deductions shall be automatically resumed, provided the Flight Attendant has not revoked the assignment in accordance with the provisions of this Section and of the Railway Labor Act, as amended.
5. Collections of any back dues owed at the time of starting deductions for any Flight Attendant and 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.

6. Deductions of membership dues shall be made 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 the last day of work occurs.

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF SERVICE  
CHARGE AND UNION DUES

TO:

I, \_\_\_\_\_ hereby authorize \_\_\_\_\_, to deduct from my earnings once each month \$ \_\_\_\_\_ the standard monthly membership Union Dues (or such standard monthly membership dues as may hereafter be established by the Union), service charges, initiation fees, and assessments. Such amount so deducted is hereby assigned to the Association of Flight Attendants-CWA, AFL-CIO, 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 assignment and authorization may be revoked by me in writing. A copy of such revocation will be sent to the President of the Local Executive Council.

Signature of Employee \_\_\_\_\_ Date: \_\_\_\_\_

Employee Number: \_\_\_\_\_

Classification Seniority Date: \_\_\_\_\_

Domicile: \_\_\_\_\_

Date of First Deduction: \_\_\_\_\_

NOTE: This form may be used by non-members for monthly service charge deductions.

Please print name and address below:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, & ZIP: \_\_\_\_\_

Please complete and return to:

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO  
501 3<sup>rd</sup> St N.W., Washington, D.C. 20001-2797

**-END OF SECTION-**



**SECTION 23: INSURANCE**

- A. All insurance benefits (e.g. life, dependent life, medical, short-term disability, long-term disability, dental, loss of license, etc.) that are presently offered to the Flight Attendants or hereafter made available to Company employees shall continue to be offered and will be made available on the same terms to Flight Attendants covered by this Agreement.

Should any improvements and/or additions made available in the current policies be offered to other employee groups within the Company, the same improvements and/or additions shall be offered to the Flight Attendants.

Should it be necessary to negotiate benefit changes (e.g., increasing deductibles or co-pay) with the insurance carrier(s), or should premium increases require greater contributions from Flight Attendants, the Company will notify the Association and provide an opportunity to discuss such changes prior to any changes.

**B. Medical/Dental/Vision**

1. The Company shall provide the present or comparable Group Medical Plan and Group Dental Plan for Flight Attendants and their eligible dependents.
2. The lifetime maximum plan benefit for Flight Attendants on the Group Medical Plan will be two million dollars (\$2,000,000).
3. The Company shall provide the present or comparable vision care plan for Flight Attendants and their eligible dependents.
4. The Company will continue to provide a Flexible Spending Account to the extent allowed by applicable law.

**C. Short-Term Disability**

The Company shall provide the present or comparable short-term disability plan.

**D. Long-Term Disability**

The Company shall provide the present or comparable long-term disability plan. "Disability" for the first twenty-four (24) months for a Flight Attendant means an inability to perform the material and essential duties of her/his regular occupation due to illness or injury.

**E. Accidental Death and Dismemberment (AD&D)**

The Company shall provide the present or comparable AD&D plan.

**F. Life Insurance**

1. The Company shall provide the present or comparable life insurance and dependents life insurance plans for Flight Attendants and their eligible spouse and dependent children.
  2. The Company will provide a life insurance plan for each Flight Attendant and her/his eligible spouse and dependent children with the following benefits:
    - a. Twenty thousand dollars (\$20,000) for the Flight Attendant;
    - b. Two thousand five hundred dollars (\$2,500) for a spouse;
    - c. One thousand dollars (\$1,000) for dependent children.
  3. The Company shall continue to provide the Supplemental Group Life Insurance through payroll deduction. The amounts available on a voluntary basis range from twenty thousand dollars (\$20,000) to five hundred thousand dollars (\$500,000), in increments of ten thousand dollars (\$10,000).
- G. The Company will provide substance abuse treatment insurance coverage at the in-network level of benefits to facilitate the Flight Attendant's FAA-recertification if such certification has been revoked by the FAA as a result of the Flight Attendant's substance abuse problem.

**-END OF SECTION-**

**SECTION 24: 401(k)**

- A. The Company will provide a 401(k) plan in which all active Flight Attendants may participate.
- B. The Company will make matching contributions each pay period to each participating Flight Attendant's account in the 401(k) Plan based on her/his active service and total monthly compensation.

The match will be as follows:

1 year of service	20% of the first 6% a Flight Attendant contributes to the plan
2 years of service	30% of the first 6% a Flight Attendant contributes to the plan
3 years of service	40% of the first 6% a Flight Attendant contributes to the plan
4-6 years of service	50% of the first 6% a Flight Attendant contributes to the plan
7 years of service	75% of the first 6% a Flight Attendant contributes to the plan
10+ years of service	75% of the first 8% a Flight Attendant contributes to the plan

- C. A Flight Attendant will be vested in the Company's contributions to her/his account in the 401(k) Plan based on her/his length of active serve with the Company in accordance with the table below:

<b><u>Active Service</u></b>	<b><u>Percent Vested</u></b>
1 Year	10%
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 + years	100%

- D. A new hire Flight Attendant will be automatically enrolled in the 401(k) plan at a Flight Attendant contribution rate of three percent (3%). Such Flight Attendant will be entitled to opt-out at her/his discretion as well as increase or decrease the contribution rate as allowed by the plan. The automatic three percent (3%) contribution will default to a money market fund, or its equivalent, until changed by the Flight Attendant.
- E. A Flight Attendant will be permitted to contribute up to the maximum allowed by applicable law.
- F. The 401(k) Plan will be effective at date of signing to include a catch-up contribution provision so that Flight Attendants who are age fifty (50) or over may make additional pay reduction contributions to the maximum extent permitted by applicable law, as adjusted from time to time.

- G. A Flight Attendant's contribution to the 401(k) plan will be reflected on the pay stub for each pay period.
- H. The 401(k) plan will provide plan participants with self-direction options.
- I. The 401(k) plan will include internet access for implementation of the self-direction options. The Company reserves the right to evolve the access capability as technology changes.
- J. The Company's match of a Flight Attendant's contributions to the Flight Attendant's account in the 401(k) Plan will be deposited in the Flight Attendant's 401(k) account each pay period, but no later than the last day of the succeeding month.
- K. The 401(k) Plan will not be discontinued during the term of this Agreement without written approval of the Union. Should it be necessary to make a substantial change(s) to the 401(k) plan, the Company will notify the Union and provide an opportunity to discuss such change(s) prior to making the change(s).

**-END OF SECTION-**

**SECTION 25: PRISONER & HOSTAGE BENEFITS**

A Flight Attendant, who, while engaged in the course of performing the Flight Attendants' normal duties as a Flight Attendant for the Company, is held as a prisoner or hostage shall be eligible to receive regular compensation, and life insurance benefits, and retain and accrue seniority during the period said Flight Attendant is held as a prisoner or hostage for a period of up to twelve (12) months.

**-END OF SECTION-**

**SECTION 26: SAFETY, HEALTH and SECURITY**

**A. AFA Safety, Health and Security Committee**

1. The Company will notify the MEC President of safety evacuation demonstrations and allow the MEC President, or her/his employee designee, to attend such demonstrations.
2. The Company will notify the MEC President within thirty (30) days following the Company's acquisition of a new aircraft type (including a different series from the same manufacturer). Upon written request, the Vice President Inflight Services or her/his designee, will meet with the MEC Safety, Health and Security Committee Chair at a mutually agreeable time and place to discuss issues and concerns affected by such aircraft acquisition.
3. The Company will provide the Committee Chairperson with a copy of the OSHA 300 Report when prepared as provided by law (currently, monthly). The Company shall also provide the Committee Chairperson with a copy of its Emergency Response Plan.

**B. Emergency Response**

1. In the event of an aircraft accident (as defined by the NTSB) involving Company aircraft and Flight Attendants, the Company will notify the MEC Safety, Health & Security Committee Chairperson as soon as reasonably practicable, but within two (2) hours of Company notification of such event. Such notification will be by a mutually agreeable method.
2. Up to three (3) Flight Attendants who have completed AFA safety training which includes accident investigations, including blood borne pathogens, requested by the MEC President will be granted Union leave (pursuant to Section 21.C.) to participate in an aircraft accident investigation involving Company aircraft.
3. Flight Attendants granted Union leave pursuant to paragraph 2, above, will be provided with space available passes, at the highest space available boarding priority, in accordance with Company policy, on Company aircraft for one (1) round trip between their domicile and the airport nearest to the accident site.
4. The Company will promptly notify the designated emergency contact of a Flight Attendant who has been injured in an accident (as defined by the NTSB) while on duty if she/he is unconscious or otherwise not physically able to make such notification. A Flight Attendant's designated emergency contact will also be promptly notified if she/he is involved in a hijacking while performing the duties of a Flight Attendant for the

Company, provided that the Company is not restricted by any governmental authority from releasing such information.

5. If the Company schedules a meeting with a Flight Attendant as part of a non-disciplinary investigation (as it relates to the Flight Attendant) into an aircraft accident (as defined by the NTSB), the Company shall release the Flight Attendant from the schedule, with pay and credit, for purposes of the meeting. Should the meeting involve travel from the Flight Attendant's home, she/he will be provided with positive space travel on ASA or with another airline with which the Company has pass rights and consistent with such pass rights to and from the meeting. A Union representative or another Flight Attendant may accompany the Flight Attendant to such meeting.

**C. Company Safety Committee**

The Union may appoint up to two (2) representatives to the Company's Safety Committee, which will be invited to participate in the meetings of the Committee. Any cost associated with attendance at such meetings will be the responsibility of the Union.

**D. Health**

1. The Company recognizes the need to address Flight Attendant nutritional needs during duty periods involving flight operations.
2. A Flight Attendant who is working on an aircraft without a functioning lavatory may, after the passengers have deplaned after each leg, leave the aircraft to address her/his physiological needs caused by the absence of the functioning lavatory. The Flight Attendant will make every reasonable effort to avoid any adverse effects on the Company's operations.
3. A Flight Attendant may, from time to time, briefly occupy the Flight Attendant jumpseat in flight, provided that the Flight Attendant's duties are not adversely affected.
4. A Flight Attendant may purchase all or part of the demo equipment at the Company's actual cost.
5. The Company will make available antimicrobial hand wipes and/or hand sanitizer for use by Flight Attendants during those times when running water and/or soap may not be available on the aircraft.
6. For use after beverage service and before landing for tidying and picking up trash in conjunction with cabin service, a Flight Attendant will be provided with latex gloves. Flight Attendants are not relieved of any job responsibility if the aircraft are temporarily missing latex gloves. The

Company is responsible for maintaining a supply of latex gloves for use by Flight Attendants in accordance with this paragraph.

7. The Company shall reimburse a Flight Attendant for the cost of Hepatitis A and B inoculations, if required by the Company and with the submission of acceptable documentation.
8. A Flight Attendant will not be required to remain onboard an aircraft that is undergoing a ground pressurization check.

**E. Safety**

1. The Company will make prompt inquiries into written complaints received by the Vice President Inflight Services, or her/his designee, from the Chairperson of the Union Safety, Health and Security Committee regarding safety issues arising from ground deadhead transportation.
2. The Company will consider the recommendations of the Union Safety Committee regarding the configuration of safety or emergency equipment on the aircraft.
3. A Flight Attendant shall not be required to perform a bomb search, other than in flight (i.e. the plane is in the air), and shall not be required to remain onboard an aircraft during such a search. The Company will continue to provide Flight Attendant training, as provided by law, on conducting such searches.
4. When the Captain has notified passengers to remain seated due to expected turbulence, the Flight Attendant may keep the jumpseat extended for quicker access while she/he conducts cabin service.

**F. General**

The Company shall notify the MEC President, or her/his designee, before implementing a major change in service or galley configuration.

**-END OF SECTION-**



**SECTION 27: PART TIME FLIGHT ATTENDANT PROGRAM**

- A. The Company will maintain a Part Time Flight Attendant program. The minimum number of part time positions available for bid system wide pursuant to Section D, below, shall be at least five percent (5%) of the regular lines existing at that time. Such minimum number of part time positions shall be placed for bid in the domicile(s) where the Company has at least two hundred (200) Flight Attendants. The number of such minimum part time positions at each such domicile shall be proportional based on the number of Flight Attendants at that domicile compared to the total number of Flight Attendants system wide.

For example, assume that the Company is required to bid thirty (30) part time positions system wide pursuant to this paragraph. Further assume that there are three (3) Flight Attendant domiciles at that time: (1) Domicile A with fifty (50) Flight Attendants; (2) Domicile B with two hundred fifty (250) Flight Attendants; and (3) Domicile C with seven hundred (700) Flight Attendants. The Company would be required to bid the minimum part time positions at Domicile B and Domicile C because each has two hundred (200) Flight Attendants or more. Because the Flight Attendants at Domicile C are seventy percent (70%) of the total, they would be entitled to bid for twenty-one (21) of the thirty (30) positions; the Flight Attendants at Domicile B would be entitled to bid for seven (7) of the thirty (30) positions.

**B. Eligibility to Bid for Part Time Positions**

1. All Flight Attendants who have accrued at least twenty-four (24) months of active service as a Flight Attendant and are Regular Lineholders are eligible to be awarded a Part Time Flight Attendant position in her/his domicile. A Flight Attendant must hold a position in the domicile prior to the part time bid. Flight Attendants on inactive status may bid for part time vacancies, provided that they are anticipated to return to active status no later than the first (1<sup>st</sup>) day of the month in which the bid would be effective. If the inactive Flight Attendant who bids for a Part Time Flight Attendant position does not actually return to active status by such date, the Flight Attendant will be returned to full time status and ineligible to bid for a part time position for a period of one (1) year from the first (1<sup>st</sup>) day of the month in which the bid would be effective.
2. A Part Time Flight Attendant on a leave of absence shall retain her/his part time position, subject to paragraph F.4 below, unless there is a system wide re-bid while she/he is on the leave, in which case her/his eligibility to bid for part time shall be governed by the paragraph above and the other requirements of this Section.
3. A Flight Attendant in a part time position will not bid out of that position for a minimum period of four (4) months. This provision may be waived by the

Company. With at least forty-five (45) days written notice, a Part Time Flight Attendant may bid to return to any full time vacancy on the first (1<sup>st</sup>) of the month.

**C. Bidding for a Vacant Part Time Position**

1. The Company will notify Flight Attendants in a domicile of Part Time Flight Attendant vacancies in that domicile by sending an electronic message marked "must read" at least sixty (60) days before the award would take effect.
2. A Flight Attendant who wishes to bid for a Part Time Flight Attendant vacancy will do so electronically, on Company computers or over the internet. A Flight Attendant shall have a minimum of five (5) days to bid for a Part Time Flight Attendant vacancy.
3. Part Time Flight Attendant vacancies will be awarded in seniority order among eligible bidders at the domicile.

**D. Annual Domicile Part Time Re-bid**

1. Each April 1<sup>st</sup> the Company will re-bid all Part Time Flight Attendant positions at each domicile where Part Time Flight Attendant positions exist. Awards for available Part Time Flight Attendant vacancies will be made based on seniority.
2. Prior to the opening of a re-bid at a domicile, the Company shall notify all Flight Attendants through an electronic message marked "must read" of the re-bid dates at least ten (10) days prior to the date the bid opens.
3. Part Time Flight Attendants must participate in the re-bid at their domicile to attempt to retain their Part Time status.
4. The bidding will remain open for at least five (5) days, and awards will be posted electronically within three (3) days.
5. The awarded bids will be effective on June 1<sup>st</sup> of each year.

**E. Scheduling**

1. Part Time Flight Attendants will bid for monthly flying assignments using the Company's Preferential Bidding System. A Part Time Flight Attendant shall not bid for a reserve line.
2. A Part Time Flight Attendant line will be constructed with no less than forty (40) credit hours or more than fifty (50) credit hours. For purposes of line

construction, the term "credit" shall not include duty rig or minimum day credit.

3. Part Time Flight Attendants will not be drafted if the draft would cause the Flight Attendant to be scheduled for more than sixty (60) credit hours (including all pay credits, except duty rig/minimum day credit and any credit for sick, vacation or any other leave/absence, but including jury duty and Bereavement leave) for the bid period. A Part Time Flight Attendant will be drafted in the same order (inverse seniority) as Full Time Flight Attendants.
4. A Part Time Flight Attendant may participate in up to four (4) schedule adjustments per bid period, subject to Section 7, Scheduling except that the Company may reject any adjustment request that would result in the Part Time Flight Attendant being scheduled for fewer than thirty-five (35) credit hours (including all pay credits, except duty rig/minimum day credit and any credit for sick, vacation or any other leave/absence, but including jury duty and Bereavement Leave). A Part Time Flight Attendant may trade with other Flight Attendants as if she/he was a Full Time Flight Attendant, so long as the requirements of this Section are met. Furthermore, there is no restriction on the number of Open Time pickups for Part Time Flight Attendants. There will be no premium pay or other incentive for Part Time Flight Attendants for picking up Open Time, except for "premium" Open Time pursuant to Section 7.K.12.

**F. General**

1. A Part Time Flight Attendant will accrue sick leave, vacation, longevity and uniform replacement banks at one half (1/2) the accrual rates in the Agreement. Seniority accrual for part time Flight Attendants is in accordance with Section 11, Seniority. However, a Part Time Flight Attendant that does not have at least thirty-two and one-half (32.5) hours of credit (including all pay credits, except duty rig/minimum day credit and any credit for sick, vacation or any other leave/absence, but including jury duty and Bereavement Leave) in any month will not accrue any vacation or sick leave that month.
2. A Part Time Flight Attendant may remain in the insurance programs previously elected, but will pay the COBRA rates for such programs. On-line travel and 401(k) will be on the same basis as afforded Full Time Flight Attendants. Inter-line travel will be in accordance with Company policy.
3. Guarantee provisions of this agreement do not apply to Part Time Flight Attendants. Part Time Flight Attendants shall be compensated for all pay credits to which they are entitled pursuant to this Agreement.

4. Upon giving forty-five (45) days' notice, the Company may convert a part time position into a full time position, as long as the requirements in A, above, are met. Prior to displacing junior Part Time Flight Attendants, the Company will solicit volunteers to return to full time status. Should not enough Part Time Flight Attendants volunteer to return to full time status, displacement from part time will be done in inverse seniority order.
5. Except as specified herein, Part Time Flight Attendants are subject to all other provisions of this Agreement.

**-END OF SECTION-**

**SECTION 28: GENERAL**

**A. Personnel File**

1. A master personnel file shall be maintained in Personnel for each Flight Attendant. A duplicate file may be maintained at the domiciles. The personnel file will contain all documents affecting a Flight Attendant's employment relationship with the Company, except for training and attendance records.
  2. Upon reasonable request, a Flight Attendant may inspect her/his personnel file and attendance records.
  3. A Flight Attendant will be notified at the time any critical or unfavorable material is placed in her/his file, and, upon request, will be given a copy. The Flight Attendant will have an opportunity to review the critical or unfavorable material with her/his Chief Flight Attendant and provide her/his comments, in writing. The Chief Flight Attendant may remove the critical or unfavorable material from the Flight Attendant's file following such meeting.
  4. A Flight Attendant may submit a written request to the Vice President Inflight Services or her/his designee, for the removal of anything of a derogatory nature contained in her/his file longer than twenty-four (24) months. The Company will remove such item(s) from the file no later than thirty (30) days after the Flight Attendant's request. In no event will derogatory material in the file for longer than twenty-four (24) months be used to support discipline in the current case.
- B. A Flight Attendant shall not be required to pay for damage or loss of Company property on or off any aircraft while performing her/his regular duties, unless caused by the negligence or intentional misconduct of the Flight Attendant.
- C. The Company shall furnish each Flight Attendant with a convenient sized bound copy of this Agreement within thirty (30) days after signing or during initial training. The Company will provide the Association with one hundred (100) copies for its internal use. Additional copies required by the Association may be obtained from the Company at the Company's cost. Copies of side letters will be published and distributed by the Company to the Flight Attendants. The Union may use the Flight Attendant mailboxes at domicile for distributing additional copies of side letters and contracts from time-to-time as requested by Flight Attendants.
- D. An active Flight Attendant, the Flight Attendant's spouse, parents, and eligible children and the immediate family of deceased Flight Attendants will be granted passes on Company aircraft and non-revenue or reduced rate travel on other airlines on the same basis as other non-management employees and in accordance with Company policy and interline agreements.

A retired Flight Attendant, her/his spouse, parents and eligible dependent children will be granted passes on the same basis as other retired employees in accordance with Company policy and interline agreements at the age at which other non-management employees become eligible for retirement passes.

- E. It is mutually understood and agreed that the collective bargaining agreement for the period covered by this Agreement and the terms and conditions thereof, apply equally to all employees regardless of race, creed, color, sex, age, national origin, religion, physical or mental handicap, status as a veteran, sexual orientation or marital status.
- F. All orders to a Flight Attendant involving a change in domicile, transfer, furlough, recall and leaves of absence shall be stated in writing.
- G. Should the Company place into revenue service a new type of aircraft of more than one hundred (100) seats requiring two (2) or more Flight Attendants, the parties shall meet ninety (90) days, if possible, but no later than sixty (60) days prior to placing the new aircraft into revenue service, to negotiate, in accordance with Section 6 of the Railway Labor Act, rates of pay for such equipment, and any necessary modifications to rules and working conditions. The rates of pay agreed upon will be paid retroactive to the first day the aircraft was placed into revenue operation. If no agreement has been reached by the thirtieth (30<sup>th</sup>) day prior to the date the aircraft is scheduled to be placed in revenue service, the parties will submit the issue to an arbitrator for final and binding arbitration.
- H. A Flight Attendant normally will not be responsible for sweeping the aircraft, cleaning seat back pockets, cleaning tray tables, cleaning the lavatory at field stations or domicile, or cleaning windows. Normal procedures pursuant to Company policy will apply in flight.
- I. A Flight Attendant shall be responsible for ordering supplies at the conclusion of her/his duty day and before an aircraft swap, if available at that location; however, a Flight Attendant shall not be responsible for restocking the galley at the conclusion of her/his duty day or before an aircraft swap if catering supplies have not been delivered to the aircraft by ten (10) minutes after block in. The Flight Attendant(s) who next staffs that aircraft will restock the galley if the aircraft has not been restocked.
- J. A Flight Attendant will cross seat belts in the aircraft cabin after each flight except at an overnight out-station.
- K. A Flight Attendant will not normally be required to empty the trash cans on the aircraft; however, in the event the trash has not been emptied before passengers are scheduled to board the aircraft, the Flight Attendant will be responsible for emptying the trash. It is understood that such occasions should be infrequent.
- L. The Company will reimburse a Flight Attendant for the cost of passport renewal and visas, if required by the Company, provided appropriate documentation substantiating such cost is submitted by the Flight Attendant within thirty (30) days of her/his payment of the passport renewal or visa fee. [Note: this is for a

necessary renewal once the passport expires not for voluntary renewals (e.g. as a result of name changes) or where the passport is lost/stolen.]

- M. A Flight Attendant shall be provided a Flight Attendant manual at no cost. Replacement of such manual shall be in accordance with Company policy.
- N. A Flight Attendant who is unable to report for work due to a serious situation not involving her/his own personal illness or injury shall be permitted to call in absent under the "miscellaneous" or similar category in accordance with Company policy.
- O. Disaster Assistance: The Company will work with a Flight Attendant whose home/domicile is involved in a natural disaster for the purpose of removing her/him from scheduled duty. Each situation will be evaluated on a case-by-case basis for the purpose of attendance policy applicability.
- P. Height and weight requirements for Flight Attendants shall be in accordance with applicable law.
- Q. The Company will provide clean, non-public, crew lounges, with reasonable amenities, where Flight Attendants are domiciled. The Company recognizes that the Flight Attendants' interest is in having a quiet area with reasonable amenities, which, as a guideline, may include but not be limited to, reclining chair or sofas and storage facilities for crew bags.
- R. This Agreement shall supersede and take precedence over all prior agreements between the Company and the Association. Should any provision of this Agreement be rendered invalid by reason of any legislation or other act of any government agency or declared illegal by any court of competent jurisdiction, such provision will immediately become null and void, leaving the remainder of the Agreement in full force and effect.

**-END OF SECTION-**

**SECTION 29: MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the Company retains discretion and authority to manage its operations and direct its workforce. Such rights include, but are not limited to, the right to hire, promote, demote, transfer, furlough and recall; to assign and reassign duties (customarily and previously performed by Flight Attendants), schedules and hours of work; to schedule and utilize management Flight Attendants; to maintain good order and efficiency; to discipline and discharge Flight Attendants for just cause; to establish and, from time to time, amend rules, regulations and procedures; to establish and, from time to time, amend the operations manual; to determine qualifications for initial employment; to determine uniform qualifications for continued employment or other promotions; to determine the quality of service; to determine the means of providing services to its passengers, including the size, type and number of aircraft to be utilized in providing the service; to determine the methods of administering and selling its service; to determine the size and composition of the Flight Attendant workforce; 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 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 contract out all or part of its Flight Attendant training; and to determine whether to purchase additional aircraft or to lease, sell or otherwise dispose of all or any part of its equipment.

Any of the rights the Company had prior to the signing of this Agreement are retained by the Company except those specifically modified by this Agreement.

**-END OF SECTION-**



**SECTION 30: DURATION**

This Agreement shall become effective July 21, 2008 and shall remain in full force and effect until July 21, 2011 and shall renew itself without change each succeeding July 21<sup>st</sup> thereafter unless written notice of intended change is served by either party in accordance with Section 6, Title I of the Railway Labor Act, as amended, at least sixty (60) days prior to July 21, 2011 or any July 21<sup>st</sup> thereafter.

In witness whereof, the parties have signed this Agreement this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2008.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

ATLANTIC SOUTHEAST AIRLINES, INC.

\_\_\_\_\_  
Patricia Friend  
International President

\_\_\_\_\_  
Brandee Reynolds  
Director – Labor Relations

\_\_\_\_\_  
Jeannie Babb  
MEC President

\_\_\_\_\_  
Rick Berry  
Manager – Contract Administration &  
Compliance

\_\_\_\_\_  
Keri Pritchett  
MEC Vice President

\_\_\_\_\_  
Lindsay Gardner  
Negotiating Committee Member

**-END OF SECTION-**

**LETTERS OF AGREEMENT**

**LETTER OF AGREEMENT # 1**  
**COMMUTING POLICY**

1. Flight Attendants are responsible for reporting for assignments in a timely manner. These provisions are not intended to relieve Flight Attendants of that responsibility.
2. Election of Commuting Status  

A commuting Flight Attendant is a Flight Attendant who may designate up to three (3) airports within one hundred fifty (150) AAA miles of the commuting Flight Attendant's principal residence from which the commuting Flight Attendant may commute. The Company will provide a form for this purpose. A commuting Flight Attendant may change her/his designated airport(s) with thirty (30) days written notice.
3. Commuting Flight Attendant Procedures
  - a. This policy covers a commuting Flight Attendant who is (1) a regular Flight Attendant commuting to a flight assignment or (2) a Reserve Flight Attendant commuting for the purpose of positioning her/himself in advance of her/his reserve on-call period. The commuting Flight Attendant must be listed as a non-revenue passenger as set forth below in the computer reservations system of a carrier. Such listing is the sole responsibility of the commuting Flight Attendant. The Company will provide a list of carriers for whom the Company has direct access to their computer reservations system. If the Company does not have direct access to the computer reservation system, it is the commuting Flight Attendant's responsibility to provide documentary proof from the carrier of listing in accordance with paragraph 3.b., below.
  - b. A commuting Flight Attendant must be listed on a flight between one (1) of her/his designated airports and the airport at which her/his assignment originates not more than thirty-six (36) hours but not less than twenty-four (24) hours in advance of the scheduled departure time for the flight she/he expects to use to commute to work (her/his "commuting flight"). The commuting flight must have a seat available for sale to the public at the time the commuting Flight Attendant lists for the flight. The commuting flight must be scheduled to arrive at the airport at which her/his assignment originates at a reasonable time before her/his assigned report time or beginning of her/his reserve on-call period.
  - c. A commuting Flight Attendant must arrive at the designated gate for the flight at least thirty (30) minutes prior to the scheduled departure time of that flight or earlier if required by the carrier's policy.
  - d. If a commuting Flight Attendant anticipates she/he will not arrive at her/his domicile in sufficient time to report for her/his assignment because of a delay or cancellation of her/his commuting flight(s) or because of the unavailability of a seat on her/his commuting flight(s), she/he will notify

Crew Scheduling as soon as possible. The Flight Attendant must specifically inform the Crew Scheduler that she/he is invoking the commuting Flight Attendant policy. The commuting Flight Attendant will, upon request, provide the Crew Scheduler with the carrier, flight number and departure time of her/his commuting flight(s). The commuting Flight Attendant will then make every effort to report to her/his assignment location as soon as practicable unless directed otherwise by Crew Scheduling.

- e. A Flight Attendant may elect to use jumpseat privileges as permitted by a carrier for her/his commuting flight on which she/he is listed and when doing so will be considered to have complied with the provisions of this Section.
  - (1) If a Flight Attendant reserves a jumpseat on an online flight, such seat will be deemed an available seat in accordance with paragraph 3.b., above.
  - (2) If a Flight Attendant elects to jumpseat on an offline carrier, such seat will not be deemed an available seat in accordance with paragraph 3.b., above.

4. Effect of Commuting Failure

A commuting Flight Attendant who has complied with these procedures but is unable to report for her/his flight assignment at report time (if a regular Flight Attendant), or to position her/himself to begin her/his reserve on-call period (if a Reserve Flight Attendant), through no fault of her/his own solely because of an unanticipated delay, cancellation or unavailability of a seat on her/his commuting flight(s) will not be subject to any discipline or occurrence as a result of her/his inability to report or begin her/his on-call period on time. A commuting Flight Attendant who avoids discipline or an occurrence because of this policy will be entitled to use this policy only three (3) times in any rolling twelve (12) month period and not to exceed five (5) times in any rolling twenty-four (24) month period.

5. Reassignment

A commuting Flight Attendant who will be unable to report to her/his domicile as scheduled because of a delay or cancellation of her/his commuting flight or because of the unavailability of a seat on her/his commuting flight must notify Crew Scheduling as soon as possible. Crew scheduling may:

- (1) Deadhead the commuting Flight Attendant, without pay or credit, to join her/his trip; or
- (2) Place the commuting Flight Attendant on her/his trip when it transits her/his domicile; or
- (3) Reschedule the commuting Flight Attendant for another trip in accordance with Section 7, Scheduling; or

- (4) Remove the commuting Flight Attendant from the trip or reserve on-call period without pay. Such day(s) will not be considered a day of work.

6. Compensation

a. Regular Flight Attendant

- (1) A commuting Flight Attendant who complies with this policy but does not report for her/his assignment on time will not receive any pay or credit for any flight assignment missed and will have her/his minimum monthly guarantee adjusted in accordance with Section 5.B., Compensation.
- (2) A commuting Flight Attendant will be eligible for pay and credit only for any portion of her/his flight assignment that she/he actually flies or for which she/he is rescheduled (not including any deadhead to join her/his originally scheduled or rescheduled trip) after she/he has reported for duty following her/his commuting failure.

b. Reserve Flight Attendant

If Crew Scheduling releases the Reserve Flight Attendant, the Reserve Flight Attendant's minimum monthly guarantee will be adjusted in accordance with Section 5.B., Compensation, to reflect that the Reserve Flight Attendant was not available for reserve for that reserve on-call period. If Crew Scheduling does not release the Reserve Flight Attendant, her/his minimum monthly guarantee will not be adjusted.

7. Applicability to Reserve Flight Attendants

The provisions contained in this commuter policy will apply to a Reserve Flight Attendant prior to an assigned on-call period and only when the Reserve Flight Attendant is commuting to her/his domicile to position her/himself for her/his on-call period. These provisions do not apply to a Reserve Flight Attendant who fails to notify Crew Scheduling of the commuting failure before the start of her/his on-call period.

IN WITNESS WHEREOF, the undersigned parties have signed this Letter of Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

ATLANTIC SOUTHEAST AIRLINES, INC.

\_\_\_\_\_  
Patricia Friend  
International President

\_\_\_\_\_  
Brandee Reynolds  
Director – Labor Relations

\_\_\_\_\_  
Jeannie Babb  
MEC President

\_\_\_\_\_  
Rick Berry  
Manager – Contract Administration &  
Compliance

\_\_\_\_\_  
Keri Pritchett  
MEC Vice President

\_\_\_\_\_  
Lindsay Gardner  
Negotiating Committee Member

**LETTER OF AGREEMENT No. 2**  
**Non-Preferential Bidding**

WHEREAS Section 7, Scheduling of the Collective Bargaining Agreement between the parties provides for bidding through a Preferential Bidding System (“PBS”); and

WHEREAS the parties wish to provide for non-preferential bidding pending final implementation of the PBS and in the event of a failure preventing use of the PBS for a bid period.

NOW THEREFORE BE IT RESOLVED:

A. The provisions of this Letter of Agreement shall be in effect pending implementation of the PBS or in the event of a failure preventing use of the PBS for a bid period following its implementation.

**B. Line Construction**

1. All known trips, including charters, shall be built into lines if possible.
2. All lines will be constructed with a minimum of ten (10) days scheduled off per month.
3. Regular lines will contain a combination of trips and days off, and shall not contain reserve days. A regular line will not contain any out of domicile trip pairings, including charters, unless the pairing begins and ends with a deadhead to and from the Flight Attendant’s domicile. A regular line will be constructed with no less than seventy-five (75) credit hours, except as otherwise permitted in this Agreement, or more than ninety-seven (97) credit hours. Any Nap-only lines will be constructed with no less than thirty-five (35) or more than fifty (50) credit hours. For purposes of line construction, the term “credit” shall not include duty rig or minimum day credit.
4. Reserve lines will be constructed with at least one (1) three (3) day and two (2) two (2) day periods scheduled off during the month. Three (3) of these days will be indicated as Golden Days.
5. All lines will be constructed with at least one (1) scheduled day off in domicile in any seven (7) consecutive day period.

**C. Bidding Procedures**

1. A bid schedule package shall be made available to Flight Attendants electronically via a system that may be accessed from home computers and Company computer terminals available for Flight Attendant use

pursuant to Section 7, Scheduling by the twelfth (12<sup>th</sup>) of the month for the following month. It shall contain, but not be limited to, all bid lines, trip pairings, with arrival and departure times at all stations, block times, training times (including names and scheduled dates), deadhead times, credit time, time away from base, hotel information, part time list, names and dates of Flight Attendants on vacation during the month, TDY (if applicable), and a bid form. In the event of a major, previously unknown, airline schedule change, after trips are constructed, the bid timeline noted herein may be modified. In such an event, the Company will meet and confer with the Association.

2. Bids will close at 1200 General Office Time on the seventeenth (17<sup>th</sup>) of each month.
3. The initial bid award will be posted via the internet within two (2) working days (exclusive of weekends and holidays) of bid closing and will contain the name and line award number for each Flight Attendant. Lines will be awarded in seniority order. The final bid award will be posted via the internet no later than 1700 General Office Time four (4) working days (exclusive of weekends and holidays) after close of bids.
4. In unusual circumstances beyond the control of the Company or in the case of a necessary re-run of the bids, timelines for bidding and bid awards may be extended. In such circumstances, the Company will meet and confer the Association.
5. A Flight Attendant is required to bid on an approved form and place her/his bid in the prescribed location or submit it online. A Flight Attendant may elect to have another person bid for her/him, provided that the person bidding for the Flight Attendant signs the bid form; however, the Company shall not be responsible for unauthorized bids if the bid form is signed by a Flight Attendant.
6. A Flight Attendant failing to make a sufficient number of bids, failing to meet the deadline, or submitting a bid form that is either unsigned, incomplete or illegible, will be assigned the lowest numerical line after all other Flight Attendants at the domicile have been awarded a line. If more than one (1) person fails to bid, they will be assigned the lowest numerical line based on their seniority.
7. A Flight Attendant must dispute any bid award, in writing (including electronic mail) to her/his Chief Flight Attendant, within forty-eight (48) hours after bid awards are published. The Company will make its best efforts to make appropriate adjustments to correct a documented error on its part. In such event, the affected Flight Attendant will be made whole (e.g. by awarding a trip or day off that should have been awarded to the



Flight Attendant or pay protecting the Flight Attendant). No remedy will be available if the error was committed by the Flight Attendant.

8. a. A Flight Attendant who is active on the twelfth (12<sup>th</sup>) of the month and is projected to be on active status for at least fifteen (15) days in the following month is eligible to bid.
- b. A Regular Lineholder who goes on inactive status after the bids have closed will retain her/his bid line. Trips will be dropped to Open Time only for the known period of unavailability.
9. A Flight Attendant who is not eligible to bid a line will, as soon as possible after becoming available, coordinate her/his return to duty with the Inflight Services Department. A Flight Attendant who would have been a Regular Lineholder shall jointly construct a regular line from Open Time/withheld time with prorated days off in accordance with the chart in Section 9.D.5. If there are insufficient trips available, the Flight Attendant's line may be constructed with available trips and/or reserve days. If the Flight Attendant would have been on reserve status, she/he will be constructed a reserve line with prorated days off in accordance with the chart in Section 9.D.5. A Flight Attendant's preference for days off will be taken into consideration. A Flight Attendant who fails to coordinate her/his return to duty in accordance with this paragraph within twenty-four (24) hours after becoming available may be assigned a line (with trips, reserve days or both) with prorated days off.

**D. Part-Time Flight Attendants**

1. According to seniority, the top fifty percent (50%) of the Part Time Flight Attendants will bid for a line of time in accordance with this Letter of Agreement. These Part Time Flight Attendants will be classified as PTA Flight Attendants. The remaining Part Time Flight Attendants will be classified as PTB Flight Attendants.
2. If the combined total of Part Time Flight Attendants represents an odd number, the number of PTA Flight Attendants will be allowed to exceed the number of PTB Flight Attendants by one (1).
3. PTA Flight Attendants shall drop fifty percent (50%) of the block hours in their awarded schedule (in full trips), or down to thirty-five (35) hours, whichever is greater. The PTA Flight Attendants will notify Crew Scheduling within twenty-four (24) hours after initial bid award as to which trips are to be dropped. If no trips are indicated, or if the number of trips dropped is inadequate; the Crew Scheduling department will designate the trips to be dropped. A PTA Flight Attendant who is unable to hold a line of time will bid for a reserve line.

4. A secondary bid will be held for PTB Flight Attendants. Schedules will be posted for bid by PTB Flight Attendants at the time final bid awards are posted for PTA Flight Attendants. Bids will close at 0800 General Office Time two (2) calendar days later, and will be awarded by 1700 General Office Time the same day. PTB Flight Attendants who fail to submit a proper or adequate bid will be assigned a line by the Company.
5. PTB Flight Attendants schedules will consist of trips dropped by the PTA Flight Attendants. In the event that not enough trips are dropped to be able to create schedules for PTB Flight Attendants, trips from Open Time and reserve days may be assigned to such Flight Attendants as well. PTB lines will be constructed with no more than fifty (50) hours. Reserve days in such lines will be credited with the greater of three and three quarters (3.75) hours or actual hours flown. Otherwise, all Part Time Flight Attendants shall be paid for block hours flown. Guarantee provisions of this agreement do not apply.
6. Subject to rescheduling of reserve days pursuant to Section 8, Reserve, Part Time Flight Attendants will not be drafted if the draft would cause the Flight Attendant to be scheduled for more than sixty (60) credit hours for the bid period (including all pay credits, except duty rig/minimum day credit and any credit for sick, vacation or any other leave/absence, but including jury duty and Bereavement Leave). A Part Time Flight Attendant will be drafted in the same order (inverse seniority) as Full Time Flight Attendants.
7. A Part Time Flight Attendant may participate in up to four (4) schedule adjustments per bid period, subject to Section 7, Scheduling, except that the Company may reject any adjustment request that would result in the Part Time Flight Attendant being scheduled for fewer than thirty-five (35) credit hours (including all pay credits, except duty rig/minimum day credit and any credit for sick, vacation or any other leave/absence, but including jury duty and Bereavement leave). Furthermore, there is no restriction on the number of Open Time pickups for Part Time Flight Attendants. There will be no premium pay or other incentive for Part Time Flight Attendants for picking up Open Time, except for "premium" Open Time pursuant to Section 7.K.12.

**E. Schedule Integration**

1. The schedule integration period shall be the first three (3) days of the month, or the longest trip involved in the integration, whichever period is longer. When necessary to assign days of duty on bid lines that showed days off on the initial bid posting; (a) such days of duty will be assigned in inverse order of seniority, and (b) a Flight Attendant will not be assigned

extra days of duty that would result in more than six (6) consecutive days of duty without one (1) calendar day free from duty in domicile.

2. An overnight on the last day of the month shall be indicated on the bid line, and shall be flown by the Flight Attendant holding that trip on that month's bid award. This provision means that the Flight Attendant will fly the overnight at the end of the month but shall not require that the Company continue a Flight Attendant on the portion of a trip in the month following the current bid month.
3. An overnight trip that carries over from the prior month shall be indicated on the final bid award.

F. During any time that the provisions of this Letter of Agreement are in effect, the following provisions of the CBA, and any other provision that requires the use of the PBS or is contrary to the terms of this Letter of Agreement, shall be considered null-and-void: Section 7.C., except for 7.C.4 and 7.C.5.; Section 7.D.; Section 7.E.; Section 7.F.; Section 7.G.; Section 7.H.; Section 8.A.1.

IN WITNESS WHEREOF, the undersigned parties have signed this Letter of Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

ATLANTIC SOUTHEAST AIRLINES, INC.

\_\_\_\_\_  
Patricia Friend  
International President

\_\_\_\_\_  
Brandee Reynolds  
Director – Labor Relations

\_\_\_\_\_  
Jeannie Babb  
MEC President

\_\_\_\_\_  
Rick Berry  
Manager – Contract Administration &  
Compliance

\_\_\_\_\_  
Keri Pritchett  
MEC Vice President

\_\_\_\_\_  
Lindsay Gardner  
Negotiating Committee Member

**LETTER OF AGREEMENT No. 3**  
**SIGNING BONUS**

Flight Attendants on the Atlantic Southeast Airlines seniority list as of May 20, 2008 will receive a signing bonus check in accordance with the chart below. Flight Attendants must be on active status as of the date the check is issued as stated below in order to receive the check. Normal tax deductions will apply to all bonus checks. Any Flight Attendant who is on the seniority list as of May 20, 2008 who is not on active status at the time checks are issued will not receive the check until she/he returns to active status and remains on active status for six (6) months. A Part Time Flight Attendant as of the effective date of this Agreement will receive half (1/2) the applicable amount noted below.

<u>Length of Service</u>	<u>Amount</u>	<u>Check issued</u>
0- 12 months	\$350	At one (1) year anniversary
2nd year	\$400	W/in thirty (30) days of July 21, 2008
3rd Year	\$550	W/in thirty (30) days of July 21, 2008
4th year	\$1200	W/in thirty (30) days of July 21, 2008
5th year	\$1350	W/in thirty (30) days of July 21, 2008
6th year	\$1450	W/in thirty (30) days of July 21, 2008
7th year	\$1550	W/in thirty (30) days of July 21, 2008
8th year	\$1650	W/in thirty (30) days of July 21, 2008
9th year	\$1750	W/in thirty (30) days of July 21, 2008
10 <sup>th</sup> year	\$1800	W/in thirty (30) days of July 21, 2008
11th year	\$1800	W/in thirty (30) days of July 21, 2008
12th year	\$1800	W/in thirty (30) days of July 21, 2008
13th year	\$1800	W/in thirty (30) days of July 21, 2008
14th year	\$1800	W/in thirty (30) days of July 21, 2008
15th year	\$2000	W/in thirty (30) days of July 21, 2008
16 <sup>th</sup> year	\$2000	W/in thirty (30) days of July 21, 2008

ASA-AFA 2008 CBA

17 <sup>th</sup> year	\$2000	W/in thirty (30) days of July 21, 2008
18 <sup>th</sup> year+	\$3000	W/in thirty (30) days of July 21, 2008

IN WITNESS WHEREOF, the undersigned parties have signed this Letter of Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

ATLANTIC SOUTHEAST AIRLINES, INC.

\_\_\_\_\_  
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Keri Pritchett  
MEC Vice President

\_\_\_\_\_  
Lindsay Gardner  
Negotiating Committee Member

**LETTER OF AGREEMENT NO. 4**  
**Attendance Policy**

1. A Flight Attendant who arrives at the duty in location after the scheduled duty in time but before the originally scheduled departure time shall be considered late. A Flight Attendant who arrives at the duty in location at or after the originally scheduled departure time shall be considered to have committed a Trip Failure.
2. A Flight Attendant who has completed the probationary period but has accrued less than two (2) years seniority who commits a first occurrence Trip Failure within a two (2) year period shall be suspended without pay for one (1) day. A Flight Attendant who has accrued two (2) years or more seniority will receive a warning letter for a first occurrence Trip Failure within a two (2) year period rather than the one (1) day suspension.
3. Flight Attendants must duty-in for training at the scheduled start time, whether at the beginning of the training day or upon returning from a lunch period. Any Flight Attendant who duties in for training up to five (5) minutes after the scheduled start time will be considered late and issued an "occurrence" under ASA's Attendance Policy. Any Flight Attendant who duties in more than five (5) minutes after the scheduled start time will be considered late and issued an "occurrence" under ASA's Attendance Policy, but will also be dismissed from training and be considered to have committed a Training Failure. A Flight Attendant dismissed from training for a late duty-in who misses her/his qualification deadline will be placed on non-pay status until she/he becomes re-qualified. Moreover, any Flight Attendant committing a Training Failure will be disciplined in accordance with ASA's Attendance Policy (as a Missed Flight/Trip/Assignment/Training Failure).

In the event that AFA files a grievance over any disciplinary action issued to a Flight Attendant for returning late to training following a break, AFA will not argue or assert that ASA is unjustly applying different standards of discipline to Flight Attendants returning from breaks versus dutying in for training at the scheduled start time, whether at the beginning of the training day or upon returning from a lunch period. AFA will not, therefore, argue that ASA is treating these Flight Attendants in a disparate manner.

4. Except as set forth above, nothing herein shall diminish the Company's ability to implement or amend its attendance policy.

IN WITNESS WHEREOF, the undersigned parties have signed this Letter of Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

ATLANTIC SOUTHEAST AIRLINES, INC.

\_\_\_\_\_  
Patricia Friend  
International President

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Keri Pritchett  
MEC Vice President

\_\_\_\_\_  
Lindsay Gardner  
Negotiating Committee Member

**LETTER OF AGREEMENT NO. 5**  
**2012 Scale Increase**

Pursuant to the agreement reached during the negotiations for the 2008 collective bargaining agreement, the Company will implement a one percent (1%) increase to the hourly rates set forth in Section 5.A., Compensation, effective [July 21, 2012] (four (4) years after the 2008 date-of-signing).

IN WITNESS WHEREOF, the undersigned parties have signed this Letter of Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

ATLANTIC SOUTHEAST AIRLINES, INC.

\_\_\_\_\_  
Patricia Friend  
International President

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Rick Berry  
Manager – Contract Administration &  
Compliance

\_\_\_\_\_  
Keri Pritchett  
MEC Vice President

\_\_\_\_\_  
Lindsay Gardner  
Negotiating Committee Member



**LETTER OF AGREEMENT No. 6**  
**Jumpseat Agreements**

July 21, 2008

Jeannie Babb  
MEC President

Dear Jeannie:

This letter confirms our agreement reached during the 2008 contract negotiations to the effect that the Company will continue to attempt to maintain Flight Attendant jumpseat agreements currently in effect and will continue to attempt to negotiate additional Flight Attendant jumpseat agreements as practicable.

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Brandee Reynolds  
Director – Labor Relations

---

Jeannie Babb  
MEC President

**LETTER OF AGREEMENT No. 7**  
**PBS Implementation**

1. All PBS algorithm and other program components must be in accordance with the PBS requirements in Section 7, Scheduling, and discussed between the parties. Any future changes to the algorithm or other program components must be in accordance with the PBS requirements in Section 7, Scheduling, and must be mutually discussed prior to implementation. Any changes to Section 7, Scheduling, or any other contractual requirements necessitated by PBS implementation must be mutually agreed upon.
2. PBS Implementation Committee: A joint Company/Association Committee (the "Joint PBS Committee") shall be established immediately upon execution of this Agreement. The Joint PBS Committee shall be composed of four (4) members from the Company and one (1) member from the Association, which shall be a full-time Flight Attendant with the Company. Once the System is purchased by the Company, such Association Member shall be permitted to drop trips pursuant to Section 21.C. to work with the Committee as necessary. The Company shall bear the cost of work performed by the Committee, including flight pay loss for the Association Member of the Committee for her/his work with the Committee. The Association member of the Joint PBS Committee shall have continuing PBS involvement as part of the Scheduling Committee.
3. PBS Implementation: Implementation and development of the PBS shall be overseen by the Joint PBS Committee. The Association member will be provided equal access to verify system settings, constraints and parameters (provided that, if the applicable contract does not permit the Association to acquire its own copy of the software at no cost to the Company, then the Association will be provided access to the Company's copy adequate to enable the Association to verify system settings, constraints and parameters within the vendor's contractual limitations/restrictions). Bidding interface will be accessible to Flight Attendants via the Company's computers as provide for in Section 7, Scheduling, and home computers via the internet. The Company shall bear all expenses related to the initial start up and subsequent "debugging" of PBS necessary for compliance with the PBS requirements of Section 7, Scheduling, including but not limited to, software development and all post-installation software modifications, equipment purchases, the interfacing of current hardware with new PBS computers, the supplying of sufficient terminals for Flight Attendants to bid at each domicile as provided for in Section 7.C.5., and the providing for internet and network bidding capabilities for a web-based program. The Company will not supply Flight Attendants with personal computers or internet access away from work.
4. PBS Training: The Joint PBS Committee shall develop all required PBS procedure manuals and training programs in accordance with Section 7, Scheduling, and oversee Flight Attendant training which will begin at least six

(6) months prior to PBS going “on line.” During the training period, a parallel bidding procedure will be made available to Flight Attendants for familiarization purposes in accordance with Letter of Agreement No. 2: Non-Preferential Bidding. During the training months, in addition to the Association member of the Joint PBS Committee, there will be the Association appointed Trainers in each domicile (no more than four (4) individuals in Atlanta), who shall be Flight Attendants with the Company and shall assist in the training of Flight Attendants in connection with PBS. During the training months, the Company shall bear all costs of training, including flight pay loss for the Association member of the Joint PBS Committee, and the Association domicile Trainers, but no more than four (4) Flight Attendants, in relation to their PBS training work. For the first three (3) months following PBS implementation after Flight Attendant training, the trainers will be available to help Flight Attendants during the PBS bidding period to bid, and to understand their award. Requests for trip drops pursuant to this paragraph shall be in accordance with Section 21.C.

5. The Sections, or portions thereof, of the new agreement involving building of or bidding for Bid Lines or Reserve Lines pursuant to PBS shall not become effective until implementation of PBS.
6. Pairing packages pursuant to Section 7.F.1 will be made available to each Flight Attendant both electronically and in paper for three (3) months following full implementation of the PBS.
7. Initial implementation of PBS for Flight Attendant training will be as soon as reasonably practicable following purchase of the System by the Company and development of the System in accordance with this Letter of Agreement and Section 7, Scheduling. Implementation will not start unless the Company and the Association agree that the PBS is ready for implementation. Such agreement will not be unreasonably withheld.

**\*\* SIGNATURES ON NEXT PAGE \*\***

IN WITNESS WHEREOF, the undersigned parties have signed this Letter of Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

ATLANTIC SOUTHEAST  
AIRLINES, INC.

\_\_\_\_\_  
Patricia Friend  
International President

\_\_\_\_\_  
Brandee Reynolds  
Director – Labor Relations

\_\_\_\_\_  
Jeannie Babb  
MEC President

\_\_\_\_\_  
Rick Berry  
Manager – Contract Administration &  
Compliance

\_\_\_\_\_  
Keri Pritchett  
MEC Vice President

\_\_\_\_\_  
Lindsay Gardner  
Negotiating Committee Member

**LETTER OF AGREEMENT No. 8**  
**Implementation**

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Title II of the Railway Labor Act, as amended, by and between ATLANTIC SOUTHEAST AIRLINES, INC. (hereinafter referred to as the "Company"), and the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter referred to as the "Association").

1. The provisions of the successor Agreement that replace provisions of the 1997 agreement will remain in effect until the implementation of the deferred new provisions. This Agreement will be effective on the date of signing, which shall be the date of ratification (July 21, 2008 = DOR), except as otherwise specifically provided in the Agreement or as specifically outlined below:

**Section 5: Compensation**

Section 5.C Duty Rig and Min Day Credits

The Company will implement changes to Section 5.C so as to be in effect during the first complete bid period following DOR. Underblock (premium) will continue in effect until implementation of Section 5.C.

Section 5.B.1 Monthly Guarantee

The Company will implement changes in Section 5.B.1 so as to be in effect on the first (1<sup>st</sup>) day of the month following DOR.

Section 5.P IOE Instructor Pay

The Company will implement changes in Section 5.P so as to be in effect on the first (1<sup>st</sup>) day of the month following DOR.

**Section 6: Travel Expenses**

Section 6.C Per Diem

The Company will implement changes in Section 6.C so as to be in effect on the first (1<sup>st</sup>) day of the month following DOR.

**Section 7: Scheduling**

Section 7 Scheduling

The Company will implement changes in Section 7, Scheduling, other than Section 7.J so as to be in effect the first complete bid period following DOR.

Section 7.J Electronic Board

The Company will implement changes in Section 7.J so as to be in effect no later than thirty (30) days from the completion of the testing phase.

**Section 8: Reserve**

The Company will implement changes in Section 8, Reserve, other than Section 8.F.5 & 8.D.11 so as to be in effect the first complete bid period following DOR.

Section 8.F.5 Electronic Board

The Company will implement changes in Section 8.F so as to be in effect no later than thirty (30) days from the completion of the testing phase.

Section 8.D.11 Ready Reserve Room

The Company will implement changes in Section 8.D.11 so as to be in effect no later than ninety (90) days from DOR.

**Section 10: Training**

Section 10.A.2.b Awarding/Assigning Recurrent Training

The Company will implement changes in Section 10.A.2.b so as to be in effect no later than ninety (90) days from DOR.

**Section 11: Seniority**

Section 11.B Probation

The Company will implement changes in Section 11.B so as to be in effect with the first new hire class following DOR.

**Section 12: Vacation**

Section 12.A.2 Accrual

The Company will implement changes in Section 12.A.2 so as to be in effect on the first (1<sup>st</sup>) day of the month following DOR.

**Section 13: Sick Leave**

The Company will implement changes to all paragraphs in Section 13 so as to be in effect on the first (1<sup>st</sup>) day of the month following DOR.

**Section 18: Uniforms**

Section 18.E Uniform Replacement

The Company will implement changes to Section 18.E so as to be in effect the first pay period following DOR (The remaining 2008 uniform replacement bank

applied at one hundred percent (100%) and payroll deduction for uniform replacement will cease).

Section 18.1.7 Neckwear piece(s) that “break away”

The Company will implement changes to Section 18.1.7 so as to be in effect October 1, 2008.

**Section 21: Union Activities**

Section 21.I AFA Political Action Committee (“FlightPAC”)

The Company will implement changes to Section 21.I so as to be in effect thirty (30) days following DOR.

**Letter of Agreement No. 1: Commuting Policy**

The Company will implement changes to Letter of Agreement No. 1: Commuting Policy so as to be in effect within thirty (30) days from DOR.

**Letter of Agreement No. 2: Non-Preferential Bidding**

The Company will implement changes to B.1 and C.6 so as to be in effect ninety (90) days from the first bid period following DOR.

2. In order to implement the terms of the Agreement as efficiently, expeditiously and seamlessly as possible, the parties agree to create a six (6) person implementation committee consisting of three (3) members appointed by the Association and three (3) by the Company. The committee will meet as frequently as necessary to oversee all steps of the implementation of the Agreement and will have authority, by mutual agreement, to make necessary adjustments in the implementation dates set forth in this Letter of Agreement.
3. This LETTER OF AGREEMENT will become effective on the date of ratification and will run concurrently with the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

ATLANTIC SOUTHEAST AIRLINES, INC.

\_\_\_\_\_  
Patricia Friend  
International President

\_\_\_\_\_  
Eva Durham  
Vice President – Inflight Services

\_\_\_\_\_  
Jeannie Babb  
MEC President

\_\_\_\_\_  
Brandee Reynolds  
Director – Labor Relations

\_\_\_\_\_  
Keri Pritchett  
MEC Vice President

\_\_\_\_\_  
Rick Berry  
Manager – Contract Administration

\_\_\_\_\_  
Lindsay Gardner  
Negotiating Committee Member



**ATTACHMENT A**  
**Flight Attendant Seniority List as of May 20, 2008**

1	Babb, Jeannie	04/04/83	45	Krall, Robert	10/31/95
2	Prince, Robin	05/09/84	46	Hanks, Marsha	02/06/96
3	Kase, Janet	10/29/84	47	Lewis, Shonda	02/06/96
4	Wallace, James	10/29/84	48	Uzzell, Roeshawn	02/06/96
5	Mangham, Rebecca	11/12/84	49	Norejko, Karen	03/05/96
6	Singletary, Cathy	02/25/85	50	Larson-Kelly, Catherine	03/05/96
7	Pritchett, Keri	02/25/85	51	Kingry, Beverly	04/26/96
8	Pate, Rhonda	09/23/85	52	Cartier, Nicole	04/26/96
9	Mathews, Sharon	12/02/85	53	Harris, Jillian	05/31/96
10	Wood-Nelson, Tanya	02/03/86	54	Ashley, Sharon	06/28/96
11	Cramer, Velvet	08/04/86	55	Delapp-Dozier, Tammarra	06/28/96
12	Murray, Staci	05/11/87	56	Days, Robin	06/28/96
13	Dent, Bobbi	05/11/87	57	Johnson, Darrell	07/18/96
14	Myrick, Constance	09/04/87	58	Crockett, Deborah	07/18/96
15	King, William	08/17/88	59	Voiles, Glenda	08/29/96
16	Nix, Dian	01/23/89	60	Hameed, Shaheed	10/24/96
17	O'rourke, Belle	02/13/89	61	Rohan, Barbara	10/24/96
18	Ledbetter, Dawn	02/13/89	62	Nesby, Retha	11/15/96
19	Taylor, Cynthia	10/16/89	63	Trigg, Phyllis	11/15/96
20	Wilkinson, Tammy	10/16/89	64	Gardner, Susan	11/15/96
21	Berntsen, Lora	06/11/90	65	Beatty, Merita	12/13/96
22	Moss-Bonner, Sharon	01/09/91	66	Goddard, Randi	12/13/96
23	Jensen, Deborah	04/08/91	67	Kelly, Kathleen	01/24/97
24	Blank, Rodney	04/08/91	68	Weathers, Erika	01/24/97
26	Scheller, Angela	02/24/92	69	Barnett, Desiree	01/24/97
27	Cullop, Shirley	04/20/92	70	Sanneman, Lisa	01/24/97
28	Stephens, Mitoshi	04/20/92	71	Smithmier, Melissa	02/14/97
29	McEachern, Jacqueline	05/26/92	72	McLeod, Joel	02/14/97
30	Harrell, Lara	06/29/92	73	Meyer, Mary	02/14/97
31	Middlebrooks, Estona	08/17/92	74	Hanes, Libby	03/14/97
32	Piszek, Kristen	09/14/92	75	Johnson, Bredett	03/14/97
33	Green, Misty	01/12/93	76	Dowd, Molly	03/14/97
34	Catudal, Teresa	03/15/93	77	Zimmer, Rebecca	03/14/97
35	Vandiver, Sherry	03/15/93	78	Sullivan, Maureen	03/27/97
36	Agro, Gina	05/04/93	79	Saliba, Carol	03/27/97
37	Thomas, Carla	08/03/93	80	Graff, Kristi	03/27/97
38	Farmer, Peggy	11/01/93	81	Ayers, Debra	04/11/97
39	Ledbetter, Lori	06/07/94	82	Clarke, Andrea	05/16/97
40	Small, Delsie	04/04/95	83	Solomon, Batia	05/16/97
41	Cartwright-Doughtie, Brandie	05/02/95	84	Hodnett, Jacqueline	05/16/97
42	Knopp, Jacqueline	05/02/95	85	Butler, Angela	05/16/97
43	Ward, Leslie	07/18/95	86	Grinnage, Michelle	05/16/97
44	Hatherley, Elizabeth	10/03/95	87	Bell, Dorothy	05/16/97

## Flight Attendant Seniority List as of May 20, 2008

Seniority Number	Name	Seniority Date	Seniority Number	Name	Seniority Date
88	Plaskett, Leonard	06/12/97	133	Bass, Arjean	12/21/98
89	Glover, Laverne	06/12/97	134	Pruett, Jerry	12/31/98
90	Nash, Travis	06/12/97	135	Kearns, Mary	12/31/98
91	Roberson, Melanie	07/15/97	136	Ragusa, Christina	12/31/98
92	Roylance, Virginia	07/29/97	137	Lay, Ann	02/04/99
93	Criares, Erika	07/29/97	138	Zito, Susan	02/04/99
94	Hoffman, Dana	08/06/97	139	Breaux, Brenda	02/04/99
95	Andrews, Madolyn	08/15/97	140	Kennison, Deanne	02/04/99
96	Wilsford, Mary	08/15/97	141	Kidd, Toby	02/04/99
97	Hawkins, Elizabeth	08/15/97	142	Barrios, Junet	02/04/99
98	Morin, Cheryl	09/02/97	143	Henrickson, Wendy	02/04/99
99	Feaster, Dericka	10/20/97	144	Coler, Amy	02/15/99
100	Coffey, Brandy	11/17/97	145	Watson, Amy	03/11/99
101	Gualdoni, Patricia	12/05/97	146	Pealer, Pamela	03/11/99
102	Jackson, Amelia	12/05/97	147	Edwards, Theresa L.	03/11/99
103	Joyner, Rebecca	02/25/98	148	Byrd, Lachele	03/11/99
104	Phillips, Susan	02/25/98	149	Dunbar, Patient	03/11/99
105	Fletcher, Monica	02/25/98	150	Brown, Harry	04/15/99
106	Marshall, Stefanie	02/25/98	151	Sabb, JoAnn	04/15/99
107	Turpin, Janette	03/25/98	152	Halvorsen, Toni	04/15/99
108	Tennille, Jenni	03/25/98	153	Harris, Cecile	04/15/99
109	Morgan, Lisa	03/25/98	154	Thompson, Jessica	04/15/99
110	Schultz, Jill	04/08/98	155	Allen, Helen	04/15/99
111	Cook, Jackie	04/29/98	156	DeMouy, Pamela	05/20/99
112	Farley, Karen	04/29/98	157	Carlton, Karen	05/20/99
113	Powell, Starla	06/05/98	158	Simon, Barbara	05/20/99
114	Davison, Danielle	06/05/98	159	Milan, Charlene	05/20/99
115	Norman, Scott	07/08/98	160	Martin, Ginger	05/20/99
116	Frith, Andy	07/08/98	161	O'Hanlon, JoAnn	06/15/99
117	Fitzpatrick, Coleen	07/08/98	162	Whitlock, Fay	07/01/99
118	Dawson, Tammy	07/08/98	163	Roberts, Tina	07/01/99
119	Rieger, Karen	08/12/98	164	Willbanks, Erica	07/01/99
120	Walski, Stephanie	08/12/98	165	Wilcox, Magdalena	07/12/99
121	Dusevic, Kristy	08/12/98	166	Cordle, Huey	07/12/99
122	Lippert, Susan	09/17/98	167	McPherson, Phonisia	07/12/99
123	Macanas, Theresa	09/17/98	168	Melton, Sharon	07/27/99
124	Pierson, James	09/28/98	169	Norred, Shelby	07/27/99
125	Crist, Susan	09/28/98	170	Hannon, Lisa	07/27/99
126	Culver, Nikki	09/28/98	171	Anteneh, Nafkot	07/27/99
127	McCormick, Joseph	10/21/98	172	Haynes, Amy	08/06/99
128	Cook, Ashlea	10/21/98	173	Lowry, Sandra	08/31/99
129	Zobel, Katherine	11/25/98	174	Langley, Darlene	08/31/99
130	Havens, Debbie	11/25/98	175	Shooks, Melissa	09/09/99
131	Dutton, John	11/25/98	176	Rhodes, Regina	09/09/99
132	Rhodes, Sherry	11/25/98	177	Hutcherson, Hazele	09/30/99

## Flight Attendant Seniority List as of May 20, 2008

Seniority Number	Name	Seniority Date	Seniority Number	Name	Seniority Date
178	Collier, Patricia	09/30/99	223	Petersen, Ruth	04/07/00
179	Ramos, Janice	09/30/99	224	Kohler, Carolyn	04/07/00
180	Ross, Jennie	09/30/99	225	Diaz, Sonia	04/07/00
181	Kimble, Katrina	09/30/99	226	Sow, Unita	04/07/00
182	Kaczenski, Bridgette	10/07/99	227	Cornwell, Carmen	04/07/00
183	Cole, Curtis	10/07/99	228	Woodle, Mamie	04/20/00
184	Hawkins, Richard	10/07/99	229	White, Thomas	04/20/00
185	Nail, Sima	10/07/99	230	Peoples, Karen	04/20/00
186	King, Angela	10/07/99	231	Meissner, Christine	04/20/00
187	Johnson, Tara	11/22/99	232	Thomas, Corlene	05/11/00
188	Cork, Sylvia	12/01/99	233	Harris, Pat	05/11/00
189	Hobbs, Larry	12/16/99	234	Singleton, Delores	05/11/00
190	Benson, Erica	12/16/99	235	Baker, Janet	05/11/00
191	Azar, Angela	12/21/99	236	Adams, Ezelious	05/11/00
192	Stewart, Jerry	01/27/00	237	Falduti, Sara	05/11/00
193	Coffman, Phyllis	02/03/00	238	Fegan, Amy	05/11/00
194	Ingles, Linda	02/03/00	239	Witherington, Robin	05/11/00
195	Williams, Craig	02/03/00	240	Van Johnson, Deborah	05/19/00
196	Thompson, Pamela	02/03/00	241	Nelson, Ruth	06/16/00
197	Gore, David	02/03/00	242	Majors, Carol	06/16/00
198	Sanchez, Luis	02/03/00	243	West, Pamela	06/16/00
199	Thomas, Jerri	02/03/00	244	Tidwell, Sandra	06/16/00
200	Henton, Cheryl	02/03/00	245	Jackson, Sharon	06/16/00
201	Ellenburg, Yvette	02/03/00	246	Burskey, Shannon	06/16/00
202	Selman, Julie	02/03/00	247	Bailey, Melinda	06/16/00
203	Jackson, Darlene	02/03/00	248	Rogers, Robin	06/16/00
204	Daly, Pamela	02/03/00	249	Hicks, Alexis	06/16/00
205	Jefferies-Woods, Sharon	02/03/00	250	Taylor, Teresita	06/16/00
206	Thompson, Tracey	02/03/00	251	Tomko, Craig	06/16/00
207	Lucas, Catrina	02/03/00	252	Treado, Annie	06/16/00
208	Mathews, Casie	02/03/00	253	Buswell, Vera	07/19/00
209	Jacobson, Melissa	02/03/00	254	Greeson, Ellen	07/19/00
210	Gehrmann, Traci	02/03/00	255	Sharp, Michelle	07/19/00
211	Tussey, Carie	02/03/00	256	Butler, Rhonda	07/19/00
212	Adair, Janyth	02/29/00	257	Hill, Melanie	07/19/00
213	Swilley, Pamela	02/29/00	258	Wright, Kristy	07/19/00
214	Galloway, Diana	02/29/00	259	Holmes, Erica	09/14/00
215	Estrada, Tracy	02/29/00	260	Carr, Suzanne	09/14/00
216	Henley, Stephanie	02/29/00	261	Hudson, Charles	09/14/00
217	Bautista, Tonia	02/29/00	262	Bridges, Christina	09/14/00
218	Green, Amy	02/29/00	263	Veasey, Kenyatta	09/14/00
219	Bautista, Donovan	02/29/00	264	Sherrell, Joyce	10/19/00
220	Stoll, Stephanie	02/29/00	265	Gruber, Stephen	10/19/00
221	Tomko, Christopher	02/29/00	266	Sims, Christine	10/19/00
222	Franklin, Suza	02/29/00	267	Harley, Catherine	10/19/00

## Flight Attendant Seniority List as of May 20, 2008

Seniority Number	Name	Seniority Date	Seniority Number	Name	Seniority Date
268	Spaulding, Louryne	11/22/00	313	Porter, Christina	09/06/01
269	Bey, Saida	11/22/00	314	Kistler, Carol	09/06/01
270	Cormier, Shannon	11/22/00	315	Barlow, Andrea	09/06/01
271	Mang, Debby	11/22/00	316	Mitchell, Sabrina	09/06/01
272	Panayis, Dedee	11/22/00	317	Ferrani, Amel	09/06/01
273	Light, Wyndelyn	11/22/00	318	O'neill, Amanda	09/06/01
274	Fee, Adrienne	11/22/00	319	Joshi, Saroj	10/11/01
275	Vick, Travis	01/31/01	320	Chambers, Christine	10/11/01
276	Dorman, Kyle	01/31/01	321	Nelson, Gloria	10/11/01
277	Haley, Yvette	01/31/01	322	Whitney, Doreen	10/11/01
278	Bagley, Marsha	02/28/01	323	Heard, Kimberly	10/11/01
279	Phillips, Joseph	03/07/01	324	Welton, Terri	10/11/01
280	Jordan, Cynthia	03/07/01	325	LoBianco, Jennifer	10/11/01
281	Hawkins, Karen	03/07/01	326	Dukes, Stacie	10/11/01
282	Furseth, Denise	03/07/01	327	Fagan, Lindsey	10/11/01
283	Davis, Tara	03/07/01	328	Hayes, Peggy	11/15/01
284	Dowell, Anna	03/07/01	329	Posada, Eileen	11/15/01
285	Vincenzo, Roselee	04/10/01	330	Wright, Janet	11/15/01
286	Camp, Onealia	04/10/01	331	Kelley, Tameika	11/15/01
287	Delcampo, Lorene	04/10/01	332	Pell, Jeffrey	11/15/01
288	Simmons, Gayle	04/10/01	333	De Girolamo, Charleen	01/08/02
289	Alvarez, Melanie	04/10/01	334	Jones, Percy	01/08/02
290	Wall, Cynthia	06/13/01	335	Brawner, Angela	01/08/02
291	Hill, Lawrence	06/13/01	336	Gaines, Kent	01/08/02
292	Smith, Rebecca	06/13/01	337	Griffin, Ronald	01/08/02
293	Tuncel, Theresa	06/13/01	338	Hayward, Verna	01/08/02
294	Harper, Tracy	06/13/01	339	Brathwaite, Renee	01/08/02
295	Figueroa, Michael	06/13/01	340	Collier, Carolyn	01/08/02
296	Moon, Marvin	06/13/01	341	Harris, Rebecca	01/08/02
297	Barkman, Angela	06/13/01	342	Johnson, Michael	02/12/02
298	Baker, Michael	06/13/01	343	Conley, Linda	02/12/02
299	Middleton, Leiba	06/13/01	344	Powell, Valerie	02/12/02
300	Allen, Catina	06/13/01	345	Carpenter, Lina	02/12/02
301	Caddy, Kristopher	06/13/01	346	Reck, Traci	02/12/02
302	Fletcher, Regan	06/13/01	347	Slade, Renee	02/12/02
303	Brown, Brandie	06/13/01	348	Smith, Maria	02/12/02
304	Carpenter, Judy	07/25/01	349	Porter, Cindy	03/19/02
305	Dunn, Deborah	07/25/01	350	Hartley, Lynn	03/19/02
306	Smith-Jones, Shenia	07/25/01	351	Sinclair, Connie	03/19/02
307	Kapitanova, Dessislava	07/25/01	352	Strider, Rhonda	03/19/02
308	Cohen, Shannon	07/25/01	353	Puglisi, William	03/19/02
309	Breen, Bridget	07/25/01	354	Crabtree, Virginia	03/19/02
310	Godwin, Terina	07/25/01	355	Davis, Stacey	03/19/02
311	Bowman, Andy	07/25/01	356	Rivera-Valentin, Gilliani	03/19/02
312	Short, Wanda	09/06/01	357	Gallo, Melissa	03/19/02

## Flight Attendant Seniority List as of May 20, 2008

Seniority Number	Name	Seniority Date	Seniority Number	Name	Seniority Date
358	Rankin, Judith	04/23/02	403	Saunders, Memory	10/08/02
359	Newsome, Theresa	04/23/02	404	Mumpower, Christopher	10/08/02
360	Stufflebeam, John	04/23/02	405	Harn, William	10/08/02
361	Lee, Pamela	04/23/02	406	Anyiam, Anissa	10/08/02
362	DeGoursey, Sherrill	04/23/02	407	Edwards-Cuervas, Claudine	10/08/02
363	Emanuel, Lester	04/23/02	408	Updike, Sundy	10/08/02
364	Manasseh, Suzette	04/23/02	409	Funk, Barbara	10/08/02
365	Reyna, Antonio	04/23/02	410	Lopez, Maria	10/08/02
366	Askew, Doriska	04/23/02	411	Schnorr, Kelly	10/08/02
367	Beecher, Anthony	04/23/02	412	Pick, Danielle	10/08/02
368	Kazy, Crystal	04/23/02	413	Glenn, Linda	01/06/03
369	Harper, Gloria	05/28/02	414	Burton, Melodie	01/06/03
370	Walker, Marcia	05/28/02	415	Mabrouk, Anis	01/06/03
371	Bowman, Paula	05/28/02	416	Burnette, Candace	01/06/03
372	Jefferson, Keva	05/28/02	417	Davidson-Persaud, Anishka	01/06/03
373	Hisaw, Courtenay	05/28/02	418	Wilborn, Bonnie	02/17/03
374	Parks, Christi	05/28/02	419	Morris, Deborah	02/17/03
375	Le, Vanessa	05/28/02	420	Stone, Margaret	02/17/03
376	Sluka, Jerry	07/08/02	421	Morisseau, Paula	02/17/03
377	Hunt, Lisa	07/08/02	422	Diehl, Ricky	02/17/03
378	Santarsiero, David	07/08/02	423	Mullins, Christine	02/17/03
379	Bridges, Joyce	07/08/02	424	Douglass, Mary Beth	02/17/03
380	Chew, Eva	07/08/02	425	Coar, Carol	02/17/03
381	Stadt, Donald	07/08/02	426	Liakakis, Angela	02/17/03
382	Lanham, Tony	07/08/02	427	Andrus, Chante'	02/17/03
383	Woods, Melonie	07/08/02	428	Harris, Candace	05/27/03
384	Tate, Christine	07/08/02	429	Murray, Veronica	05/27/03
385	Pachoud, Linda	07/08/02	430	Jackman, Claire	05/27/03
386	Jones, Tamiaka	07/08/02	431	Tidmore, Gloria	05/27/03
387	Gavin, Mary	08/19/02	432	Diklich, Stevan	05/27/03
388	Gaines, Tracy	08/19/02	433	Marchman, Marianna	05/27/03
389	McMeans, Ritha	08/19/02	434	Gardner, Lindsay	05/27/03
390	Tisdale, Christopher	08/19/02	435	Mangrum, Charles	09/16/03
391	McCrary, Robyn	08/19/02	436	Johnson, Kathrine	09/16/03
392	Marble, Charles	08/19/02	437	Kearney, Joanne	09/16/03
393	Hodges, Meredith	08/19/02	438	Yeoman, Elizabeth	09/16/03
394	Carden, Amy	08/19/02	439	Bent-Francis, Alison	09/16/03
395	Sands, Jennifer	08/19/02	440	Sandfer, Mary	09/16/03
396	Beidleman, Brooke	08/19/02	441	Lewis, Erika	09/16/03
397	Gower, Crisann	10/08/02	442	Young, Amber	09/16/03
398	Brown, Kathleen	10/08/02	443	Mabee, Nancy	10/21/03
399	Glantz, Michele	10/08/02	444	McLaughlin, Felton	10/21/03
400	Lane, Delores	10/08/02	445	Bryans, Lianna	10/21/03
401	Speights, David	10/08/02	446	Rivers-Ijames, Rhonda	10/21/03
402	Billman, Barry	10/08/02	447	Wilkins, Lynnette	10/21/03

## Flight Attendant Seniority List as of May 20, 2008

Seniority Number	Name	Seniority Date	Seniority Number	Name	Seniority Date
448	Reichert, Nicole	10/21/03	493	Chaffin, James	08/02/04
449	Barfield, Angelia	10/21/03	494	Adams, Richard	08/02/04
450	Perry-Sherman, Yakeisha	10/21/03	495	Davis, Chandis	08/02/04
451	Booi, Samantha	10/21/03	497	Keeble, Susan	09/07/04
452	Casey, Erin	10/21/03	498	Callan, Maria	09/07/04
453	Pilgrim, Marinell	02/03/04	499	Caldwell, Denise	09/07/04
454	Butler, Kenya	02/03/04	500	Terry Jr., Charles	09/07/04
455	Hathorne, Chad	02/03/04	501	Bell, Wendy	09/07/04
456	Holland, Kathe	03/02/04	502	Grissom, Tijuana	09/07/04
457	Sutter, MaryAnne	03/02/04	503	Gilligan, Janine	09/07/04
458	Henderson, Cynthia	03/02/04	504	Filice, Heather	09/07/04
459	Mitchell, Arthea	03/02/04	505	Whisenant, Patricia	09/27/04
460	Odell, Shela	03/02/04	506	Downing, Danni	09/27/04
461	Carpenter, LaNandra	03/02/04	507	Fendell, Darla	09/27/04
462	Vega, Xavier	03/02/04	508	O'Neil, Katherina	09/27/04
463	Wilson, Jewel	03/02/04	509	Faruzzi, Camille	09/27/04
464	Compton, Teresa	04/06/04	510	Hafner, Taylor	09/27/04
465	Krpan-Kilgore, Mary	04/06/04	511	Evans, Danielle	10/18/04
466	Galloway, Jeffrey	04/06/04	512	Hester, Colleen	11/04/04
467	Samuel, Donna	04/06/04	513	Mattingly, Daniel	11/04/04
468	James, Katherine	04/06/04	514	King, Rebecca	11/04/04
469	Ciervo, Nancy	05/04/04	515	Doslak, Marti	12/01/04
470	Williams, Mark	05/04/04	516	Jackson, John	12/01/04
471	Leonard, Nathenia	05/04/04	517	Davis, Karen	12/01/04
472	Youngblood, Stephanie	05/04/04	518	Simon, Deborah	12/01/04
473	McAllister, Galina	05/04/04	519	Cauley, Jonathan	12/01/04
474	Butler, James	05/04/04	520	Johnson, Sarah	12/01/04
475	Hamilton, Amanda	05/04/04	521	Materne, Mae	01/05/05
476	Gilbert, Regina	05/04/04	522	Price, Joy	01/05/05
477	Dodge, Dwight	06/01/04	523	Witherspoon, Kathryn	01/05/05
478	Crowder-Phillips, Donna	06/01/04	524	Eppes, Linda	01/05/05
479	Clark, Blandin	06/01/04	525	Cushing, Dorian	01/05/05
480	Christie, Ann	06/01/04	526	Lawrence, Venessa	01/05/05
481	Kobel, Linz Sajur De	06/01/04	527	Smith, Melissa	01/05/05
482	Woods, Carolyn	07/06/04	528	Heckman, Valerie	01/05/05
483	Tonner, Julie	07/06/04	529	Beck, Cathy	01/31/05
484	Thompson, Deborah	07/06/04	530	VanGorder, Linda	01/31/05
485	Glenn, April	07/06/04	531	Brogan, Edward	01/31/05
486	Medina, David	07/06/04	532	Barrow, Gina	01/31/05
487	Hicks, Vickie	07/06/04	533	Komar, Kimberly	01/31/05
488	Lowder, McCaine	07/06/04	534	Vagedes, Donna	01/31/05
489	Pollard-Sommerlath, Jeremy	07/06/04	535	Becker, Donna	01/31/05
490	Rodriguez, Andrea	07/06/04	536	Morgan, Cherie	01/31/05
491	Ward, Cynthia	08/02/04	537	Vample, Edward	01/31/05
492	Jonas, Terrlyn	08/02/04	538	Ford, Retiblist	01/31/05

## Flight Attendant Seniority List as of May 20, 2008

Seniority Number	Name	Seniority Date	Seniority Number	Name	Seniority Date
539	Rood, Kattie	02/28/05	584	Scalf, Zachery	08/08/05
540	Miller, Connie	02/28/05	585	Peavy, Hannah	08/08/05
541	Johnson, Jay	02/28/05	586	Ramsey, Diana	08/08/05
542	Keene, Lori	02/28/05	587	Mitchell, Kiley	08/08/05
543	McClung, Stephanie	02/28/05	588	Doss, William	10/03/05
544	Sims-Campbell, Jessica	02/28/05	589	Mir, Vincent	10/03/05
545	Walkup, Michaela	02/28/05	590	Daniel, Valencia	10/03/05
546	Perry, Kristal	02/28/05	591	Reynolds, Melissa	10/03/05
547	Truelove, Julie	02/28/05	592	Fletcher, Moira	10/03/05
548	Harper-Lanier, Fannie	04/04/05	593	Hayman, Jennifer	10/03/05
549	Harrell, Karen	04/04/05	594	Smith, Kristen	10/03/05
550	Thomas, Patricia	04/04/05	595	Degeest, Lynette	10/24/05
551	Lyon, Molly	04/04/05	596	Lubbe, Beverly	10/24/05
552	Schumacher, LeeAnn	04/04/05	597	Green, Susan	10/24/05
553	Judge, Kellyanne	04/04/05	598	Parks, Lisa	10/24/05
554	McCain, Melissa	05/09/05	599	Forrester, Carrie	10/24/05
555	Kasko, Diana	05/09/05	600	Arseneau, Candice	10/24/05
556	Burch, Cassandra	05/09/05	601	Bertoli, Joyce	11/14/05
557	Jordan, Emelda	05/09/05	602	Arts, Theresa	11/14/05
558	Landreneaux, Eddie	05/09/05	603	Auld, Jason	11/14/05
559	Bailey, Erika	05/09/05	604	Dittrich, Jennifer	11/14/05
560	Lopez, Jezreel	05/09/05	605	Bailey, Reamon	11/14/05
561	Hulsey, Phyllis	06/06/05	606	Pringle, Leah	11/14/05
562	Beatty, Kris	06/06/05	607	Cosgrove, Joseph	11/14/05
563	Maddox, Lotanga	06/06/05	608	Gaspard, Jonathan	11/14/05
564	Leonard, Joseph	06/06/05	609	Anderson, Crystal	01/09/06
565	Miranda, Jessica	06/06/05	610	Adhola, Eric	01/09/06
566	Caruk, Jonathan	06/06/05	611	Smith, Lana	03/06/06
567	Pratt, Kanitria	06/06/05	612	Hunter, Charles	03/06/06
568	Hampton, Ottellia	07/06/05	613	Raspberry, Janet	03/06/06
569	Nelson, Charlotte	07/06/05	614	Forte, Elora	03/06/06
570	Davis, Yvonne	07/06/05	615	Miller, Rhonda	03/06/06
571	Taylor, Johanna	07/06/05	616	Krzesinski, Helen	03/06/06
572	Zaccaro, Page	07/06/05	617	Eubanks, Rhonya	03/06/06
573	Fairrow, Dameta	07/06/05	618	Palumbo, Lisa	03/06/06
574	Holby, Grace	07/06/05	619	LaCasse, Jennifer	03/06/06
575	Washington, Nicole	07/06/05	620	Peshell, Analisa	03/06/06
576	Coley, Tiffany	07/06/05	621	Escott, Ashlee	03/06/06
577	Lovett, Joyce	08/08/05	622	Gajewski, Joan	04/03/06
578	Hairston, Aquanetta	08/08/05	623	Marshall, Linda	04/03/06
579	Cobb, Michelle	08/08/05	624	Ruff, Patricia	04/03/06
580	Brown, Fredrick	08/08/05	625	Jones, Lauretia	04/03/06
581	Church, Akisha	08/08/05	626	Conorich, Janell	04/03/06
582	Horton, Ebony	08/08/05	627	Smith-Corlette, Marcie	04/03/06
583	Jordan, James	08/08/05	628	Lane, Tara	04/03/06

## Flight Attendant Seniority List as of May 20, 2008

Seniority Number	Name	Seniority Date	Seniority Number	Name	Seniority Date
629	Donaldson, Lindsay	04/03/06	675	Ransom, Pamela	09/11/06
630	Feeney, MaryShannon	05/01/06	676	Williams, Carmenlita	09/11/06
631	Hill, Mary	05/01/06	677	Young, Susan	09/11/06
632	Morrow, Rebecca	05/01/06	678	Moore, Rebecca	09/11/06
633	Pelletier, Paulette	05/01/06	679	Mitchell, Rhonda	09/11/06
634	Jones, Cindie	05/01/06	680	Holmes, Sean	09/11/06
635	Addie-Lawrence, Marissa	05/01/06	681	Payne, Aika	09/11/06
636	Johnson, Sherri	05/01/06	682	Vazquez, Isaac	09/11/06
637	Kirk, Elizabeth	05/01/06	683	Roberts, Denise	09/11/06
638	Veal, Shana	05/01/06	684	Hill, Alexandra	09/11/06
639	Bruner, Brandy	05/01/06	685	Ledbetter, Tezona	10/02/06
640	Pierce, Phyllis	06/05/06	686	Cunningham, Julian	10/02/06
641	Thomas, Kathy	06/05/06	687	Smith, Tavares	10/02/06
642	McDannald, Dixie	06/05/06	688	Geel, Joy	10/02/06
643	Klein, Lynne	06/05/06	689	Ransom, Marcus	10/02/06
644	Thompson, Daniel	06/05/06	690	Reinbold, Amanda	10/02/06
645	Butts, Kathy	06/05/06	691	Ford, Ashley	10/02/06
646	Bourgeois, Cherie	06/05/06	692	Byrd, Ryan	10/02/06
647	Morris, Christopher	06/05/06	693	Geasley, Mary	10/30/06
648	Small-Stafford, Kirsten	06/05/06	694	Dantzler, Jacqueline	10/30/06
649	Washington, Aretha	06/05/06	695	Jackson-Penn, Dana	10/30/06
650	Sherer, Asia	06/05/06	696	Garrett, Matthew	10/30/06
651	Tyburski, Eric	06/05/06	697	Furlin, Alana	10/30/06
652	Ryan, Robert	06/05/06	698	Brown, Shaunta	10/30/06
653	Toliver, Kenyatta	06/05/06	699	Sylvester, Kahlil	10/30/06
654	Mazikowski, Stacey	06/05/06	700	Barard, Bryce	10/30/06
655	Milbourne, Vanessa	06/05/06	701	Perez, Israel	10/30/06
656	Zorelich, Andrew	06/05/06	702	Palmore, Jessica	10/30/06
657	Hill, Cornisha	06/05/06	703	Villar, Taira	10/30/06
658	Lusco, Cindy	07/10/06	704	Bancs, Kenneth	03/12/07
659	Whetten, Cedric	07/10/06	705	Brooks, Karmyn	03/12/07
660	Waters, James	07/10/06	706	Moorefield, Shannon	03/12/07
661	Belyeu-Davison, Ashanti	07/10/06	707	Martin, Dencil	03/12/07
663	Malveaux, Renate	07/10/06	708	Zaden, Michelle	03/12/07
664	Swanson, Christopher	07/10/06	709	Price, Linda	04/16/07
665	Hughes, Kristal	07/10/06	710	Deen, Anita	04/16/07
666	Campbell, Erin	07/10/06	711	Lee, Faith	04/16/07
667	Cook, Charles	08/07/06	712	Keel, Stacie	04/16/07
668	Cobb, Dallas	08/07/06	713	Ponds, Jonathan	04/16/07
669	Collins, Linda	08/07/06	714	Roberts, Breyone	04/16/07
670	Young, Dawne	08/07/06	715	Ashcroft-Jackson, Lorena	05/07/07
671	Pacheco, Tracy	08/07/06	716	Codd, Gretchen	05/07/07
672	Johnson, Jawone	08/07/06	717	Fee, Michael	05/07/07
673	Ardin, Angela	08/07/06	718	Jenkins, Duane	05/07/07
674	Ward, Kyla	08/07/06	719	Williams, Michelle	05/07/07



## Flight Attendant Seniority List as of May 20, 2008

Seniority Number	Name	Seniority Date	Seniority Number	Name	Seniority Date
720	Jackson, Kisha	05/07/07	765	Jones, Audrea	08/06/07
721	Byrd, Melody	05/07/07	766	Miller, Michael	08/06/07
722	Gilbert, Jason	05/07/07	767	Pope, Kendra	08/06/07
723	Johnston, Sophia	05/07/07	768	Evans, Jamar	08/06/07
724	Thompson, Rebecca	05/07/07	769	Mitchell, Paronta	08/06/07
725	Torres, Maria	05/07/07	770	Schroepfer, Erin	08/06/07
726	Hopkins, Sharon	06/04/07	771	Cobb, Rachel	08/06/07
727	Smith, Karen	06/04/07	772	Goodyear, John	09/10/07
728	Lee, Brenda	06/04/07	773	Clapp, Linda	09/10/07
729	Hillman, Ulysses	06/04/07	774	Mayberry, Vicki	09/10/07
730	Perry, Arthur	06/04/07	775	Murphree, Ellen	09/10/07
731	Brabec, Maryann	06/04/07	776	Smith, Debra	09/10/07
732	Madison, Lisa	06/04/07	777	Morris, Angela	09/10/07
733	Wilson, Jacqueline	06/04/07	778	Bragg, Teresa	09/10/07
734	Patel, Vishal	06/04/07	779	Lowvorn, Tammy	09/10/07
735	Varnadoe, Julie	06/04/07	780	Davis, Pamela	09/10/07
736	Johnson, Lauren	06/04/07	781	Driver, Tracy	09/10/07
737	Couch, Tiffany	06/04/07	782	Thomas, Kimberly	09/10/07
738	White, Julia	06/04/07	783	Moise, Glenda	09/10/07
739	Tatum, Jolene	06/04/07	784	Anzalone, Christine	09/10/07
740	Bernard, Janna	06/04/07	785	Headd, Amber	09/10/07
741	St. John, Tracie	06/04/07	786	Baird, Trudy	10/08/07
742	Vigil, Edward	06/04/07	787	Carpenter, Esther	10/08/07
743	Hall, Mamie	07/09/07	788	Eubanks, Deborah	10/08/07
744	Sutton-Frost, Tanya	07/09/07	789	Williams, Erica	10/08/07
745	Pennington, Deborah	07/09/07	790	Bagsby, Jeffrey	10/08/07
746	Greer, Sandra	07/09/07	791	St. Clair, Ronald	10/08/07
747	Stockham, Yulonda	07/09/07	792	Perry, Caren	10/08/07
748	Harris, Lisa	07/09/07	793	Calmes, Eric	10/08/07
749	Hammett, Sheafra	07/09/07	794	Outz, Ashleigh	10/08/07
750	Kuchta, Benjamin	07/09/07	795	Gabhart, Cherish	10/08/07
751	Simpson, Nelcia	07/09/07	796	Perry, Cherita	10/08/07
752	Vogel, Amber	07/09/07	797	Peters, Katherine	10/08/07
753	Jasper, Kwanza	07/09/07	798	Allen, Ashley	10/08/07
754	Ero, Ivie	07/09/07	799	Amberge, Barbara	10/22/07
755	Ouellette, Jade	07/09/07	800	Robinson King, Constance	10/22/07
756	White, Shanika	07/09/07	801	Washington, Deborah	10/22/07
757	McWilliams, Kayla	07/09/07	802	Marshall, Rosalind	10/22/07
758	Kutemeier, Heather	07/09/07	803	Askew, Janice	10/22/07
759	Wilson, Brenda	08/06/07	804	Garcia, Grisell	10/22/07
760	Brooks, Patricia	08/06/07	805	Ebanks, Antrecia	10/22/07
761	Van Winkle, Rose	08/06/07	806	Doffee, Linda	11/05/07
762	Taylor, Julia	08/06/07	807	Heron, Leon	11/05/07
763	Mayfield, Rhonda	08/06/07	808	Ragland, Marilyn	11/05/07
764	Assaf, Nancy	08/06/07	809	Crews, Debra	11/05/07

## Flight Attendant Seniority List as of May 20, 2008

Seniority Number	Name	Seniority Date	Seniority Number	Name	Seniority Date
810	Johnson, Terrance	11/05/07	855	Marshall, Tyece	01/14/08
811	Quesada, Orlando	11/05/07	856	Turner, Shannon	01/14/08
812	Sprout, Barbara	11/05/07	857	Mellies, Amanda	01/14/08
813	Leshner, Reidonna	11/05/07	858	Harris, Quiana	01/14/08
814	Columbus, Helene	11/05/07	859	Edmonds, Justin	01/14/08
815	Meyers, Tonija	11/05/07	860	Crowell, Hosea	01/14/08
816	Parker, Helen	11/05/07	862	Banko, Katie	01/14/08
817	Simmons, Carmen	11/05/07	863	Borrego, Timothy	01/14/08
818	Gladney, Lutishia	11/05/07	864	Harris, James	01/14/08
819	Grier, Patricia	11/05/07	865	Stone, Brittney	01/14/08
820	Kleinhenz, Lisa	11/05/07	866	Kerr, Judith	02/05/08
821	Perry Jr, Nathaniel	11/05/07	867	Hart, Gina	02/05/08
822	Alsobrook, LaRhonda	11/05/07	868	Hice, Ronda	02/05/08
823	Paratore, Sebastian	11/05/07	869	Hamm, Kia	02/05/08
824	Arnold, Roxie	12/03/07	870	Wood, Nicole	02/05/08
825	Belt, Charlotte	12/03/07	871	Thompson, Reginald	02/05/08
826	Wilde, Allison	12/03/07	872	Young, Riyan	02/05/08
827	Jostad, Lu Ann	12/03/07	873	Allen, Katherine	02/05/08
828	Holub, Stephan	12/03/07	874	Kirkendoll, Jamie	02/05/08
829	Petrie, Laura	12/03/07	875	Taylor, James Dwight	03/03/08
830	Ward, Angel	12/03/07	876	Kane, Micheal	03/03/08
831	Rolle, La Shawn	12/03/07	877	Haralson, Claudia	03/03/08
832	Blount, Tanisia	12/03/07	878	Mullen, Patricia	03/03/08
833	Chapman, Frank	12/03/07	879	Savignano, Julie	03/03/08
834	Everette, Jamie	12/03/07	880	Crum, Liguenda	03/03/08
835	Anderson, Nekia	12/03/07	881	Jackson, Michelle	03/03/08
836	Mosely, Jonathan	12/03/07	882	Shank, Mary	03/03/08
837	Lackey, Leslie	12/03/07	883	Reed, Lori	03/03/08
838	Williams, Chameka	12/03/07	884	Greene, Valshon	03/03/08
839	Morris, Julius	12/03/07	885	Schoonover, Jennifer	03/03/08
840	Davis, Tara	12/03/07	886	Mills, Nathaniel	03/03/08
841	Crofford, Betsy	01/14/08	887	Streater, Camoia	03/03/08
842	Hansen, Julie	01/14/08	888	Vasquez, Francesca	03/03/08
843	Shockley, Michelle	01/14/08	889	Wheeler, Domonike	03/03/08
844	Scott, Betty	01/14/08	890	Beck, Bonnie	03/17/08
845	Johnson, Daryl	01/14/08	891	Doering, Otto	03/17/08
846	Thompson, Sandra	01/14/08	892	Potter, Debra	03/17/08
847	Johnson, Deborah	01/14/08	893	Kenyada, Patricia	03/17/08
848	Lawhead, Suzanne	01/14/08	894	Ledson, Sharon	03/17/08
849	Ragle, Heather	01/14/08	895	Price, JoAnn	03/17/08
850	Alghaithi, Jovita	01/14/08	896	Ambrose, Tammy	03/17/08
851	Donaldson, Vera	01/14/08	897	Knott, Harvetta	03/17/08
852	Osuagwu, Demetra	01/14/08	898	Hodges, Alicia	03/17/08
853	Phillips, Michelle	01/14/08	899	Miller, James	03/17/08
854	Barton, Kevin	01/14/08	900	Hill, Ernest	03/17/08

## Flight Attendant Seniority List as of May 20, 2008

Seniority Number	Name	Seniority Date	Seniority Number	Name	Seniority Date
901	Judd, Sean	03/17/08	946	Bush, Chieva	04/14/08
902	Taylor, Tanya	03/17/08	947	Jones, Shannetta	04/14/08
903	Lusane, Bezilla	03/17/08	948	Barden, Rebecca	04/14/08
904	Leonard, Yolanda	03/17/08	949	Walczak, Brian	04/14/08
905	Smith, Masako	03/17/08	950	Watkins, Dekeisa	04/14/08
906	Bolden, Quran	03/17/08	951	Clarkson, April	04/14/08
907	Jennings, Salina	03/17/08	952	Arnette, David	04/14/08
908	Huggins-Smith, Sandy	03/17/08	953	Wainwright, Brent	04/14/08
909	Ortiz, Gabriela	03/17/08	954	Hartwell, Faith	04/14/08
910	Charles, Stacy	03/17/08	955	Harris, Ashley	04/14/08
911	Reeves, Vernika	03/17/08	956	Young, Shannan	04/14/08
912	Bucher, Madeline	03/17/08	957	Gilford, Shalanda	04/14/08
913	Monjeau, Mary	03/31/08	958	Lindsey, Denerick	04/14/08
914	Pitts, Kimberly	03/31/08	959	Turner, Melissa	04/14/08
915	Riley, Christine	03/31/08	960	Momeni, Jacqueline	04/14/08
916	Hart, Christine	03/31/08	961	Campbell, Angela	04/28/08
917	Conte, Richelle	03/31/08	962	Llamas, Kathy	04/28/08
918	Slice, Delyn	03/31/08	963	Hughes, R'chelle	04/28/08
919	D'Alessio, Sherri	03/31/08	964	Hebert, Debbie	04/28/08
920	Carter, Iris	03/31/08	965	Treutel, Debraanne	04/28/08
921	Triggs, Laurice	03/31/08	966	Golden, Helen	04/28/08
922	Davenport, Ren	03/31/08	967	Smith, Benita	04/28/08
923	Davis, Yolanda	03/31/08	968	McKissick, Sharmon	04/28/08
924	Johnson, Deborah	03/31/08	969	Green, Bonita	04/28/08
925	Hassan, Tatia	03/31/08	970	Harvey-Clark, Allison	04/28/08
926	Patterson, Kyla	03/31/08	971	Fallon, Kathryn	04/28/08
927	Ferrier Green, Karlene	03/31/08	972	Heitman, Gavin	04/28/08
928	Davis, Emily	03/31/08	973	Segraves, Lindsay	04/28/08
929	Jackson, Porche	03/31/08	974	Hall, Tequila	04/28/08
930	Freeman, Stefanie	03/31/08	975	Gibson, Tristin	04/28/08
931	Sanchez, Keri	03/31/08	976	Engram, Sheena	04/28/08
932	Davis, Nicole	03/31/08	977	Homby, Antione	04/28/08
933	Sparks, Shaneatha	03/31/08	979	Cox, Pateria	05/10/08
934	Frazier, Katee	03/31/08	980	Fry, Florence	05/12/08
935	Grisby, Nellie	04/14/08	981	Williams, Romel	05/12/08
936	Branch, Sarah	04/14/08	982	Schumacher, William	05/12/08
937	White, Donald	04/14/08	983	Maxton, Merry	05/12/08
938	Johnson, Karlene	04/14/08	984	Osborne, Jayne	05/12/08
939	Hanifin, Debra	04/14/08	985	Morton, Victoria	05/12/08
940	Hansen, Leah	04/14/08	986	Prather, Nicole	05/12/08
941	Stagner, Yara	04/14/08	987	Kwist, Dana	05/12/08
942	Stuman, Silvia	04/14/08	988	Campbell, Traci	05/12/08
943	Staber, Aimee	04/14/08	989	McAuliffe-Brown, Erin	05/12/08
944	Peairs, Patricia	04/14/08	990	Steverson, Summer	05/12/08
945	Sykes, Theresa	04/14/08	991	Greene, Karmicco	05/12/08

## Flight Attendant Seniority List as of May 20, 2008

<u>Seniority Number</u>	<u>Name</u>	<u>Seniority Date</u>	<u>Seniority Number</u>	<u>Name</u>	<u>Seniority Date</u>
992	South, Sansean	05/12/08	1000	Dauer, Jeanette	05/12/08
993	Harrison, Cindi	05/12/08	1002	Spicer, Sara	05/12/08
994	St.Onge, Julia	05/12/08	1003	Ackerman, Molly	05/12/08
996	West, Sharon	05/12/08	1004	Keith, Michelle	05/12/08
997	Chatman, Trenesa	05/12/08			
998	Montero, Omar	05/12/08			

**LETTER OF AGREEMENT No. 9**  
**Swaps/Exchanges with Open Time**

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Title II of the Railway Labor Act, as amended, by and between ATLANTIC SOUTHEAST AIRLINES, INC. (hereinafter referred to as the "Company"), and the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter referred to as the "Association") collectively the "parties".

WHEREAS the parties have reached an agreement to modify the language in Section 7.K.6.

THEREFORE be it resolved that Section 7.K.6 of the May 20, 2008 tentative agreement will be modified with the following:

A Regular Lineholder may swap a trip in her/his line with a trip from Open Time. Such request will be approved on a first come, first served basis if it is legal pursuant to this Agreement and the FARs. ~~and the requested trip covers the same day(s) or the same day(s) with additional day(s) on either end of the trip. (For example, a Flight Attendant with a trip on the 6<sup>th</sup> and 7<sup>th</sup> may swap that trip with an Open Time trip covering the 6<sup>th</sup> and 7<sup>th</sup>, the 5<sup>th</sup> through the 7<sup>th</sup>, or the 6<sup>th</sup> through the 8<sup>th</sup>).~~ In the event there are calendar days in the dropped trip(s) that do not overlap the same calendar days in the picked-up trip(s), reserve coverage will be verified prior to approval. This will occur even if the dropped trip is shorter than the trip being picked up. This is consistent with current practice.

This LETTER OF AGREEMENT will become effective on the date of ratification and will run concurrently with the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

ATLANTIC SOUTHEAST AIRLINES, INC.

\_\_\_\_\_  
Patricia Friend  
International President

\_\_\_\_\_  
Brandee Reynolds  
Director – Labor Relations

\_\_\_\_\_  
Jeannie Babb  
MEC President

\_\_\_\_\_  
Rick Berry  
Manager – Contract Administration &  
Compliance

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Keri Pritchett  
MEC Vice President

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Lindsay Gardner  
Negotiating Committee Member



**LETTER OF AGREEMENT No. 10**  
**Union Activities**

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Title II of the Railway Labor Act, as amended, by and between ATLANTIC SOUTHEAST AIRLINES, INC. (hereinafter referred to as the "Company"), and the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter referred to as the "Association").

WHEREAS the parties have reached an agreement to modify the language in Sections 21.C.1 and 2

THEREFORE be it resolved that Sections 21.C.1 and 2 of the ASA-AFA Flight Attendant Agreement will be modified with the following:

- C.1. Subject to staffing and operational requirements, the Company will release Flight Attendants for the purpose of conducting official business. Requests for release must be submitted, in writing, to the Company as far in advance as possible, but no less than four (4) days prior to the requested day(s) off. The Company may waive the four-day requirement on a case-by-case basis. Trips dropped as a result of Union business may be placed into open time or may be assigned to reserve Flight Attendants.
  
- C.2. Flight Attendants on Union business pursuant to paragraph 20.C.1., above, will be paid and credited the greater of trips missed, pro rata reserve guarantee per scheduled day of flying or the minimum monthly guarantee. A Flight Attendant being paid the minimum monthly guarantee pursuant to this paragraph will receive pay and credit for trip(s) flown or reserve days fulfilled and the Union shall only be invoiced for the difference between the credit earned and the minimum monthly guarantee. The Union shall thereafter reimburse the Company for such flight pay and fringe benefit costs at the Flight Attendant's hourly rate of pay plus twenty-five percent (25%). The Company shall make every effort to invoice on a monthly basis.

**Example:**

A Lineholder has 40 block hours on her final schedule. She is released from flight duty for 25 of those hours pursuant to C.1., above. Assuming there are no other adjustments to her schedule, she is paid the minimum monthly guarantee (75 hours). The Union would be invoiced for 60 hours.



This LETTER OF AGREEMENT will become effective on the date of ratification and will run concurrently with the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

ATLANTIC SOUTHEAST AIRLINES, INC.

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Patricia Friend  
International President

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Brandee Reynolds  
Director – Labor Relations

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Jeannie Babb  
MEC President

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Rick Berry  
Manager – Contract Administration &  
Compliance

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Keri Pritchett  
MEC Vice President

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Lindsay Gardner  
Negotiating Committee Member