

## ARTICLE 1

### RECOGNITION AND SCOPE

A. Pursuant to the certification by the National Mediation Board in Case No. R-6225 dated January 3, 1994, Chautauqua Airlines (the Company) recognizes the International Brotherhood of Teamsters, Airline Division (the Union/IBT), as the duly designated and authorized representative of the Flight Attendants in the employ of the Company for the purposes of the Railway Labor Act, as amended.

B. The purpose of this Agreement, in the mutual interest of the Company, the Union, and the Flight Attendants, is to provide for the operation of the Company under methods which will further to the fullest extent possible the safety of air transportation, the efficiency of operation, and the continuation of employment of Flight Attendants under conditions of reasonable working conditions and proper compensation, and the profitability of the Company. It is recognized to be the duty of the Company, the Union, and the Flight Attendants to cooperate fully for the attainment of these purposes.

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

D. Whenever the words "Flight Attendant" are used in this Agreement, they designate and refer only to Flight Attendant(s) covered by this Agreement. It is further recognized that whenever in this Agreement Flight Attendant(s) are referred to in either the masculine or feminine gender, it shall be understood to mean both male and female Flight Attendants.

E. In accordance with applicable law, there shall be no discrimination by either party against any Flight Attendant because of age, race, sex, color, religion, union activity, national origin, sexual orientation, handicap or disability that would not prevent them from safely performing the duties of a Flight Attendant.

F. Scope

This Agreement covers the Company, any subsidiary of the Company, the Company's parent, any subsidiary of the Company's parent and any future airline certificate(s) created as a subsidiary of the Company or subsidiary of the Company's parent.

1. Except as otherwise provided in this Agreement, all present and future cabin passenger service (including that international cabin service which originates or terminates within the United States or its possessions) including all charters or other utilization of aircraft by or for the Company, the Company's parent or any subsidiary of the Company or

subsidiary of the Company's parent shall be performed by Flight Attendants on the Flight Attendants' System Seniority List in accordance with the terms and conditions of this Agreement or any other applicable agreement between the Company, the Company's parent or any subsidiary of the Company's parent and the International Brotherhood of Teamsters, Airline Division.

2. The Company, Subsidiary of the Company, the Company's Parent or Subsidiary of the Parent shall not establish any new airline (alter ego or otherwise) or acquire a controlling interest in any carrier whether directly or through the Parent or another Subsidiary of the Parent, and maintain it as a separate carrier to avoid the terms and conditions of this Agreement. A "Controlling Interest" or "Control" means the ownership of an equity interest representing more than fifty percent (50%) of the outstanding capital stock of an entity or voting securities representing more than fifty percent (50%) of the total voting power of outstanding securities then entitled to vote generally in the election of such entity's board of directors or other governing body.
3. The Company will not transfer aircraft, routes or operating authority to its Parent, a Subsidiary of the Parent, or to a Subsidiary of the Company for the purpose of evading the terms of this Agreement. The Company will also not establish a third party leasing device to evade the terms of this agreement.

#### G. Wet Lease/Dry Lease

The Company will not enter into any wet lease agreement, or contract with or for any other carrier or entities (government, military or commercial) without mutual agreement with the Union. Code share agreements with other air carriers do not constitute contracts subject to this provision.

1. No Flight Attendant within the bargaining unit will be reduced in status or lose any income or employee benefits while discussions are taking place or during the period of the wet lease.
2. The Union will not disagree to a wet lease solely due to the grounding of Company aircraft due to a force majeure event, i.e., governmental action or an act of nature, so long as the Company acts with due diligence to remedy the event.
3. The Company will give the Union at least thirty (30) days' notice prior to the effective date of the dry lease of Company aircraft to another air carrier or entity pursuant to Section G. At the request of the union, it may review the actual dry lease documents, subject to appropriate confidentiality agreements.

#### H. Foreign Bases

The Company shall not establish a Flight Attendant Base outside of the 48 Contiguous United States and the District of Columbia without providing advance, written notice to and bargaining with the Union at least sixty (60) days prior to any bid establishing such

Base. Unless and until the Company and the Union reach agreement on different terms and conditions for the foreign base operation, Flight Attendants assigned to such Base shall be covered by all terms of this Agreement. In the event that the parties cannot reach agreement on the terms and conditions of the foreign base operation by the end of the 60 day period referenced above, the dispute shall be handled in accordance with the procedures set forth in Paragraph M, below of this Agreement. In any proceeding related to the enforcement of the obligations of this paragraph, the Company will not raise non-applicability of the Railway Labor Act as a defense. Disputes concerning Flight Attendants based at foreign Bases shall be heard by the System Board of Adjustment, as set forth in this Agreement, and the decision of the System Board in such cases shall be enforceable in any court of competent jurisdiction in the United States to the same extent and in the same manner as other cases arising out of interpretation and application of this Agreement.

I. Furlough Protection

1. No Flight Attendant on the Chautauqua Flight Attendant Seniority List as of the date of signing of this Agreement shall be furloughed, except as may be otherwise provided in Article 1.K.2., below.
2. The Company shall be excused from compliance with the provisions of Article 1.I.1., above to the extent that a circumstance over which the Company does not have control is the cause of such noncompliance. The term “circumstance over which the Company does not have control” means an act of nature; a work stoppage by a union-represented employee group at the Company or at an air carrier whose designator code the Company utilizes in holding out its services to the public; grounding of a substantial number of the Company’s aircraft by a government agency or by voluntary action of the Company for safety reasons in lieu thereof; reduction in flying operations because of suppliers being unable to provide sufficient critical materials for the Company’s operations, revocation of the Company’s operating certificate(s), war, terrorism or national emergency, the Company being unable to retain or obtain sufficient aircraft to utilize all Flight Attendants protected from furlough or as a result of adverse economic, market or business conditions that may directly impact the Company’s operations.

J. Nothing in this Agreement shall prevent the Company from acquiring, establishing or merging with another air carrier, in accordance with the procedures and safeguards prescribed by this article, provided that the Company will not acquire or establish another air carrier (alter-ego or otherwise) to replace flying performed by the Company or to avoid the terms and conditions of this Agreement.

K. Successors

1. This Agreement shall be binding upon any successor including, but not limited to, any merged company or companies, purchaser, assign, assignee, transferee, administrator, receiver, executor and/or trustee (hereinafter “successor”), of the Company which

acquires ownership and/or control of all or substantially all of the equity securities and/or assets of the Company (a "Successor Transaction"). For the purpose of this paragraph, a successor or assign shall be defined as an entity which acquires all or substantially all of the assets or equity of the Company through a single transaction or a multi-step related transaction which closes within a twelve (12) month period. The Company agrees to give written notice of the terms of this Agreement to a proposed successor before concluding any Successor Transaction.

2. In the event of a Successor Transaction, as defined in paragraph K.1., above, the following provisions shall apply regardless of whether one or more than one carrier survives the transaction or whether formerly separate operations are to be integrated:
  - a. Unless and until any operational merger is finally effectuated, the Company and/or the successor shall continue to recognize the Union as the representative of the pre-transaction Company Flight Attendants, so long as such recognition is consistent with the Railway Labor Act and any applicable rulings or orders of the National Mediation Board.
  - b. Subject to applicable securities and other laws and regulations, the Company shall review with the Union the details of any material agreements relating to a Successor Transaction in a timely manner, provided that no financial or other confidential business information need be disclosed unless suitable arrangements are made for protecting the confidentiality and use of such information.
  - c. The Company, or the successor if different from the Company, shall continue to employ the Flight Attendants on the Chautauqua Flight Attendant System Seniority List, including any such Flight Attendants on leave or furlough status at the time of the Successor Transaction, subject to the terms of this Agreement.
  - d. Where formerly separate operations eventually are to be integrated, the Flight Attendant groups shall be kept separate until their seniority lists are integrated in accordance with the requirements of this Section. During such time of separate operations, neither aircraft nor Flight Attendants shall be interchanged without the Union's written consent.
  - e. So long as the Flight Attendant groups remain separate, the rates of pay, rules and working conditions set forth in this Agreement shall be observed with respect to the Flight Attendants whose names appear on the Chautauqua Flight Attendant System Seniority List.

L. Labor Protective Provisions

The Company shall not enter into any agreement to a Successor Transaction unless the other party to the transaction agrees in writing, as a condition of the transaction, to (1) provide Labor Protective Provisions for Chautauqua Airlines Flight Attendants no less favorable than the Labor Protective Provisions specified by the CAB in Sections 3 and 13

of Allegheny-Mohawk relating to fair and equitable seniority integration; (2) assume the terms of this paragraph L. and paragraphs K. above and M. below. This paragraph L. shall remain in full force and effect concurrently with this Flight Attendant Agreement and ensuing Flight Attendant Agreements.

M. Any grievance arising under this Article 1 shall be arbitrated on an expedited basis directly before the System Board of Adjustment pursuant to Article 19 of the Agreement and the following provisions. If a mutually agreed upon arbitrator cannot be selected within three (3) days of the submission to the System Board, an arbitrator will be selected pursuant to Article 19 of this Agreement, with selection to be completed within three (3) days of receipt of a list of proposed arbitrators. The dispute shall be heard no later than sixty (60) days following the submission to the System Board (subject to the availability of the arbitrator), and shall be decided no later than thirty (30) days following conclusion of the hearing. The time limits set forth in this paragraph may be extended only by written Agreement of the Company and the Union.

## ARTICLE 2

### DEFINITIONS

“Add” -- means to pick up open time as provided in Article 6 to increase the Flight Attendant’s scheduled line.

“Agreement” -- means this Collective Bargaining Agreement between the Company and the Union when the word is capitalized.

“Active Status” -- means on the Company payroll and subject to work assignment, or on paid time off. A Flight Attendant on leave of absence or furlough is not on active status.

”Airport Standby” -- means a period of time when a Flight Attendant is required to be on reserve at her base airport or in another base airport.

“Base” -- means a geographical location where Flight Attendants are stationed from which a Flight Attendant’s duty assignments are calculated to begin and end. The terms “base” and “domicile” shall be synonymous for purposes of this Agreement.

“Bid” -- means the Standing Bid, Monthly Bid, Vacation Bid, or other Bid where Flight Attendants may submit their preferences as set forth in this Agreement.

“Bid Award” -- means an awarding of an assignment based on seniority, or as otherwise provided in the Agreement.

“Block - to - block” – The period of time beginning when an aircraft moves under its own power for the purpose of flight and ending when the aircraft comes to rest at the next point of landing or returns to the gate.

“Calendar Day” -- means midnight to midnight local base time.

“CDO” – (Continuous Duty Overnight) -- means a single duty period that crosses over midnight and has certain rights and restrictions which are contained in Articles 6 and 24 (Scheduling/Hours of Service).

“Charter” -- means an off-line or on-line revenue passenger flight that is not a regularly scheduled flight. Extra sections are not considered charter flights.

“Company” – Company means Chautauqua Airlines, Republic Airline and Shuttle America Airlines.

“Composite Line” -- means a monthly Schedule constructed by utilizing pairings not assigned to

regular lines in accordance with the work rules of this Agreement that may consist of days off, reserve days, and all known activity (e.g.; training and vacation, etc)

“Credit Hour” -- means the hourly unit by which Flight Attendants will be compensated as set forth in this Agreement.

“Crewmember” -- means a member of the Flight Crew, which include Pilots (Captain and First Officer) and Flight Attendant.

“Date of Hire” -- means the date on which a Flight Attendant first reports for Flight Attendant training by the Company.

“Day”-- means a calendar day.

“Day Off” -- means a day free from all duty required by the Company at base.

“Deadhead”-- means a Crewmember(s) flying or taking surface transportation to or from a flight or operational assignment at the Company's direction.

“Domestic” -- means the forty-eight (48) contiguous states and the District of Columbia.

“Domicile” -- (see “Base”).

“Drops” -- means the removal of flight(s) from a Flight Attendant’s line and placing it into open time, with the approval of scheduling/planning.

“Dry Lease” -- means an agreement with another carrier in which the Company provides aircraft to the other carrier.

“Duty Time, Duty Period” -- The elapsed time from the time a Flight Attendant is required to report for duty or the actual reporting time, whichever is later, until the time the Flight Attendant is released from duty.

“Entity” -- means a natural person, corporation, association, partnership, trust or any other form for conducting business.

“Flight Attendant” -- means an employee of the Company whose name appears on the Flight Attendant seniority list and whose duties, as a crewmember, include ensuring the safety of passengers, and the performance of Inflight service duties as assigned by the Company.

“Flight Attendants’ System Seniority List” -- means a list of Flight Attendants in the employ of the Company listed in order of seniority.

“Flight Time” means block-to-block time.

“Immediate Family Member” -- means the employee, spouse, dependent children (including legally adopted) under age 21, and parents of the employee.

“International” -- means any point or area outside the forty-eight (48) contiguous United States and the District of Columbia.

“Inflight Support Specialist (ISS)” -- means a Flight Attendant selected and retained at the discretion of the Company, in accordance with Article 8. A check Flight Attendant will perform duties which include support rides, IOE, and other Inflight training.

“Line Value” -- means the time value of a Flight Attendant’s final bid award consisting of scheduled block time or actual flight time, whichever is greater, inclusive of the value of any assignments to training, to include paid sick/vacation leave, that may be adjusted for trip trades or drops.

“Longevity” -- means the period of time a Flight Attendant has actively served as a Flight Attendant with the Company. Longevity commences on the Flight Attendant’s first day of Flight Attendant training.

“Month” -- means the period starting 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 and March 1 to the month of February. Leap year results in February being a 31-day month.

“Monthly Guarantee” -- means the minimum Flight Attendant pay hours in a contractual month pay period as set forth in this Agreement.

“Monthly Bid Award” -- means a bidline awarded in accordance with the terms of this Agreement, consisting of known trip pairings, training days, reserve days and/or days off.

“Operational Necessity” -- means actions taken by the Company after careful planning and analysis, and not arbitrarily or capriciously. Examples of such reasons shall include, but are not limited to, the following: 1. To avoid a potential flight delay, 2. To avoid a potential flight cancellation, and 3. To fulfill FAA/regulatory requirements.

“Pairing” -- see Trip Pairing.

“Per Diem” -- means the hourly expense allowance a Flight Attendant receives for incidental expenses, e.g., meals, tips, etc., in accordance with this Agreement.

“Preferential Bid System (PBS)” -- means a system that constructs monthly schedules for Flight Attendants based on an individual’s preferences and seniority.

“Probationary Period” -- means a Flight Attendant’s first nine (9) months of active service (exclusive of furlough or leave of absence) with the Company from the Flight Attendant’s date of hire.

“Rescheduled” -- means a change to the Flight Attendant’s original scheduled



assignment.

“Regular Bid Line” -- means a schedule built in accordance with work rules of this Agreement which consists of trip pairings, training, vacation, days off, etc. and will not include any reserve time.

“Release Time”-- means the time when a Flight Attendant is released from Company duty.

“Report Time” -- means the time a Flight Attendant is scheduled to report for duty or the time she actually reports, whichever is later.

“Reserve Line” means a schedule built in accordance with work rules of this Agreement that includes days of availability for duty, days off, and vacation.

Reserve Long Call (RLC) – Reserve Availability Period from 0430 to 1930 Local Base Time with report to duty no later than 12 hours after the initial call to contact number from Crew Scheduling.

Reserve Short Call (RSC) – Reserve Availability Period designated by the Company. Report to duty subject to a 2 hour call out unless shorter or longer time has been mutually agreed upon by the Company and the Union.

“Rest Period” -- means a period of time, free from all duty as provided in Article 24.

“Scheduled Block Time” -- means the scheduled time contained in a pairing that delineates Block out and Block in times of flight segments.

Self-Notification – Process whereby a Flight Attendant accepts a change to their schedule via electronic means.

“Seniority” -- means the length of service as a Flight Attendant with the Company.

“Subsidiary” -- means any entity that is controlled by the Company or the Parent as defined above, herein.

“Seniority Date” -- means the date the Flight Attendant first entered initial training incident to employment as a Flight Attendant for the Company.

“Standing Bid”-- means the method by which a Flight Attendant expresses a preference for vacancies or future vacancies.

“Standing Monthly Bid” -- means the method by which a Flight Attendant expresses a preference for a monthly schedule in lieu of engaging in the bid process for that month.

“Tidying” --includes but is not limited to the straightening of seatbelts and seatbacks, stowing of pillows / blankets, and removal of trash (excluding bodily fluids), but does not include mopping

or vacuuming of floors, cleaning of lavs, wiping down work surfaces and tray tables or other heavy cleaning.

“Trip” -- see Trip Pairings.

“Trip Pairing / Trip / Pairing” -- means a flight or series of flights that are paired together and beginning at the Flight Attendant’s base and ending at the Flight Attendant’s base. Trip pairings may include deadhead.

“Vacancy” means a position(s) in a particular base in excess of the number of Flight Attendants already in that base.

“Vacation Bank” -- means the balance of a Flight Attendant’s accrued vacation.

“Vacation Day” -- means a calendar day scheduled in accordance with Article 28, free of all duty.

“Wet Lease” -- means an agreement with another air carrier in which the Company provides an aircraft and crew to the other air carrier.

ARTICLE 3

COMPENSATION

A. Pay Scale

1. Flight Attendants will be paid for flight time based on status and longevity in accordance with the hourly rates below. In computing hours for pay purposes, the actual time flown or the scheduled block time, whichever is greater, will be used.

YOS	DOS	DOS+1	DOS +2	DOS +3	DOS +4
0-6 mos	17.49	17.66	17.84	18.02	18.20
7-12 mos	18.58	18.77	18.95	19.14	19.33
2	20.49	20.69	20.90	21.11	21.32
3	21.95	22.17	22.40	22.62	22.85
4	23.30	23.53	23.76	24.00	24.24
5	24.66	24.90	25.15	25.41	25.66
6	25.98	26.24	26.50	26.77	27.03
7	27.34	27.62	27.89	28.17	28.45
8	27.75	28.02	28.30	28.59	28.87
9	28.56	28.84	29.13	29.42	29.72
10	29.39	29.68	29.98	30.28	30.58
11	30.41	30.71	31.02	31.33	31.64
12	31.49	31.81	32.12	32.45	32.77
13	31.97	32.29	32.61	32.94	33.27
14	32.42	32.74	33.07	33.40	33.73
15	34.39	34.74	35.08	35.43	35.79

2. A Flight Attendant who reaches the top of the scale set out above will receive an additional \$.50 per hour on each longevity anniversary date thereafter, up to a maximum of \$2.50 over the scale
3. New hire Flight Attendants will be paid at the applicable minimum wage rate for all hours worked in a work week for the duration of new hire training. During IOE they will receive flight pay at the applicable rate.

B. Monthly Guarantee

1. A Flight Attendant who is available for duty for the full month will be guaranteed a minimum of seventy-five (75) hours of flight pay per month thereafter, except as otherwise provided in this Agreement.

2. A Flight Attendant who is unavailable for part of a month will have her guarantee prorated (except for paid vacation or paid sick leave).
3. New-hire Flight Attendants will be entitled to the monthly guarantee as provided in 1. and 2. above, upon completion of IOE.

C. Cancellation pay

1. Line Guarantee

This paragraph C.1 will become effective upon the date of signing of this agreement and shall continue in effect until signing plus four years, at which time it will be replaced by paragraph C.3. below. A Flight Attendant line holder who has been available for duty during the entire month will receive the greater of one hundred percent (100%) of her final bid award line value, adjusted for trip trades, adds or drops, or her actual flight time. A Flight Attendant who is not available for any portion of her scheduled duty will have her line guarantee adjusted only by the credit hours for which she is not available. For purposes of this section “available” means that the flight attendant is not on leave of absence or otherwise absent from a day(s) of scheduled duty.

2. Rescheduling/ Reassigning

- a. This paragraph C.2. shall continue in effect until date of signing plus four years, at which time it will be replaced by paragraph C.3. below. Whenever a Flight Attendant is available for a scheduled trip and is rescheduled to perform different flying, she will be paid the originally scheduled block time or the actual hours flown, whichever is greater. This provision does not apply to cancellation of all or part of a trip where no rescheduling for the period of cancellation occurs nor does it apply where the Flight Attendant does not fly all or a portion of a trip and is not rescheduled to perform different flying.
- b. Flight Attendants rescheduled into a day off (lineholder or reserve) will be given the option of receiving day off pay (4.0 hours) or having that day off restored in the current or following month.

3. Trip Pay

At date of signing of this agreement plus four years, paragraph C.1 and C.2. above will no longer be effective and will be replaced by the following:

- a. A lineholder who is available for duty and has a trip, or portion thereof, cancelled or rescheduled will receive pay credit, on a leg-by-leg basis, in an amount equal to the greater of her actual flight pay hours or scheduled flight pay hours. For purposes of this paragraph, “schedule” includes all trips for which a lineholder is responsible regardless of the method for which she is assigned or awarded the trip. Once a trip is assigned, it is part of the lineholder’s schedule. A reserve flight attendant is not entitled to cancellation pay.

b. A flight attendant who has flight segment(s) removed from her schedule due to a cancellation shall be available for reassignment in accordance with Article 6.

c. A flight attendant will not collect pay for a cancelled or removed leg while collecting pay for a leg covering the same period of time.

D. Trip Rig

On a trip by trip basis, a flight attendant will receive the greater of her flight pay credits or one hour pay credit for every 4.75 hours away from base.

E. Deadhead Pay

When a Flight Attendant is required to deadhead, she will be credited with seventy-five percent (75%) of the scheduled block time of the deadhead. If no block time is established, then the actual time will be used for air transportation. If required to deadhead via surface transportation, she shall be credited with fifty percent (50%) of driving time based upon AAA mileage at 50 MPH. A day consisting solely of deadhead to or from a flight assignment shall be considered a work day.

F. Customs Pay

A Flight Attendant who clears Customs during an overnight assignment will receive an eighteen (18) minute pay credit. There shall be one pay credit per overnight.

G. Check Flight Attendant Pay

An ISS Flight Attendant will be paid in addition to the rates above as provided in Article 8 Inflight Support Specialist.

H. Pay Procedures

1. Flight Attendants will be paid on a semi-monthly basis, i.e., twenty-four (24) pay periods per year.
2. Flight Attendants will be paid on the fifteenth (15<sup>th</sup>) and the last day of each month. If the fifteenth (15<sup>th</sup>) or the last day of each month falls on a Saturday or Sunday, Flight Attendants will be paid on the preceding Friday. If the 15<sup>th</sup> or the last day of the month should fall on a holiday the paycheck will be available on the work day immediately preceding the holiday.
3. The paycheck on the fifteenth (15<sup>th</sup>) of the month will include any adjustments as follows:
  - a. Per diem expenses owed to the Flight Attendant;

- b. Over guarantee owed to the Flight Attendant;
  - c. Any other overages due to the Flight Attendant;
  - d. Any deductions from the previous month.
4. A Flight Attendant will be paid, at her option, by direct deposit into an account for that Flight Attendant at a financial institution of the Flight Attendant's choice.
  5. The Company may choose to send the Flight Attendant her semi-monthly pay information over the Company's secure email system.
  6. Longevity increases will be paid as follows: The current month's guarantee will be prorated from the actual longevity date as defined in Article 9 (Seniority). All pay over guarantee for the month that the longevity anniversary occurs in will be included in the paycheck on the 15th of the following month at the new rate.
  7. Clerical pay errors involving fifty (\$50.00) dollars or more shall be reconciled within five (5) working days after it is first brought to the company's attention. Errors of less than fifty (\$50.00) dollars will be reconciled in the next issued paycheck.
  8. When there is an overpayment to a Flight Attendant, the Company will notify the affected employee, provide documentation and substantiation of the overpayment and arrange a mutually agreeable repayment schedule. The Company may require the employee to authorize the Company to deduct repayment from her subsequent check(s). The maximum amount that can be deducted from each pay period shall be \$50.00, unless the amount of overpayment exceeds \$500.00, in which case the repayment amount will not be more than 20% of the original overpayment amount per pay period. An employee and the Company may agree to different repayment terms.

I. Value of a Reserve Day

1. A reserve Flight Attendant called into work will be credited four (4) hours towards her minimum monthly guarantee or the value of the assignment, whichever is greater.
2. An Airport Standby Reserve Flight Attendant will be credited five (5) hours towards her minimum monthly guarantee or the value of the assignment, whichever is greater.

J. Training Pay

1. A Flight Attendant who attends a day of recurrent training will be paid four hours (4) flight pay for up to six (6) days in any calendar year.)
2. If the Company elects to use any method of training such as "home study" to comply with FAA requirements, a Flight Attendant will be paid and credited with one (1) hour of

flight pay for every two (2) hours of FAA-approved training credit earned in home study.

3. A Flight Attendant in training will be paid no less than the minimum monthly guarantee.
4. Flight Attendants receiving Line Checks and Operating Experience will be paid in accordance with this Article 3.A.

K. Segment Times

1. For the purposes of this Article, scheduled block (segment) times will be determined using the average of historic en-route (block-to-block) times between city pairs by type of equipment.
2. Scheduled block times will be reviewed by a joint Company/Union Scheduling Committee every six (6) months using the prior twelve (12) months to determine whether any adjustments are to be made.
3. Adjustments will be made only when the average varies from the established scheduled block time by seven and one-half percent (7.5%) or more, plus or minus.
4. When a new route is established for which no segment time has been computed in accordance with this section, the initial segment time will be established based upon the marketing time for that segment. After one hundred twenty (120) days of operation, the scheduled block time will be reviewed.
5. Non-scheduled flights on routes where no established scheduled block time exists will be credited on the basis of actual (block-to-block) flight time.
6. "Attempts," and "Diverted" flights will be paid on the basis of actual (block-to-block) flight time. Taxi time not associated with a flight will be credited at the rate of two-tenths (0.2) hours of flight pay.
7. Ferry or repositioning flights will be paid as if the flight attendant is working the flight, at her full hourly flight pay.
8. Data necessary for an accurate and complete review of segment times will be made available to the Company/Union Scheduling Committee. After the Union representatives have had an opportunity to review the data, the Company will meet with those representatives upon request, at a mutually agreeable time, to resolve any questions or disputes. Members of the Company/Union Scheduling Committee will not disclose any confidential or proprietary information provided pursuant to this paragraph.

L. A Flight Attendant will not be called in for drug testing on a scheduled day off. If drug testing occurs at the end of a trip pairing, the Flight Attendant will be compensated at a rate of ten dollars (\$10.00) per hour, or fraction thereof, prorated for all hours on duty after block in plus fifteen (15) minutes after her last flight segment. If the Flight Attendant is taken to an off-site

facility for the drug test, the Flight Attendant will be compensated one (1) hour of flight pay above her guarantee.

M. Holiday Pay

A Flight Attendant who is assigned to flight duty or reserve duty on any of the below listed holidays will receive four (4) hours of flight pay in addition to her monthly guarantee or flight pay accrued for that month.

New Year's Day	Easter
Memorial Day	Independence Day
Labor Day	Christmas
Thanksgiving	Flight Attendant Appreciation Day (Date of Ratification of Agreement)

N. Third Year Anniversary Bonus

Each Flight Attendant in the employ of the Company shall, upon completion of three (3) years of service, receive three hundred dollars (\$300), subject to applicable deductions. All such payments shall be made no later than the second paycheck following the 3<sup>rd</sup> anniversary of the Flight Attendants' hire date with the Company.



## ARTICLE 4

### EXPENSES

#### A. Accommodations

1. The Company and the Union will designate comfortable and adequate single occupancy lodging at all overnight stations (including continuous duty overnights), while a Flight Attendant is in training away from her base, or on temporary duty assignments. The Company will pay the cost of such rooms/lodging. The Company will request rooms on the second floor or higher, with access to the room(s) available through interior hallways only. Should the Company fail to provide individual sleeping accommodations, the Company will reimburse the affected Flight Attendant(s) the actual reasonable cost of securing individual sleeping accommodations (upon submission of receipts), plus fifty dollars (\$50.00).
2. The Company will request that a hotel that provides a free continental breakfast do so between the hours of 0500-0800.
3. The Company will provide the Union Hotel Committee Chairman written notice within a reasonable time when it is considering an alternate or new hotel. The Union Hotel Committee will provide the Company with its comments and recommendations on any proposed changes. The Union Committee may also make recommendations to the Company at any time on current hotels.
4. The Company will make prompt inquiries into complaints related to deterioration of service, safety or cleanliness at any facility that has been approved for layovers. Prompt remedial action will be taken in those cases where investigation affirms a deterioration of the above conditions.
5. In designating layover accommodations, the Company will select hotels with normal driving time from the airport not to exceed fifteen (15) minutes, consistent with cost considerations.
6. The Company will provide adequate single occupancy hotel accommodations whenever a Flight Attendant has a scheduled layover of five (5) or more hours scheduled block-in to scheduled block-out, or when rescheduled for such a layover, provided the reschedule was made at least the day prior.

#### B. Per Diem

1. Commencing with the first of the month following ratification of this Agreement, Flight Attendants shall be paid a per diem allowance of \$1.80 per trip hour (fractions will be prorated). Thereafter, per diem rates shall be increased \$.05 annually effective on the anniversary of the above date for the following four (4)

years.

2. A Flight Attendant will receive per diem for each trip hour (from report time in Base to release time in Base), training away from base, while on hot reserve, temporary assignment or any other duty away from base assigned by the Company.
3. Per Diem will be included in the first payroll check of the following month, and will encompass all per diem owed for the previous month.

#### C. Transportation

1. The Company will provide transportation between the airport and the lodging facility. If there is no suitable eating facility at the hotel or within reasonable walking distance (taking into account environmental conditions), transportation will be provided to a restaurant. If the usual transportation from the airport to a hotel is not available within thirty (30) minutes following block-in, the Company will reimburse a Flight Attendant for cab fare to the hotel. A Flight Attendant using a taxi pursuant to this paragraph must contact Crew Scheduling prior to calling for the taxi to advise them of the circumstances. The Flight Attendant must provide the Company with a receipt when she files for reimbursement. Only one taxi per flight crew will be provided in these circumstances.
2. When a Flight Attendant agrees to drive her personal vehicle at the request of the Company, she will be reimbursed at the current Company mileage rate or \$.36 per mile point to point and return, whichever is greater. A Flight Attendant will not be required to drive her personal vehicle.
3. The Company will provide travel on a booked basis when a Flight Attendant is deadheading on-line to/from the Flight Attendant's base and the point of her assigned duty. If the Flight Attendant is bumped from such flight, the Company will book the Flight Attendant on a positive space/must ride basis on the next available on-line flight.

#### D. General

1. The Company will pay any fee associated with local and /or toll free calls made from a layover hotel.
2. When, due to irregular operations, special assignments, etc., a Flight Attendant incurs lodging or transportation expenses, she will be reimbursed upon presentation of receipts for such expenses, provided she requests and receives advance approval for such expenses.
3. At base or another location of the Flight Attendant's choice where free parking is not available, the Company will pay for the cost of parking while the Flight

Attendant is performing duty. The Company will not be required to pay for parking at more than one (1) location per Flight Attendant, Co-Terminal operations notwithstanding.

4. Paying for parking at a location other than the Flight Attendant's base shall be required only when such employee parking is available and only to the extent of what the parking would have cost at the Flight Attendant's base.
5. The Company will reimburse each Flight Attendant for the cost of passports and visas. The Company shall also reimburse the Flight Attendant for any airport government charges incurred in traveling on Company business.
6. Co-Terminal Bases
  - a. A Co-Terminal Base is defined as a base that contains more than one airport to which Flight Attendant may be assigned duty. (e.g. John F. Kennedy/LaGuardia/Newark, Dulles/Washington National/Baltimore, etc.) In the event the Company chooses to establish Co-Terminal Bases the following terms shall apply:
  - b. The Company will make every reasonable effort to schedule a Flight Attendant to begin and end a trip at the same airport. In the event a Flight Attendant finishes a trip at a different airport from the airport at which the trip originated, the Company will provide ground transportation to the originating airport. Such transportation between co-terminals will be considered deadhead. Upon conclusion of the discussions provided for in e. below an appendix for travel time between co-terminal airports will be published.
  - c. The Flight Attendant's duty time will end upon return to the originating airport.
  - d. The Company shall be responsible to ensure that the Flight Attendant does not incur parking expenses in a co-terminal base that would not be incurred if she were based in a single-airport base.
  - e. At least 60 days prior to opening any co-terminal base, the Company will notify the Union and meet to discuss the operation. The parties may agree to other or different conditions applicable to a specific co-terminal operation.
  - f. Lodging and Per Diem for New Hires
7. During initial new hire training all Flight Attendant trainees will receive double-occupancy lodging and Per Diem, provided their residence is outside a 30-mile radius of the training location.

## ARTICLE 5

### MOVING EXPENSES

#### A. Eligibility

Successful vacancy bidders, Flight Attendants moving to a domicile upon initial employment, and Flight Attendants making domicile swaps are not entitled to moving expenses. The Company will pay moving expenses when a Flight Attendant is involuntarily displaced to another domicile for any reason.

#### B. Moving Benefits

1. A Flight Attendant eligible under the preceding paragraph shall be entitled to:
2. Actual moving expenses for a professional mover, including packing materials, shipping and insurance, of household goods and effects up to a total weight of 10,000 lbs. Packing, unpacking, extra insurance and storage are not covered. The mover must be approved by the Company.
3. The Company will reimburse a Flight Attendant at the current Company mileage rate or \$.36 per mile, whichever is greater, for up to two (2) of the Flight Attendant's registered vehicles driven to the new domicile, using the most direct mileage between domiciles. One car may be moved prior to the move of the primary residence, and the other (or both) cars would be moved in conjunction with the actual move.
4. The Company will reimburse a Flight Attendant for meals and lodging for the Flight Attendant and her immediate family for the time required to travel to the domicile up to five days. A Flight Attendant will be removed from trips and pay protected for the trips missed which conflict with the time allowed for travel. A day of travel shall be considered a minimum of three hundred fifty (350) miles by the most direct AAA mileage. The daily allowance for meals shall be \$25.00 per day for the Flight Attendant, \$25.00 per day for the spouse traveling with the Flight Attendant, and \$15.00 per day for each dependent traveling with the Flight Attendant.
5. The Company will pay up to two hundred dollars (\$200.00) for termination and hook-up of gas and electric utilities, telephone and cable television (excluding deposits) resulting from a move to a new domicile.
6. If a lease is broken as a result of moving to a new domicile, and a penalty is incurred, the Company will pay the penalty, not to exceed two (2) months rent.

7. If immediate occupancy of the new residence is impracticable because of time constraints imposed by the Company, the Company will pay meal and lodging expenses (consistent with paragraph B. above) for up to seven (7) days. The Flight Attendant will make every effort to minimize this expense. If the moving company reimburses the Flight Attendant for these expenses, the Company will have no obligation to make any additional payment.
8. The Company's liability for moving expenses under this Article shall not exceed seven thousand dollars (\$7,000). Payment for cost of moving household goods shall be paid directly from the Company to the moving vendor. All other eligible benefits set forth in this Article shall be paid to the Flight Attendant as per B. of this Article.

C. Moving Days

A Flight Attendant who is moving her primary residence will be entitled to four (4) consecutive days off (inclusive of scheduled days off) for a move of seven hundred (700) miles or less, plus one (1) additional day off for each three hundred fifty (350) additional miles. These days off are to be taken in conjunction with the actual move. The Flight Attendant will be paid for the value of any trip(s) missed. Moving days may not be requested during the weeks of Thanksgiving, Christmas, and New Years. The Flight Attendant will coordinate scheduling of days off for moving with the Director of Inflight or her designee.

D. General

1. If a Flight Attendant elects not to move, the Company will pay the Flight Attendant three hundred (\$300.00), which need not be verified by receipts.
2. When the Company is required to pay moving expenses, nothing in this Article is intended to prevent the Company and the Flight Attendant from agreeing to an amount to be paid to the Flight Attendant in lieu of the expenses set forth in this Article.
3. When the Company is required to pay moving expenses, the move must be coordinated with the Inflight Department. Moving expenses should be submitted within thirty (30) days after incurring the expenses. Receipts must verify all moving expenses. The Company will not be liable for any damages incurred during moving.
4. The Company will not be responsible for paying any expenses incurred under this Article after one (1) year from the actual effective date of the Flight Attendant's assignment to the new domicile.
5. If a Flight Attendant elects to move herself, the rental truck and/or trailer, packing

materials, insurance, fuel, and two hundred dollars (\$200.00) to offset other costs not included in this paragraph, will be paid to the Flight Attendant.

6. A Flight Attendant who is eligible for Company paid moving expenses may elect to have her move paid from a location other than the domicile from which the Flight Attendant is being transferred. However, the Company's financial responsibility will not exceed the cost of moving the Flight Attendant from the domicile from which she transferred to her new domicile.

## ARTICLE 6 SCHEDULING

### A. Staffing

It is the Company's responsibility to determine adequate staffing levels taking into account all known flying, vacations, known leaves of any kind (including, without limitation, Union Leaves), scheduled and/or anticipated training, Company related business, attrition, retirements, and all known absences.

### B. Scheduling Goal

The Company and the Union have agreed to the provisions of this Article with the goal that through application of the terms set out herein, the monthly schedule and construction of lines shall be accomplished to provide the highest amount of productivity and schedule consistency for the Flight Attendant group while at the same time producing the highest efficiency of safe operations for the company.

### C. Scheduling Committee

1. The Union will establish a Scheduling Committee, which will meet with the Company for the purpose of facilitating the efficient operation of Article 6 and 6A of this Agreement. The Scheduling Committee will be given access to non-confidential information regarding aircraft flows, block time reports, scheduled training, vacations, leaves of absence and current staffing.
2. The Company will provide Scheduling Committee members (up to four individuals for each airline certificate operated) login credentials for the purpose of accessing FLiCA and Crew Trac (or replacement software in either case, if applicable, here after referred to as FLiCA or Crew Trac). Such access will not include the ability to alter a Flight Attendant's schedule or change a parameter of the program. Each Scheduling Committee member who is granted access will execute a non-disclosure agreement and will not reveal her login credentials to any other person. The Union may request additional Crew Trac access for administering this agreement. The Company will review and provide access and additional access for other committee members as mutually agreed to by the parties.
3. The Company will provide updated information regarding the use of the software (e.g. software updates or changes to functionality) to Scheduling Committee members as necessary.
4. Any changes to FLiCA or Crew Trac (or replacement software in either case, if applicable) shall, at a minimum, maintain the functionality and accessibility

necessary to meet the requirements set forth in this agreement. The Company will meet and confer with the Union regarding changes to FLiCA and Crew Trac. If the Company considers adoption of a replacement system to FLiCA or Crew Trac, the Union will participate in the evaluation of the system.

5. If due to changed circumstances (e.g. revised FAA regulations), FLiCA, Crew Trac or replacement software no longer meets the requirements of this Agreement and/or regulations, the Company and the Union will mutually agree to modifications to the Agreement to accommodate the changed circumstances. If such changed circumstances take place before mutually agreed modifications are established, the Company will maintain a system that, to the extent feasible, meets the existing requirements of the Agreement. Notwithstanding a change in the software system, the Company shall comply with the requirements of this Agreement. If this is a difference between this Article and the FARs the more restrictive requirement will be controlling.
6. The Scheduling Committee access described in paragraph 2 above shall include the ability to review and generate reports covering the following information:
  - a. Sick leave used;
  - b. Hours and trip pairings flown by Management Flight Attendants;
  - c. Vacations canceled by the Company;
  - d. Individual Flight Attendant history;
  - e. Daily assignments for Reserve Flight Attendants;
  - f. Reassignments;
  - g. Trip add, drop, and swap requests granted and denied.
  - h. GLT hours flown
7. In order to accommodate Scheduling Committee meetings with the Company, the Company will:
  - a. Include in the pre-awards for each month time off for up to 2 Committee members to meet with the Company.
  - b. In addition to pre-awards, release Committee members from their schedules as necessary if the Company and the Union determine they are required, and provided there is adequate reserve coverage.
8. The Company will cover Flight Pay Loss for Scheduling Committee members up to a total of 15 hours per month. All other time off taken by Scheduling Committee members per paragraph 7 above shall be considered Union Leave and reimbursable to the Company as per Article 12 (Leaves of Absence). Pre-awarded time off as set forth above shall be credited at 5 hours per day. A member of the Scheduling Committee, who reviews the lines or meets with the Company during pairing construction on a day off, will have the option to



receive flight pay equal to 5 hours above guarantee, reimbursable to the Company per Article 12 (Leaves of Absence).

9. The Company will provide other reasonably available and relevant information as is mutually agreed upon.
10. The Scheduling Committee and the Company shall meet monthly at least two calendar weeks prior to publication of the bid information, and as necessary thereafter, to discuss the average line construction credit values, stacking and unstacking, and construction of the Trip Pairings.

D. Electronic Transactions

1. The Company shall provide FLiCA (or replacement system) that will be the sole means for Flight Attendants to conduct the following transactions via the internet:
  - a. Monthly Bidding;
  - b. Trip Trades with another Flight Attendant;
  - c. Trip Trades with open time;
  - d. Open time pickups;
  - e. Vacation bids, awards, and trades;
  - f. Trip drops; and
  - g. Vacancy and Displacement bids and awards.
  - h. Recurrent Training Bidding.
2. The company shall provide computer facilities and printers at all Domiciles for Flight Attendant use in connection with paragraph D.1, above. Computer facilities available for Flight Attendant use shall be a selection preference for all new RON hotels.
3. FLiCA (or replacement system) will allow the printing of the bid information at all Flight Attendant Domiciles and via the Internet. In the event the computer-based system is unable to produce printed bid information, the Company will contact the Scheduling Committee Chairman or her designee to coordinate alternate arrangements.
4. A Flight Attendant will be responsible for acquiring a computer for home access and providing her own Internet Service Provider if he should so desire. If the Company should implement a computer access system that requires a separate fee, the Company will pay such fee (except for Flight Attendant selection of optional services).
5. A Flight Attendant will bid using FLiCA (or replacement system) unless the Company and the Union have approved an alternative method.

E. Schedule Bidding Process

1. Pairing Construction

- a. It is the responsibility of the Company to prepare and publish the pairings to be bid on by the Flight Attendants. The Company and the Scheduling Committee will reach consensus to the extent possible as to the weight each objective listed in paragraph 1.b below, and other factors considered in the optimization of the Trip Pairings, should be afforded in construction of the Trip Pairings.
- b. The Scheduling Committee and the Company will meet and confer quarterly, or at such other times as mutually agreed upon, to review criteria for the construction of pairings to be used in the scheduling of Flight Attendants, taking into account appropriate factors such as historical crew planning data and Flight Attendant preferences. The Scheduling Committee and the Company may jointly agree to modify the criteria from time to time. The objectives for the construction of published pairings will be to:
  - i. Maximize the Flight Attendant's flight time during a given duty period.
  - ii. Ensure the ability to carry out the marketing schedule while maintaining on time performance and schedule completion.
  - iii. Ensure that the amount of open time is kept to a minimum.
  - iv. Maintain a mix of pairing types, e.g. 1-day, 2-day, 3-day, 4-day, or 5-day trips only as permitted under Article 24.B.5.
  - v. Ensure stability and continuity from one bid period to the next.
  - vi. Identical pairings for all Flight Attendants operating the same aircraft to the extent possible.

2. All pairings used for the scheduling or assignment of Flight Attendants will comply with all other applicable provisions of the Agreement.

3. All Trip Pairings shall originate in Base and terminate in Base.

4. Bidding Timeline

- a. Bids will be awarded to qualified Flight Attendants in order of seniority.
- b. Bid Submission

- i. Bid preferences shall be electronically submitted to the Company via FLiCA or replacement system.
- ii. A Flight Attendant who neglects to bid will be awarded a schedule in accordance with what is indicated on her default bid preference. If a Flight Attendant has not completed a default bid preference, then the Flight Attendant will be awarded a schedule according to FLiCA.
- iii. Each Flight Attendant shall verify the accuracy of her pre-awards, and notify the Company of any errors prior to the submission of her bid.
- iv. Bidding timeline
  - (a) Recurrent training bidding information will be posted on FLiCA on or before 0900 hours Headquarters time on the 2nd of the month prior to the bid period. Recurrent training bidding opens at this time.
  - (b) Recurrent training bidding will close at 0900 hours Headquarters time on the 7<sup>th</sup> of the month prior to the bid period.
  - (c) Recurrent training bid awards will be available in the Bid Information and posted as pre-awards on a Flight Attendants bid calendar in FLiCA when bidding opens for PBS (as per d below).
  - (d) Bid Information will be made available to all Flight Attendants at each domicile at or before 0900 hours Headquarters time on or before the 13<sup>th</sup> of the month prior to the bid period. PBS line Bidding opens at this time.
  - (e) A Flight Attendant must submit his bid by 0900 hours on or before the 17<sup>th</sup> of the month prior to the bid period.
  - (f) The Initial Awards will be posted at 1500 hours on the 20<sup>th</sup> of the month prior to the bid period. NOTE: Company will sign side letter with the FA IBT, that at the request of the union, we will agree to implement an SAP process if and when such process is agreed to and implemented by the pilot group and has been deemed to

add value to the line construction process. Such request must be made within six months following the implementation of a Pilot SAP.

- (g) Final awards posted at 1700 hours on the 20th of the month prior to the bid period.

- c. FLiCA (or replacement system) will generate, track, and provide each Flight Attendant a unique receipt for each bid supplied by the Flight Attendant.

- d. Build-Up Blackout

The Build-Up Blackout is the time period in which the build-up of lines are constructed and Crew Trac is loaded with the final awards. During this time, no trip trades, trip drops, or open time awards for the following month will be processed. During the blackout period, the Company and the Scheduling Committee will meet to review the Final Award.

## 5. Eligibility to Bid

- a. Management Flight Attendants will not bid.

- b. A Flight Attendant who will begin a known training event, i.e. attending Initial, or entity transfer training (from the beginning of ground school to completion of IOE) during the bid period may bid a schedule for the month for that portion which she will be available.

- c. A Flight Attendant who is projected to finish a training event, i.e. attending Initial, or entity transfer training (from the beginning of ground school to completion of IOE) during the bid period may bid a schedule for the month for that portion for which she is projected to be available. If he finishes earlier or later than projected her line will be adjusted using paragraph g. below.

- d. A Flight Attendant (other than a Flight Attendant in training) who will be qualified and available for duty during the month will be allowed to bid during the bidding process, and will be awarded a schedule for that portion of the month during which she will be available.

- e. A Flight Attendant who is not expected to be available for duty during the month (e.g., a Flight Attendant on a leave of absence for the entire month or with an unknown return-to-work date, or a Flight Attendant in training for the entire month) will not be awarded a schedule during

the bidding process.

- f. New Hires will be placed on the applicable bid eligibility list for the month in which they are projected to complete training. New Hires will then be eligible to bid for the following month in which they are scheduled to complete training.
- g. Lines constructed for Flight Attendants outside the monthly FLiCA bid award shall comply with Articles 6.C and the applicable parts of 6.E.

6. Bid Information

- a. The equipment specific Bid Information for each base will contain the following information:
  - i. All known flying arranged in trip pairings including the following schedule information:
    - (a) Report and release times.
    - (b) Pairing number.
    - (c) Flight number.
    - (d) Block and credit time of each segment.
    - (e) Block and credit time of the pairing.
    - (f) Duty time.
    - (g) Ground time.
    - (h) Deadhead time.
    - (i) Originating, intermediate, and terminating station.
    - (j) RON information, including hotel information, ground transportation, etc.
    - (k) Minimum required rest.
    - (l) Trip time (time away from base, or TAFB).
    - (m) Aircraft type e.g. EM3, EM4, EM5, DH4, EM7, EM8, EM9, etc.
  - ii. A list of Flight Attendants eligible to bid in each base (bid eligibility list);
  - iii. Awarded or assigned temporary vacancies;
  - iv. Anticipated number of GLT lines.
  - v. An anticipated number of CDO and Regular lines;

- vi. An anticipated number of Composite and Reserve lines;
  - vii. Inflight Support Specialists;
  - viii. Types of reserve (Reserve Long Call or Reserve Short Call) and Reserve Availability Period;
  - ix. Known training assignments including applicable credit;
  - x. A list of Flight Attendants who are due for recurrent training and/or Proficiency Check rides and the assigned dates;
  - xi. All awarded and available vacation time; and
- b. Following distribution, the Scheduling Committee may review the Bid Information for each base and specific equipment. The review of the Bid Information will be completed within 24 hours of its distribution.
  - c. When an error or violation is found that would affect a FLiCA (or replacement system) award, if the Company and the Scheduling Committee determine it is necessary, the Company will reissue the affected Bid Information and may adjust the time and dates for bidding, awarding, review and distribution required for the correction.

7. Vacation Slide

- a. Subject to paragraphs c. and d. below, a Flight Attendant may, at her option, move the start date of her scheduled vacation clock by a maximum of 3 days in either direction. This option, if exercised, must be made known to the Company on the appropriate electronic form no later than the close of training bidding for GRS for that month.
- b. Consecutive weeks of vacation are to be considered as one block for the purposes of sliding a Flight Attendant's vacation.
- c. A Flight Attendant may not slide her Vacation into: Thanksgiving, Christmas, New Year's Day, or July 4<sup>th</sup>.
- d. Unless waived by crew planning, the number of overlapping vacations that are subject to slide in any week may not exceed 50% of the total

number of awarded vacations in position and certificate. If this provision becomes applicable, available slides shall be granted by seniority within the position and certificate.

8. Line Construction – Preferential Bidding System

a. The following procedures will precede line construction:

i. The company will apply any known absence to a Flight Attendant’s schedule. The virtual 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 E.8.a.ii below.

ii. The following virtual credits will apply to absences that are known prior to the close of bids:

(a)	Company Business	5.00 hours per day
(b)	Recurrent Training GRS	4.50 hours per day (in lieu of 2-days off after Recurrent Training)
(c)	Union Leave	5.00 hours per day
(d)	Jury Duty Leave	5.00 hours per day
(e)	Military leave(2-day duty)	5.00 hours per day
(f)	Company Offered Leave	3.00 hours per day
(g)	Medical Leave	2.80 hours per day
(h)	Workers Comp	2.80 hours per day
(i)	Maternity Leave	2.80 hours per day
(j)	Family Medical Leave	2.80 hours per day
(k)	Personal Leave	2.80 hours per day
(l)	Non-pay Status	2.80 hours per day
(m)	Furlough	2.80 hours per day
(n)	Resignation	2.80 hours per day
(o)	Retirement	2.80 hours per day
(p)	Military leave greater than 2-day duty within a single bid period	2.80 hours per day including days off during the leave
(q)	Travel Days for (b) above	4.00 hours per day
(r)	Other	2.80 hours per day
(s)	Vacation	19.60 hours per week

- (t) Entity Transfer Training 4.00 hours per day
- (u) VAC-DAT 4.00 hours per day

- iii. If a Flight Attendant is withheld from service by the Company at the time of bid closing she will bid for a schedule for the following bid period in accordance with this section.
  - iv. When awarded in a line, recurrent ground training, recurrent check rides, initial operating experience, Union leave or any company business, will not reduce a Flight Attendant's days off to less than the minimum as set forth in Article 24 (Hours of Service).
  - v. If the Scheduling Committee discovers an error or a violation of the Agreement in the bid eligibility list before the bids have been awarded, the committee will notify the Company as soon as practical. Prior to awarding the bids, the Company will correct any error or violation that would affect the accuracy of the FLiCA award.
  - vi. Prior to awarding the bids for a specific position, the Company will correct any error or violation that it discovers in the bid eligibility list that would affect the accuracy of the FLiCA (or replacement system) award.
- b. Each Flight Attendant's schedule will be constructed by the Company utilizing FLiCA (or replacement system) and will be a Regular line, GLT Line, CDO Line, Composite line, or a Reserve line. FLiCA will determine the number of Regular and GLT lines constructed. If FLiCA is not capable of constructing CDO lines, Composite lines or Reserve lines that comply with this Agreement, the Company will construct such lines, in accordance with Article 6.E. Regular lines, GLT Lines, CDO lines, Composite lines, and Reserve lines will be awarded or assigned in accordance with a Flight Attendant's seniority and this Agreement.
- c. FLiCA, in accordance with this Agreement, will construct all lines as follows:
- i. Minimum credit window set at 75 scheduled block hours; (37.5 for GLT)



- ii. Maximum window set at no more than 100 Scheduled Block Hours; (52 for GLT) and
  - iii. No less than the minimum days off in Base as provided for in Article 24 (Hours of Service).
  - iv. To facilitate construction of a hard line where due to circumstances, such as a Flight Attendant's pre-awards (e.g., vacation, recurrent training, carry-over trips, etc.) or lack of trips at her relative seniority, prevents FLiCA from building a line for that Flight Attendant meeting the minimum credit window, a composite line will be built with the trips that FLiCA can assign, and reserve days will be added to bring her to the minimum credit window.
- d. The Company may withhold up to 5% of known flying in the initial bid information that corresponds to flying awarded to Inflight Support Specialists to be utilized for the purpose of conducting IOE. Should IOE requirements exceed this 5% limitation, the additional time required shall be obtained through displacements pursuant to Article 6.J. below.
- e. Regular Lines
- i. After the company has completed the Regular line construction process utilizing FLiCA (or replacement system), additional pairings will not be added to or removed from a Regular line except as otherwise provided for in this Agreement.
  - ii. A Regular or CDO line holder will not be assigned reserve days, nor out-of-base trips.
- f. Guaranteed Low Time Lines
- i. Guaranteed Low Time (GLT) Holder is defined as a Flight Attendant who shall bid for a line that consists of no less than thirty-seven and a half (37.5) credit hours and no more than 52 credit hours. When a Flight Attendant is awarded a GLT line, her guarantee will be thirty-seven and a half (37.5) credit hours.
  - ii. A designated GLT Flight Attendant's monthly schedule will be awarded by the PBS system in seniority order within base, from her bid submitted monthly or if no bid was submitted a line will be awarded based on her default bid.

- iii. A Flight Attendant desiring to remove herself from the list of GLT Flight Attendants must give written notice to her Inflight Supervisor before the end of the second month prior to the month in which the removal is to be effective (e.g. no later than May 31 for removal from GLT for July).
- iv. The number of designated GLT Flight Attendants will not exceed 10% of the total workforce and may not exceed 20% of the total Flight Attendants in a given base. Notwithstanding the 10% limitation above, no more than 240 flight attendants will be allowed GLT status in the first year of this agreement. The cap on total flight attendants who may exercise the option of GLT status may be increased at 15 per year for each of the four years following the date of signing. A maximum of 300 total GLT Flight Attendants will be allowed if the total workforce growth supports such increase.
- v. A Flight Attendant granted GLT status must remain in such status for a minimum of one year.
- vi. A Flight Attendant who voluntarily returns to regular line status from GLT status may rebid GLT after a period of one year from the date of her return to regular line status.
- vii. GLT Flight Attendants will accrue their Sick/Vacation time at one-half (1/2) the normal rate so long as they satisfy the quarterly pay credit requirement as established in viii. below..
- viii. GLT holders shall be limited to trading and picking up of open time pairings such that they shall not exceed sixty-five (65) hours per month, unless there are insufficient reserves or volunteers to cover available open time. The Company will notify the Union of any situation that requires allowing GLT holders to exceed 65 hours.
- ix. A GLT holder is required to maintain no less than one hundred and twelve and one half (112.5) hours of pay credit per calendar quarter in order to accrue monthly vacation and sick time credit. A GLT holder who falls below the minimum quarterly pay credit twice within a twelve month period will be removed from GLT status and will be prohibited from bidding GLT status for one year. If a GLT Flight Attendant is removed from GLT status three times due to failure to maintain the required quarterly pay credit, she will be prohibited from bidding any future GLT status.
- x. GLT Holders will advance on the pay scale at the same rate as all

other Flight Attendants based on active service or as otherwise provided for in this Agreement.

g. Continuous Duty Overnight Pairings (CDOs)

- i. The Company may construct CDO pairings. CDO pairings will consist of one duty period and will not be constructed back-to-back except within pure CDO lines
- ii. A Flight Attendant on a CDO line will be scheduled days off in accordance with Article 24 (Hours of Service) of this agreement. However, a Flight Attendant will not be scheduled for a block of more than 3 consecutive CDOs. A minimum of 3 days off will follow any block of 3 CDOs.
- iii. A CDO is a pairing that is a single duty period, that has scheduled departures prior to and after midnight. All other pairings that do not meet the CDO definition will be awarded/scheduled based on applicable sections of this agreement.
- iv. CDOs will be scheduled with a maximum turn time of 2:45 or a minimum of 5:15 hours ground time, block in to block out. Where the scheduled turn time is 2:45 or less, the duty period will be limited to 12 hours (10 hours if the duty period begins at 10:00 pm or later). Where the ground time is greater than 2:45 a hotel will be provided.
- v. A CDO trip pairing shall not be scheduled for more than 4 legs, including Dead Heads. After the ground time in paragraph E.6.g.iv above, the Flight Attendant may have no more than two legs returning him to her base.
- vi. A Flight Attendant will not be required to participate in training without her consent during the scheduled ground time on a CDO.
- vii. No Flight Attendant will be reassigned from a CDO trip pairing to any other trip pairing other than another CDO (except current trip can be reassigned to regular rest).

- viii. Flights that are not scheduled as part of a CDO Line during the FLiCA assigning of lines may not be added to a CDO Trip Pairing.
  - ix. CDO trips will terminate upon a Flight Attendant's first arrival at her Base, and the Flight Attendant shall not be subject to any further duty or be subject to any reassignment.
  - x. A Flight Attendant performing a CDO trip pairing will be released to rest upon completion of that pairing and will not be required to be available for a non-CDO assignment prior to 0500 on the following day.
  - xi. The Company and Union may agree to permit CDO pairings not conforming to the above rules on a case-by-case basis.
- h. Reserve Line Construction
- i. A Flight Attendant who is not awarded or assigned a Regular line, GLT Line, Composite line, or CDO line will be awarded or assigned a Reserve line.
  - ii. The Company will determine the type and number of Reserve Periods available in any bid period.
  - iii. A Reserve line will contain:
    - (a) Reserve days and at least the minimum days off as provided for in Article 24 (Hours of Service);
    - (b) In Base reserve days;
    - (c) Types of reserve (Reserve Long Call or Reserve Short Call);
    - (d) No mixing of Reserve Long Call with Reserve Short call within a line;
    - (e) At least 1 block of 4 consecutive days off in a month (a Flight Attendant may waive this restriction); and
    - (f) No single days off or single reserve days except for the first and last day of the bid period.

- iv. The Company will determine the need for reserves as provided for in this Article for each day of the bid period.
  - v. Preferences in the bidding for reserve periods will be awarded in accordance with seniority among Flight Attendants in that specific position.
  - vi. For the purposes of calculating days off, a reserve day will be considered a day of work. Days off will not be moved once awarded, unless mutually agreed to by the Flight Attendant and Company.
- j. Review of Schedules
- i. As the line construction process for each position and certificate is completed, the Company will promptly notify the Scheduling Committee that the lines are ready for review.
  - ii. The Scheduling Committee will promptly notify the Company if it discovers an error or violation of the Agreement in the lines in a specific position. The Company will conduct a re-run of the bid award(s) if a Regular, Composite or CDO line does not comply with the Agreement or contains an error resulting from a discrepancy in the bid eligibility list, a computer or FLiCA malfunction or an omission of a known absence. Any error or violation of the Agreement in a reserve line for a position will be corrected prior to distribution of the bid award for that position.
  - iii. If the Company conducts a re-run of the lines for specific equipment position, the Scheduling Committee will expedite any additional review necessary to complete the process.
  - iv. The Union's Scheduling Committee will notify the Company immediately if it does not wish to review the lines.
  - v. If the Company conducts a re-run of the lines, the distribution of the bid award may be delayed but will be distributed promptly after completion of the re-run. Unless the Company and the Union agree otherwise, a re-run of a bid award will not be conducted once the bid award has been distributed.

- F. Monthly Open Time is the time unassigned through the Preferential Bidding Process after the publishing of the Initial Award, plus any time made available by Flight Attendants through leave, retirements, resignation or any other absence.
- G. Daily Open Time
1. The Company will post all open time after the final bid award, and update the post on a real-time basis. The posting and award or assignment of open time to Flight Attendants other than reserves shall be administered through FLiCA (or replacement system) or over a recorded phone line upon Flight Attendant request; however, Crew Scheduling may solicit pick up of open time.
  2. Open time that becomes available during the bid period includes pairings or portions thereof dropped because of illness or injury, vacations, leaves of absence, training, charters, extra sections, other revenue flying or those pairings the PBS is unable to award or assign in the line construction process.
  3. Subject to G.4 below, Flight Attendants may swap, drop, and add with Daily Open Time. Daily Open Time requests shall be made on a first-come-first-served basis according to the FLiCA server clock. If a request is denied, the Flight Attendant will be advised of the non-approval and the reason(s) for the denial. Requests capable of automatic approval by FLiCA will be conducted on a “real-time” basis.
  4. Daily Open Time may be assigned to an in base reserve at any time after 7 days in advance of the start of the trip. Daily Open Time not assigned or that becomes available after the bids are awarded or assigned, will be picked up in the following order, provided that such assignment shall not conflict with the FARs or any other provision of this Agreement:
    - a. Awarded to any Flight Attendant submitting a request pursuant to G.3 above unless:
      - i. The request violates the FARs or any portion of this Agreement. (Crew Scheduling may require up to a 90-minute buffer when there is a potential for illegality under the FARs. This buffer will not apply to the 8 hours in one day FAR.), or
      - ii. The request creates a conflict with an existing award; then
    - b. Assign to a reserve Flight Attendant from another base (this step may be skipped); then
    - c. Assign to a supervisory Flight Attendant.

## H. Flight Attendant Contact and Notification

1. A Flight Attendant shall provide at least one contact phone number to the Company. If a number is a designated home number, and the Flight Attendant is away from Base on assignment, that number will not be used in contacting the Flight Attendant.
2. Once the final bid award is posted, all Company-initiated changes to a Flight Attendant's schedule and/or reserve assignments require Positive Contact with the Flight Attendant pursuant to paragraph 3. below
3. A Flight Attendant must be contactable by the Company during a trip assignment, from report to release at Base. The Flight Attendant may satisfy this requirement by designating a contact method such as a mobile telephone number, Company e-mail, self-notification or other mutually agreeable method. Direct contact by a Company-designated representative or other customary crew contact method (release, etc.) shall constitute Positive Contact. If the Company attempts contact through the designated contact method, or by direct contact, the Flight Attendant shall respond in a timely manner.
4. When a Reserve Flight Attendant completes a reserve assignment, she must contact crew scheduling for release or a new assignment, or remain on reserve per the table in Article 6A.E.3.
5. A Flight Attendant is not required to be contactable by the Company on a day off except as otherwise provided by this Agreement.
6. A Flight Attendant who is unable to report for duty will notify Crew Scheduling as far in advance as practicable.
7. The Company may attempt direct contact with a Flight Attendant during a layover subject to the following conditions:
  - a. Any time during the layover in the case of a personal or family emergency affecting the Flight Attendant;
  - b. If the layover is 10 hours or less from release to report, the Company may attempt direct contact within 45 minutes after block in time or one hour before scheduled show time for notification of a change in show time or schedule or to avoid a FAR violation;

c. If the layover is more than 10 hours from release to report, the Company may attempt direct contact within one hour after block in time and prior to 9 hours before scheduled show time, or one hour before scheduled show time.

8. Telephone Recordings

All telephone conversations between Crew Scheduling, Dispatch, and Flight Attendants shall be recorded. Recordings shall be kept for a minimum of 60 days. In the event of a dispute, the Grievance Committee Chairman or designee may request that any recording(s) be kept until the dispute is settled.

9. If self-notification is available through Crew Trac, FLiCA or similar electronic means, a Flight Attendant who is self-notified of an assignment will be responsible for the assignment.

I. Award Displacement

a. Following distribution of the bid award, the Company may displace a Flight Attendant from her awarded or assigned pairing for the purpose of completing a required IOE, or due to an equipment substitution.

2. The Company will provide as much advance notice of displacement as is reasonably possible. The displaced Flight Attendant will be credited with the greater value of the trip originally assigned or the Trip(s) to which he was reassigned. The displaced Flight Attendant will be released from duty as specified below.

3. The Flight Attendant who has been displaced from a multi-day trip pairing shall contact crew scheduling for assignment after 1700 base time on the day before each day of the trip from which displaced

4. If the Flight Attendant was originally assigned a one-day trip pairing, or if it is the first day of a multi-day trip, crew scheduling may assign a trip according to the following:

a. If the original report time was before 1000, then crew scheduling may assign a trip pairing that starts at the original report time or later.

b. If the original report time was after 1000, then crew scheduling may assign a trip pairing that starts no earlier than 2 hours before the original report time, but no earlier than 1000.



5. On subsequent days of a multi-day trip pairing, a Flight Attendant will not be assigned a trip starting earlier than 1000 unless given the assignment 2 nights prior to the assignment without the concurrence of the Flight Attendant.
6. The reassignment will not be scheduled to end later than the originally assigned trip pairing without the Flight Attendant's consent.
7. The displaced Flight Attendant will not be assigned any type of reserve without her consent.
8. If crew scheduling has no assignment upon contact from the Flight Attendant pursuant to paragraph 3 above, then the Flight Attendant shall be given the following day off free from any duty.

J. Reassignment/Reroute

1. For purposes of this Agreement, a reassignment or reroute means any change to a pairing after its first distribution as a final bid award.

2. In Domicile

A Flight Attendant may be reassigned or rerouted to alternate flight(s) while she is in Domicile, provided:

- a. The new assignment is for the same day(s) as originally scheduled; and
- b. She is not required to report any earlier than her original Trip Pairing scheduled report time; and
- c. She is scheduled to be released from duty at her Domicile by no more than 2 hours later than the originally-scheduled release time.
- d. The Flight Attendant will be notified of a reassignment or reroute as soon as practicable. The change will be put on her schedule and the Flight Attendant put on the not notified list. If a Flight Attendant is notified of a reassignment or reroute less than two hours prior to her original scheduled show time her duty time calculation will start at the original scheduled show time.

3. Out of Domicile

- a. A Flight Attendant may be reassigned or rerouted to alternate flights while she is out of Domicile; provided

- b. The new assignment is for the same day(s) she was originally scheduled; and
  - c. The Flight Attendant is scheduled to return to her Domicile no more than 2 hours later than her originally scheduled release time at Domicile.
4. A Line Holder may not be involuntarily reassigned to reserve duty. If, however, a Line Holder accepts reassignment to reserve duty, she will be released from Reserve no later than her originally-scheduled release time. If the Flight Attendant is given an assignment during this Reserve Availability Period, the Flight Attendant will be released in Domicile no later than the originally-scheduled release time.
5. A Flight Attendant (lineholder or reserve) will not be scheduled or rescheduled into any of her days off for any reason except for weather, mechanical or ATC delay directly related to that Flight Attendant's last flight, unless the Flight Attendant consents. The Company may not schedule or reschedule a Flight Attendant into a day off due to insufficient staffing unless the Flight Attendant consents. Flight Attendants rescheduled into a day off (lineholder or reserve) will be given the option of receiving day off pay pursuant to Article 3, or having that day off restored in the current or following month.

K. Illness or Injury

1. A line holder who is unable to begin or complete an assignment or portion thereof because of illness or injury will notify Crew Scheduling immediately and will be removed from the assignment. The Flight Attendant will be considered absent for the remaining duration of the applicable trip period or assignment unless the Flight Attendant calls in well, or has specified the duration of her absence. If the assignment was a pairing and the pairing has commenced, it will normally be assigned to a reserve Flight Attendant.
2. A Reserve Flight Attendant who is unable to begin or complete an assignment or portion thereof because of illness or injury will immediately notify Crew Scheduling in accordance with Article 27 (Sick Leave).
3. A line holder who has called in sick on a multiple day pairing and who is subsequently able to return to flying prior to the completion of the original scheduled trip period, will notify Crew Scheduling of her desire to return to work.
  - a. The line holder will coordinate her return to the pairing with Crew Scheduling and will be allowed to return to the pairing at the first

opportunity following notification, that the pairing transits her base, provided the pairing has not been assigned to another Flight Attendant on her day off;

- b. If the line holder is not able to return to her pairing because it does not transit her domicile, she will be afforded the following options:
  - i. The Flight Attendant may be assigned a trip pairing that is at her domicile during the original trip pairing period.
  - ii. Remain on sick leave for the duration of her pairing
  - iii. Be placed on reserve and be credited the greater of 4 hours pay credit for each day on reserve or the value of any pairing assigned while on reserve, whichever is greater.

#### L. Pairing (Trip) Trades and Drops

1. A Flight Attendant may attempt to trade or drop a trip pairing or pairings, or portions thereof. Pairings or portions thereof picked up in this manner will not be considered overtime.
2. A Flight Attendant may submit a request to Crew Scheduling online (either through FLiCA or email) or via telephone contact at any time to drop a pairing. If sufficient reserves are available the request will be approved.
3. Trip trades will be administered through FLiCA. Trip trades should be submitted online (either through FLiCA or email) no less than 24 hours prior to the date of the earliest trip pairing show time in the proposed trade. Crew Scheduling may waive the 24 hour requirement. If a request is submitted less than 24 hours in advance, the request must be made via telephone contact with Crew Scheduling over a recorded line with all parties involved agreeing to the trade.
4. A Flight Attendant who has requested a pairing trade or drop will remain responsible for her original pairing until he has been notified that the pairing trade or drop has been approved. Approval of trades or drops submitted no less than 24 hours in advance shall be approved or denied online. Where Crew Scheduling has waived the 24-hour requirement, approval will be by phone over a recorded line.
5. Trip trades must not violate the FARs or any portion of this agreement. Crew Scheduling may require up to a 90-minute buffer when there is a potential for illegality under the FARs or this Agreement. This buffer will not apply to the maximum hours in one duty period FAR. If a trade is not approved, the Flight Attendant will be advised of the non-approval and the reasons for the denial.

6. A Flight Attendant who loses time from her schedule because of a trip trade or drop will have her guarantee adjusted as provided in Article 3 (Compensation) of this Agreement.
7. Partial trip trades or drops, or partial out-of-base trades may be submitted online, but currently require approval or denial by Crew Scheduling. The Company will not be required to assume any additional cost liability (e.g., rooms, deadheading, additional duty or trip time, etc.) that might be associated with such trades or drops, pick-ups of out-of-base open time, or out-of-base trades.

M. General

1. If two Flight Attendants within the same specific equipment are scheduled to fly and report for the same pairing, the Flight Attendant who was awarded or assigned the pairing as part of her monthly bid award will fly the pairing. If the pairing was not awarded or assigned to either Flight Attendant as part of her monthly bid award, the more senior Flight Attendant will choose whether she wishes to fly the pairing. The Flight Attendant not flying the pairing will be considered displaced in accordance with section J. above.
2. A duty period will be considered to have terminated on the same day it commenced should it actually terminate prior to 0200 the following day.
3. On aircraft requiring more than one Flight Attendant, working positions on the aircraft will be chosen by seniority.
4. Flight Attendants based outside of the United States will be subject to this Agreement as provided in Article 1.E.
5. With the concurrence of Crew Scheduling, a Flight Attendant may be released from a last leg to base deadhead, without penalty to her compensation.
6. In the event the flight returning a Flight Attendant to her Domicile on her last day cancels, or, due to unforeseen delay, a Flight Attendant misses her return flight, unless he is needed for a flight assignment from that location, the Flight Attendant shall:
  - a. Be returned to her Domicile following the canceled or missed flight, utilizing the most direct routing (considering time requirements); or
  - b. If there is no eligible flight that day, receive a hotel room and return to her Base the following day on the earliest eligible flight utilizing the most direct routing (considering time requirements); or
  - c. Be released from duty.

7. Under normal circumstances a Flight Attendant will not be required to occupy the Flight Attendant jumpseat on a deadhead flight. If required to occupy a jumpseat, the Flight Attendant will receive full flight pay.
8. Flight Attendants scheduled to perform “ferry” or repositioning flights will receive her full hourly flight pay pursuant to Article 3 Compensation.

ARTICLE 6A  
RESERVE

A. Contact Requirements for All Reserve Flight Attendants

A Flight Attendant on reserve may use a Cell phone at her expense. However, the Flight Attendant is solely responsible for ensuring the quality of service of the Cell phone, and any malfunction of a cell phone is solely the responsibility of the Flight Attendant. The Flight Attendant is also solely responsible for ensuring that she remains within the cell phone's calling area.

B. Reserve Availability

1. Reserve Long Call (RLC)

- a. A Reserve Flight Attendant on RLC is responsible for an assignment that appears on her schedule by 1400 on the day off preceding her block of days on. If there is an assignment the Flight Attendant will self-notify or may call scheduling for the assignment.
- b. The Reserve Availability Period for RLC is from 0430 to 1930 Local Base Time.
- c. Unless otherwise authorized by Crew Scheduling, a Reserve Flight Attendant on RLC must be at a location that allows her to report for duty no later than 12 hours after the initial call to her contact number. She may report earlier if able, but is not required to show earlier than 12 hours after the initial call to her contact number.
- d. A Reserve Flight Attendant on RLC will respond within 1 hour of the initial contact from Crew Scheduling and such time will be included in the call out time required in Paragraph c. above.
- e. A Reserve Flight Attendant on RLC may be changed to a RSC during any call availability period for the following day. Once a Reserve Flight Attendant on RLC is given an assignment or is moved to a RSC she will be on rest and not required to be on call for the Company until the start of the assignment or her RSC availability period (i.e., no earlier than 12 hours following notification).
- f. Notwithstanding Paragraph B.1.d. above, a Reserve Flight Attendant on RLC may inform Crew Scheduling that she will not be at her contact

number for a period of time. The time spent out of contact will not affect the expected report time should the Flight Attendant be assigned to a Trip Pairing (i.e., a Flight Attendant on RLC will still be expected to show as early as 12 hours after the initial call to her contact number).

- g. On the last day of a given block of reserve days, a Flight Attendant on RLC will be released from reserve without penalty to her compensation if not given an assignment to report for duty in accordance with B.1.c. that can be completed within that calendar day.

## 2. Reserve Short Call (RSC)

- a. The Reserve Availability Period for RSC will be identified and designated in the Initial Bid Award and will be a single continuous 12-hour block.
- b. The RSC call-out periods will be designated by the company.
- c. A Flight Attendant on RSC may not be required to be available for more than one Reserve Availability Period in one day.
- d. A Flight Attendant on RSC is to be at her contact number during the entire 12-hour Reserve Availability Period, unless released for a specific period of time by Crew Scheduling.
- e. A RSC will respond within 20 minutes of first contact from Crew Scheduling and such time will be included in the call out time required in paragraph f. below.
- f. A RSC will be subject to a 2 hour call out unless assigned to a domicile where a shorter or longer call-out time has been mutually agreed upon by the Company and the Union. A Flight Attendant will make every effort to report earlier.
- g. A RSC may not be rescheduled from an awarded reserve period to another reserve period without at least 18 hours prior notice to the start of the old or new available period, whichever is earlier. However unless moved with other days or part of an assignment the last day will not be moved later by itself.
- h. On a day off prior to the start of a reserve period, a Flight Attendant on RSC may self-notify or contact scheduling of a trip assignment scheduled to start within her scheduled reserve period for a trip placed on her

schedule by 1200 of that day. Once notified the Flight Attendant will not be required to be contactable the next day until the start of the assignment.

- i. On the last day of a given block of reserve days, a Flight Attendant on RSC will be released from reserve without penalty to her compensation if not given an assignment to report for duty in accordance with B.2.f. measured from the end of the Flight Attendant's Reserve Availability Period.

C. Airport Standby

1. A Reserve Flight Attendant on Airport Standby may be scheduled or assigned for 10 hours of on-premise duty and up to 14 hours of duty including on-premise duty and scheduled flight assignments. If a Reserve Flight Attendant on Airport Standby receives a flight assignment and concludes prior to the 10 hours of on-premise duty, she may be placed back on Airport Standby reserve for the remainder of her 10 hour on-premise duty.
2. A Reserve Flight Attendant on Airport Standby will accrue flight credit according to Article 3 (Compensation).
3. A Reserve Flight Attendant on Airport Standby may be required to fly a trip that remains overnight and should be prepared to work as many reserve days as are left in her current sequence.
4. A Reserve Flight Attendant will not be required to be on Airport Standby in an airport which is not a base for the Company.
5. Airport Standby will only be assigned at airports with a Company-designated Airport Standby lounge area. An Airport Standby lounge area will have comfortable seating, no public access, and noise and lighting can be limited.
6. The Airport Standby assignments will be equitably allocated among the available RSC in reverse seniority order, and prior to the start of her reserve availability period for that day.

D. All Reserve Flight Attendants

1. A Reserve Flight Attendant will not be required to be available for duty assignment on a day off or during a rest period, but will be required to be available during her Reserve Periods.



2. A Reserve Flight Attendant will not be required to start a Reserve Availability Period with less than the minimum rest required by Article 24 (Hours of Service).
3. A Reserve Flight Attendant may not be moved out of her Base to sit reserve, unless no more than 2 Reserve Flight Attendants remains net available in the position to which she is moved.
4. A Flight Attendant assigned to sit out of base reserve will be paid per diem and will be provided with hotel accommodations for multi-day assignments. A Flight Attendant on a multi-day out of base reserve assignment will not exceed 4 consecutive days of reserve availability away from her permanent base. A Flight Attendant may be assigned a trip pairing during her out of base reserve availability periods, provided that the Flight Attendant is scheduled to return to her permanent base by 2359 on the last day of his originally scheduled reserve block. An out-of-base reserve will follow the same contractual requirements as an in-base reserve. If the out of base reserve elects to designate a contact number different from the number she has on file with the Company, she will notify crew scheduling of the alternate contact number (e.g., a telephone number at the hotel). A Flight Attendant sitting out of base is subject to the contact requirements of a RSC in base.

E. Reserve Utilization

1. Crew Scheduling will use the following priority when assigning Reserve Flight Attendants to open Trip Pairings; assign open Trip Pairings to Reserve Flight Attendants on a First In-First Out basis (i.e. assigned first to the Flight Attendant who completed her last Trip Pairing earliest) so long as all factors are equal (e.g., the same number of available days, position, etc.).
2. Between 72 and 48 hours before the start of an available trip a reserve may request to be assigned the trip. If she is the most senior reserve available and all factors are equal in paragraph 1. above she will be assigned the trip, regardless of First In-First Out status.

A Reserve Flight Attendant who is assigned a trip pairing, if removed from the assignment or upon completion of his assignment, will either be given additional duty, or remain on call in accordance with the following table:

<u>Time Remaining of Original Callout Period</u>	<u>Hours of Remaining Availability</u>
0 to 59 minutes	0
1 to 2:59	1
3 to 4:59	2
5 to 6:59	3
7 to 9:59	4
10+	5

F. Reserve Duty - General

1. Reserve Flight Attendants may trade like reserve periods (e.g. long vs. short) amongst same Position.
2. The Company will make an assignment to a Reserve Flight Attendant as far in advance as practical but no earlier than 7 days prior to allow Flight Attendants the opportunity to pick up Open time. At the time it is made, the assignment must be scheduled to commence within the Flight Attendant's reserve period.
3. The Company may not reassign a RSC Flight Attendant to rest during her scheduled Reserve Availability Period.
4. Hotel Reservation information (including hotel name, phone number, and confirmation number) shall be made known to the Reserve Flight Attendant prior to any assignment or as soon as practicable.
5. If a Reserve Flight Attendant is given an assignment, either during or in advance of her Reserve Availability Period, she will not be required to be available for the portion of the reserve period prior to the report time of such flight assignment.
6. A Flight Attendant on reserve may not be assigned to a flight assignment that is scheduled to exceed 14 hours of duty from report time.
7. When a reserve Flight Attendant is given an assignment (prior to her reserve call-out period), her duty time for pay and rest will commence at the scheduled report time of the assignment. When a Flight Attendant is given an assignment during her available call out period, her duty time for rest calculation will commence at the beginning of her availability in that period and at the start of the assignment for pay purposes.

8. For the purposes of calculating days off, a reserve day will be considered a day of work. The Company will not move days off once awarded. A Flight Attendant on reserve who is reassigned to a RON per Article 6.K.5. that extends into a day off will be given the option of receiving day off pay pursuant to Article 3, or having that day off restored in the current or following month.
9. In the bid award, the Company may schedule a /Reserve line holder for up to ten (10) airport standby reserve days. If the Company later determines that it needs additional airport standby reserves, it may assign a reserve line holder to serve additional airport standby reserve duty in accordance with this Article and will compensate such Flight Attendant at the rate of twenty-five dollars (\$25.00) for each additional Airport Standby Day assignment above ten (10).
10. When a Reserve Flight Attendant completes a reserve assignment, she must contact crew scheduling for release or a new assignment, or remain on reserve per the table in A.E.3 above.

## ARTICLE 7

### VACANCIES

#### A. System Bids

1. Flight Attendants must submit system bids indicating order of preference for domicile vacancies. The Company may require Flight Attendants to submit new or updated system bids prior to any circumstances that may cause the existing bid to become outdated (e.g. domicile closures, domicile openings or other substantial operational changes, etc.). A System Bid notice will be posted for no less than 7 days to afford the FA the opportunity to change their system bid. The effective date of the bid award will be a minimum of 14 days from the posting date of said award.
2. A Flight Attendant may change her system bid at any time by submitting a new system bid to the Company. A Flight Attendant must bid on an approved format submitted to the Company electronically using FLiCA (or its replacement) or by other means mutually agreed upon.
3. A new hire flight attendant will submit her initial system bid on the form provided in initial training. This form will be used for her initial domicile assignment. Any system bid changes thereafter must be submitted as required in A.2 above.

#### B. Monthly Vacancies

1. The Company will determine when a vacancy exists. When a vacancy bid is posted, it will close no earlier than seven (7) days after posting.
2. Replacement positions due to attrition, backfill and new hire awards will be awarded using bids on file as of 0001 on the 1<sup>st</sup> of each month. These awards will be posted no later than the 7<sup>th</sup> of each month.

#### C. Awarding and Assignment of Vacancies

1. Awards will be posted by 1700 hours four (4) business days after the closing of the bid.
2. The Company will not normally post-secondary, tertiary, etc., vacancies caused by filling primary vacancies.
3. Bids for vacancies will be awarded in order of seniority using system bids on file

as of the date bidding is closed.

4. If no Flight Attendant bids a vacancy, the Company may assign a Flight Attendant to that vacancy in reverse order of seniority.
5. The Company will determine the effective date of an award which may be changed provided adequate notice is given and the change is not made for arbitrary reasons. The Company may cancel an award at any time before its effective date.
6. A Flight Attendant awarded a vacancy will fill the vacancy upon the effective date of the award.

#### D. Domicile Swaps

Flight Attendants requesting a mutual domicile swap must submit a request in writing to the Company no later than the 0900 on the 25th of the month. Valid domicile swap requests will be granted to the Flight Attendants requesting the swap and will become effective at the beginning of the first bid period for which the flight attendant can submit a timely bid after the 7 day objection period. Approval of a swap is subject to the following:

1. A senior Flight Attendant in the same base and certificate as either of the Flight Attendants requesting the swap may object to the proposed swap by submitting her objection via email to Crew Planning before the stated deadline. For an objection to be valid, the objector must be eligible for a base swap and will make the trade in lieu of the junior Flight Attendant.
2. If the legitimate protest stands, the remaining Flight Attendant may withdraw the request and no swap will be awarded.
3. Flight Attendants may not request domicile swaps between entities with separate operating certificates.

#### E. Temporary Vacancies

1. A temporary vacancy will be any vacancy anticipated to exist for less than ninety (90) days.
2. When the Company decides to fill a temporary vacancy, it will, if practicable, fill such vacancy from among qualified Flight Attendants in seniority order who have expressed a desire to fill a temporary vacancy, regardless of domicile. If the vacancy remains unfilled, the temporary vacancy will be assigned to a reserve Flight Attendant in reverse seniority order, insofar as may be practicable.
3. A Flight Attendant filling a temporary vacancy will be paid per diem and

expenses in accordance with this Agreement, through the duration of the temporary vacancy.

F. Transfer Between Entities

1. The timing of the grant of a vacancy bid to transfer to a different entity will be based upon there being an available training class within the new entity, and an available training class to train the back-fill flight attendant, if required.
2. First Transfer – A new hire flight attendant may bid for a vacancy at another entity after completing one year of active service, provided she is not on a final disciplinary warning.
3. Second and Subsequent Transfers – A Flight Attendant who has transferred entities may subsequently bid for a vacancy at another entity after completing two (2) years of active service at the entity from which she wishes to transfer, provided she is not on a final disciplinary warning.
4. Involuntary Displacement Transfers – A Flight Attendant who is involuntarily displaced to another entity may subsequently bid for a vacancy at another entity provided she has completed one year of active service at the entity to which she was displaced. Subsequent transfers will be governed by F.2.above.

G. All times referred to in this Article are local time at the Company's headquarters.

## ARTICLE 8

### INFLIGHT SUPPORT SPECIALISTS

#### A. General

An Inflight Support Specialist is defined as a Flight Attendant who has applied and been selected to perform special duties as outlined below.

#### B. Duties

1. Initial Operating Experience
2. Inflight support evaluations
3. Ground support evaluations
4. FPOC Calls
5. Conference Calls
6. Other ISS duties as defined in the ISS manual
7. OE, Inflight Support Evaluations and Ground Support Evaluations shall be conducted only by qualified Inflight Support Specialists on the Flight Attendant Seniority List or qualified Inflight management.
8. The performance of Inflight Support Specialist duties by Flight Attendants on the seniority list shall not cause those Flight Attendants to become Management Employees.

#### C. Selection and Retention of Inflight Support Specialists

1. The selection and retention of Inflight Support Specialists shall be at Company discretion but consistent with the following criteria:
  - a. A total of one year Flight Attendant experience, with at least nine of those months with a Republic Airways Holdings carrier covered by this agreement.
  - b. Must be a non-probationary Flight Attendant.
  - c. A consistent record of adherence to Company policies and procedures.
  - d. 90% or better on the first attempt on their most recent recurrent test.
  - e. No written warning or disciplinary suspension in the prior twelve (12) months.

2. The Retention of Inflight Support Specialists shall require the successful completion of a standardized Inflight Support Specialist course, annual recurrent class, and competence check, if applicable, in addition to the requirements in the above paragraph B.1.a-e.
3. Flight Attendants who are not selected will have the option to reapply at a later date.

D. Scheduling

1. An Inflight Support Specialist may bid her schedule based on her seniority.
2. An Inflight Support Specialist will not be involuntarily rescheduled to perform duties on her days off with the exception of FPOC and conference calls.
3. When an Inflight Support Specialist is scheduled to report to perform any of her Inflight Support Specialist duties at a location other than her base, she will be provided space positive travel from her base. Upon reasonable advance request, Crew Scheduling will arrange positive space travel from another mutually agreed location.
4. The Company will equitably distribute assignments among Inflight Support Specialist, taking into account availability and training scheduling requirements.

E. Compensation

1. An Inflight Support Specialist will be compensated at the rate of \$10.00 per hour in addition to her rate of flight pay anytime she is performing Inflight Support Specialist duties except IOE, in which case she will be compensated \$11.00 per hour. An ISS who performs duties not defined in the ISS manual will be compensated at her regular base rate of pay for such duties.
2. An Inflight Support Specialist removed from trips to perform flying or non-flying Inflight Support Specialist duties will be paid and credited for the greater of the value of the missed trips or at the value of the assignment she performs.
3. When the Company schedules an Inflight Support Specialist for non-flying Inflight Support Specialist duties prior to the opening of the Bid Period, the Flight Attendant will receive five (5) virtual credit hours as defined in Article 6 (Scheduling).
4. An Inflight Support Specialist performing non-flying Inflight Support Specialist duties on a day off will be compensated at the Inflight Support Specialist rate at a minimum of four (4) hours or at a rate of one (1) hour for every two (2) hours of duty, whichever is greater.
5. An Inflight Support Specialist, who is required to travel away from her base for the purpose of meeting, training, or any other Inflight Support Specialist duties, will be provided single occupancy rooms in accordance with Article 4 (Expenses).
6. An Inflight Support Specialist will be compensated one (1) hour at the ISS rate of pay, per conference call held.



7. An Inflight Support Specialist will also receive 30 minutes (.5 hours) at her ISS rate of pay for each completed IOE candidate in any given month. It is understood that this amount is compensation for FPOC calls made in regard to such IOE candidate. The ISS will request FPOC compensation, in a timely manner, on a supplemental pay request to Crew Pay on a monthly basis.

F. Expenses

An Inflight Support Specialist will receive expense per diem in accordance with Article 4 (Expenses) when performing duties.

## ARTICLE 9

### SENIORITY

- A. A Flight Attendant's seniority shall be assigned on the Flight Attendant's graduation from new hire training. Upon successful completion of Flight Attendant training, a new hire Flight Attendant will be assigned a seniority date equal to their date of hire in the new hire Flight Attendant training program. When two (2) or more Flight Attendants have the same date of hire, they shall be placed on the seniority list according to the last four (4) digits of their social security numbers, i.e., the lowest number shall be the most senior. A Flight Attendant's pay shall commence on date of hire. Except as otherwise specified in this Agreement, all Flight Attendants shall be full time employees of the Company.
- B. A Flight Attendant shall lose her seniority if any of the following occurs:
1. Voluntary resignation;
  2. Discharge for just cause;
  3. Failure to report for duty at the expiration of a leave of absence;
  4. Failure to report for duty after recall from furlough in accordance with Section 11.
  5. Transfer to a management position outside the scope of this Agreement for two (2) years of active service or more or as otherwise provided for in this Agreement.
  6. Transfer to any other position within the Company outside the scope of this Agreement for one (1) year of active service or more or as otherwise provided for in this Agreement.
- C. Seniority shall prevail at all times in matters concerning equipment bids, reductions, recall, base bidding assignments (except for new hire base assignments), upgrades, transitions and vacations, or except as otherwise specified in this Agreement.
- D. A current seniority list will be posted and available on the company's intranet website concurrent with the posting of initial bid package but no later than the 15<sup>th</sup> (fifteenth) of each month and made available for posting on the union bulletin boards at each Flight Attendant domicile. Any alleged error or omission affecting a Flight Attendant's seniority on any list must be protested by the affected Flight Attendant, in writing, within thirty (30) days of the posting. A Flight Attendant making no protest within the time specified may not thereafter protest the alleged error or omission on the disputed list or any subsequent list.

- E. A Flight Attendant will be on probation for the Flight Attendant's first nine (9) months of active service with the Company.
- F. A Flight Attendant in training shall not be entitled to utilize the provisions of Article 18 until successful completion of training and OE
- G. In accordance with provision C above, new hire base assignments shall be determined by the following criteria:
  - 1. Flight Attendants already living in a city that is currently a base will be given first consideration for that base. When the number of Flight Attendants meeting this provision exceeds the number of vacancies in that base, available base assignments shall be made in seniority order.
  - 2. After all base assignments are made in accordance with provision G.1. above, all other base assignments shall be made in seniority order.

## ARTICLE 10

### TRAINING

#### A. General

1. The Company will, consistent with applicable FAR and Company procedures, establish training requirements for all required Flight Attendant training.
2. No Flight Attendant shall be required to pay for the use of any Company equipment or equipment outside the Company that is required for training.
3. A Flight Attendant removed from duty for retraining or reexamination shall lose no more than three (3) days of pay.

#### B. Recurrent Training Bidding

1. The Company will post all recurrent training dates, if any, for bid in the monthly bid package. A Flight Attendant who will be in her prior or due month in the month being bid may bid on available recurrent training dates.
  - a. Such bids will be awarded in seniority order, provided that:
    - i.) awarding the bid does not result in a conflict with other duty;
    - ii.) seniority notwithstanding, a Flight Attendant in her due month will have bidding priority over a Flight Attendant in her prior month;
    - iii.) a Flight Attendant in her due month who has not made a successful bid for a recurrent training date, or who is in her grace month, may be assigned a recurrent training date.
    - iv.) Upon implementation of a Preferential Bid System, recurrent and all other training dates will be posted and awards published in the final bid award in the month prior to the training date. (Example: A Flight Attendant who is due for recurrent in October will bid in August for training in October. Concurrent with the September bid award, October training dates will also be awarded.)
2. A Flight Attendant assigned to training will be so notified at least five (5) days prior to commencement of training unless shorter notice is required because of regulatory agency or aircraft manufacturer directive. Such notice may be waived by the Flight Attendant.
3. If the Company finds it necessary to move a Flight Attendant's recurrent date

and/or to assign her to a training date due to operational reasons (e.g., loss or reduction of training staff, an excess of Flight Attendants who require training, etc.), the Company will make reasonable efforts to accommodate Flight Attendants' preferences for training dates.

C. Traveling to and from domicile.

1. Travel to a training event away from a Flight Attendant's base will be "positive space must ride" or crew movement if available under applicable pass policy over the most direct route possible.
2. The Company is solely responsible for arranging travel for any Flight Attendant attending a training event away from her domicile. The Company will consider any personal schedule conflicts brought to its attention by the Flight Attendant regarding the day of travel and will make an effort to work with the Flight Attendant to come up with an accommodating travel itinerary for the scheduled day of travel.

D. Scheduling of Training

1. Training will not be scheduled for more than six (6) consecutive days followed by twenty-four (24) consecutive hours free of duty.
2. A Flight Attendant shall not be required to attend training for more than ten (10) hours a day, no more than eight (8) of which shall be classroom hours.
3. Total in class training hours will be considered duty time and will not be considered a rest period for the purposes of Article 24 (Hours of Service).
4. A Flight Attendant in recurrent training will be provided a rest period of at least nine (9) hours between ground school sessions.
5. The Company will use its best efforts not to schedule any ground school training between the hours of 0130 and 0700.
6. A new hire Flight Attendant on OE Training may request additional training or request a change of Check Flight Attendant.
7. Holidays
  - a. The Company will attempt not to schedule training, other than OE and line checks, on Thanksgiving, Christmas, or New Year's Day, no later than 1300 on Christmas Eve or New Year's Eve nor to begin prior to 1000 the day after Christmas or New Year's Day.
  - b. To accommodate travel to return a Flight Attendant to her domicile from training the company will attempt to have the schedule be completed by 1700 on Christmas Eve or New Year's Eve. Travel to return a Flight Attendant to

training from her domicile will not be scheduled to commence prior to 0700 on the day after Christmas or the day after New Year's Day.

8. Union observance

- i. The Chief Steward, her designee, or a member of the Flight Attendant Professional Standards Committee, either of whom shall be an employee of the Company, may observe any ground-based training. Such observation shall be without pay and shall not interfere with the conduct of the training.

## ARTICLE 11

### REDUCTION IN FORCE OR FURLOUGH

- A. Prior to any involuntary reduction in force, the Company will offer time off without pay in accordance with paragraph H. of this Article.
- B. The Company will provide at least fourteen (14) days written notice of any force surplus requiring a reduction in the number of Flight Attendants in a particular domicile. Such notice will be sent via USPS Certified/Return Receipt Requested, or equivalent, to the address on file and in accordance with paragraph E. 2. below, and/or by hand delivery with a signed receipt.
- C. A Flight Attendant holding an award in the surplus domicile shall be displaced in inverse order of seniority. All furloughs and displacements shall be from among all Flight Attendants appearing on the most accurate and up-to-date seniority list and without regard to a Flight Attendant's probationary status.
- D. A displaced Flight Attendant may:
  - 1. Displace the most junior Flight Attendant in the system, or
  - 2. Fill any vacancy in accordance with Article 7 of this Agreement.

If there are multiple Flight Attendants displacing junior Flight Attendants at more than one domicile, the displacing Flight Attendants may elect which of those available domiciles to displace into in seniority order.

- E. Notification of Furlough.
  - 1. When a Flight Attendant is to be furloughed, she will be given fourteen (14) days notice from the Company, or pay in lieu thereof, via USPS Certified/return receipt requested, or equivalent, or by hand delivery with a signed receipt, unless the furlough occurs as a result of conditions beyond the Company's control, such as a curtailment or reduction in operation because of fire, flood, storm or similar acts of God, strikes, Company bankruptcy, catastrophic air accidents that have a direct effect on the Company's business, grounding of a fleet type, or similar occurrences. In such cases, the Company will give as much notice as possible. Copies of all furlough or recall notices

will be sent to the Chief Steward and the Union.

2. A furloughed Flight Attendant will file her current address and telephone number with the Company and will advise the Company, in writing, of any changes within seven (7) business days of a change.

F. Furlough

1. Flight Attendants will be furloughed in inverse order of seniority.
2. A Flight Attendant who is furloughed will retain and continue to accrue seniority, and will accrue longevity for a period of sixty (60) days.
3. An eligible furloughed Flight Attendant will be recalled in seniority order prior to the Company hiring additional Flight Attendants.
4. Prior to effecting a furlough, Flight Attendants will be encouraged to take earned vacation or a personal leave of absence to prevent furlough.
5. Flight Attendants who are granted a personal leave of absence during periods of furlough will continue to accrue seniority.
6. Flight Attendants who are involuntarily furloughed shall advise the Company in writing of their election to be paid off for all accrued but untaken vacation at the time of furlough, or may elect to be paid off at a later date during the period of furlough upon written notification to the company, or upon separation of employment.
7. No Flight Attendant may be displaced by a more junior Flight Attendant.

G. Recall from Furlough

1. Recall notices will be sent by the Company via USPS certified/return receipt requested, to the last known address the Company has on file for the Flight Attendant. The Company may notify more Flight Attendants than the number being recalled to identify those who will accept or bypass recall.
2. A recalled Flight Attendant must notify the Company of acceptance or bypass within seven (7) days after the receipt of the recall notice or will be considered to have resigned from the company and will forfeit her place on the seniority list. Notice to accept recall or bypass shall be in writing and sent via email, Telecopier or United States Postal Service or equivalent. It shall be the responsibility of the Flight Attendant to verify receipt by the Company. The Flight Attendant may revoke notice of bypass using the same method, to be affective prospectively upon receipt by the Company.



3. A Flight Attendant may bypass recall until all of the furloughed Flight Attendants junior to her have been recalled. If an insufficient number of Flight Attendants accept recall, the Company shall notify furloughed Flight Attendants in reverse seniority order that recall is mandatory. Such Flight Attendants must report to active service within seven (7) days of receipt of the mandatory notice. The Company may, at its discretion, extend this period.
4. A furloughed Flight Attendant will be allowed fourteen (14) days after receipt of a notice of a recall to report for duty at the point specified by the Company. The Company may, at its discretion, extend this period.
5. A Flight Attendant who returns from furlough mid-month shall have her days off and pay guarantee computed on a pro-rata basis.
6. A Flight Attendant who is furloughed will retain Company Pass Benefits for ninety (90) days following the effective date of furlough.

#### H. Time Off Without Pay

When the Company intends to furlough one or more Flight Attendant(s) involuntarily, it will offer voluntary time off without pay to a like number of Flight Attendants in seniority order within the domicile(s) where the Company is overstaffed. Such Flight Attendants may request time off without pay in writing for a specified duration. The Company will grant such requests, in writing, specifying the authorized duration of the leave which may be less, but not more, than the duration requested by the Flight Attendant. A Flight Attendant who accepts voluntary time off without pay will continue to accrue seniority but will not accrue longevity or benefits. Such Flight Attendant may continue her medical insurance in accordance with COBRA. The Company may, but is not required to, allow the Flight Attendant to return early from the leave, but the Flight Attendant will not be required to return to work before the leave has expired. A Flight Attendant may request an extension of the leave in writing which may be granted by the Company in writing. Immediately after the expiration of a leave of absence granted under this paragraph, a Flight Attendant will return to the domicile where she was assigned immediately prior to the leave. If the domicile no longer exists or the Flight Attendant is no longer senior enough to hold said domicile the Flight Attendant will be considered displaced and moving expenses will be allowed in accordance with Article 5 of this Agreement. Additionally, the Flight Attendant may elect to displace the least senior Flight Attendant in the system or fill any vacancy in accordance with Article 7 of this Agreement. Flight Attendants electing to take Time Off Without Pay in accordance to this paragraph will retain Company Pass Benefits for ninety (90) days or the period of their leave, whichever is shorter.

## ARTICLE 12

### LEAVES OF ABSENCE

#### A. Personal Leave

##### 1. General

- a. A Flight Attendant may request a personal leave of absence by completing a Request for Leave of Absence form and submitting it to the Benefits Department no later than thirty (30) days before the bid closing for the month in which the leave is requested to begin. A Flight Attendant must have been continuously employed for one (1) year before a request will be considered.
- b. The grant or denial of a request for a personal leave of absence shall be at the sole discretion of the Company, for a period not to exceed ninety (90) days or such other period as may be extended by mutual agreement between the Company and the Flight Attendant.
- c. While on leave of absence the Flight Attendant may elect to continue health and life insurance benefits, provided the Flight Attendant pays the full monthly premiums to the Company.

##### 2. Seniority

A Flight Attendant will retain and continue to accrue seniority while on personal leave.

##### 3. Longevity

A Flight Attendant will accrue longevity for the first thirty (30) days of personal leave, but not thereafter.

#### B. Medical Leave

##### 1. General

- a. Medical leaves of absence will be allowed for disability due to sickness, injury, or pregnancy upon receipt of written verification of the disability from a qualified medical doctor. Medical leave will be requested by submitting a Request for Leave of Absence to the Benefits Department as soon as possible after the reason for the leave is known. Medical leave will

not exceed four (4) years. A Flight Attendant on a medical leave must submit a letter from his doctor stating whether or not she is able to perform his Flight Attendant duties each year within sixty (60) days of the anniversary date of the leave.

- b. Flight Attendants on medical leave must draw full pay until accrued paid sick leave is exhausted. Flight Attendants may draw from accrued vacation leave at their option, subject to Section G. below.
- c. The Company shall continue to provide health and life insurance benefits for a period of up to ninety (90) days after the Flight Attendant has exhausted her paid sick leave. The Flight Attendant may elect to continue health and life insurance benefits, provided the Flight Attendant pays the full monthly premiums to the Company.
- d. The Company may offer a non-flying position to any Flight Attendant who can no longer perform his job due to loss of medical.

2. Seniority

A Flight Attendant on medical leave will retain and continue to accrue seniority.

3. Longevity

A Flight Attendant will accrue longevity during the first ninety (90) days of medical leave, but not thereafter.

C. Military Leave

1. General

A Flight Attendant will be granted military leave for military service or reserve duty in accordance with applicable federal law. Military leave must be requested by submitting a Request for Leave of Absence form to the Benefits Department as soon as practicable after the Flight Attendant becomes aware of the military duty for which the leave is requested.

2. Eligibility

Return from military leave of absence shall be in accordance with applicable law.

3. Seniority and Longevity

A Flight Attendant's seniority and longevity will continue to accrue during military leave.

4. Vacation

Flight Attendants taking military leaves greater than ninety (90) days, may elect to take unused earned vacation, operational requirements permitting, or alternatively may elect to be paid for such vacation.

D. Family Leave of Absence

The Company will grant leaves in accordance with the Family and Medical Leave Act of 1993 and all statutory amendments. Bases with less than fifty (50) employees will also be covered by the Act. While on Family Leave the Flight Attendant will continue to accrue seniority/longevity and all benefits, without interruption and at no added cost. Flight Attendants on Family Leave will have the option to draw full pay until sick leave accumulation and vacation accumulation are exhausted. Upon return from Family Leave said Flight Attendant will have the option to return to the position and domicile held prior to said leave, or any vacancy in accordance with her seniority.

E. Bereavement/Emergency Leave of Absence

1. In the event of a death in a Flight Attendant's immediate family, the Flight Attendant shall immediately notify the Director of Inflight or her designee and be granted up to five (5) consecutive calendar days with pay. Such days off must commence within seven (7) days of the triggering event. Immediate family shall be defined as a Flight Attendant's mother, father, step-parent (current legal), spouse, domestic partner (provided affidavit is on file), parents of a domestic partner, child or step-child. Three (3) consecutive calendar days with pay, commencing within seven (7) days of the triggering event, will be granted in the event of death of a Flight Attendant's brother, sister, mother-in-law, father-in-law or grandparent. Upon request, bereavement leave may be extended for a mutually agreed period, either without pay or with pay charged against a Flight Attendant's vacation.
2. In those cases when a Flight Attendant needs time off for emergency situations not otherwise provided for in this Article, she shall, to the extent feasible, use her seniority to bid a schedule which has those days off. When this is not possible because the need for the absence is not known when monthly schedules are being bid or finalized, the Flight Attendant will, subject to the needs of the service, be granted emergency leave without pay, unless the Flight Attendant wishes to use accrued and unused vacation time to receive pay for the absence. Requests for emergency leaves will be submitted to the Director of Human Resources.

F. Union Leaves

1. Indefinite Union Leave

At the request of the Union, with advance notice given prior to bidding for the

month in which the leave is requested to commence, a Flight Attendant shall be granted an indefinite Union leave of absence without pay to accept employment with the Union. While on such leave, the Flight Attendant shall continue to accrue seniority and longevity, and be covered by Company insurance, which will be reimbursed to the Company by the Union. The Flight Attendant will maintain all other benefits covered by this Agreement and may continue to be an eligible participant in the 401(k) plan. However, an employee may only contribute to the 401(k) plan through an elected deferral on eligible earnings paid by the Company. No more than two Flight Attendants shall be permitted an indefinite Union leave at one time, except with Company approval. A Flight Attendant on Union leave will be allowed to fly when necessary to remain current as a Flight Attendant.

2. Short Term Leave

At the request of the Union, the Company will, subject to the needs of the service, release Flight Attendants for the purpose of conducting union business. Requests for release must be submitted in writing to the Manager of Inflight at least seven (7) days before the requested day(s) off. The Company may waive the seven (7) day requirement. Trips dropped to accommodate such leaves will be placed in open time unless the Company elects to assign such trips to reserves.

3. Reimbursement for Flight Pay Loss

a. Scheduled Line Flight Attendants: The Union will reimburse the Company at the full hourly rate applicable to that Flight Attendant, plus 23% to cover the cost of benefits, FICA, etc., for each day he or she is on leave only for the scheduled time dropped.

b. Reserve Flight Attendants: The Union will reimburse the Company at the full hourly rate applicable to that Flight Attendant, plus 23% to cover the cost of benefits, FICA, etc., using the formula of four (4) hours for each reserve day dropped.

4. The Union agrees to reimburse the Company within thirty (30) days after receipt of the Company's bills. Such billings shall be submitted to the Union no later than forty-five (45) days following the month in which the flight pay loss was incurred.

5. A Flight Attendant will continue to accrue all seniority and longevity credit while on Union leave.

G. Draw Priority of Accrued Sick and Vacation Leave

1. A Flight Attendant on medical or maternity leave must first exhaust her accrued sick leave before drawing accrued vacation leave.

2. A Flight Attendant may elect to cover an FMLA leave absence with accrued

vacation leave before exhausting accrued sick leave provided she promptly notifies the Company of her desire to do so.

#### H. Return from Leaves of Absence

1. Return from FMLA covered leaves or from military leaves of absences will be governed by applicable law.
2. Flight Attendants returning from other leaves of absences of ninety (90) days or less will be returned to the position they held at the commencement of the leave.
3. Flight Attendants returning from other leaves of absence of more than ninety (90) days will be returned to any position to which their seniority would entitle them.
4. A Flight Attendant who, at the conclusion of a leave of absence, is not current and qualified to hold the position to which he is returning shall be placed in the first available training class for that position.

#### I. Jury Duty Leave

1. A Flight Attendant shall provide the Manager of Inflight with a copy of the summons or notice of jury duty immediately upon receipt of such documents. A Flight Attendant shall concurrently provide the Company with authorization to intercede with the appropriate authorities for the purpose of removing her from jury duty.
2. A Flight Attendant who is required to serve on jury duty shall be granted a leave of absence for that purpose.
3. A Flight Attendant who is called for jury duty shall be paid four (4.0) hours at her applicable hourly rate for each scheduled duty or reserve day lost to jury duty. The Application of this provision shall not cause the Flight Attendant to receive less than her minimum monthly guarantee for the month in which scheduled duty or reserve days are lost to jury duty. Such jury duty leave pay shall be offset by any amount the Flight Attendant receives from the court.
4. Immediately upon release from jury duty, a Flight Attendant shall notify the Company of her availability for flying status.
5. A Flight Attendant on jury duty leave shall continue to accrue seniority, longevity and all benefits as if she had been in active service.

#### J. Pass Privileges

While on a leave of absence, a Flight Attendant's pass privileges will be governed by published Company policy.

## ARTICLE 13

### PHYSICAL STANDARDS

The physical standards required of a Flight Attendant shall be no less than the standards established by the FAA. A Flight Attendant shall maintain the ability to perform all required duties.

ARTICLE 14

INSURANCE AND OTHER BENEFITS

A. The Company shall provide each Flight Attendant with a life insurance policy after ninety (90) days of service. The Company shall pay one hundred percent (100%) of the premium for this coverage.

1. Flight Attendant Life Insurance:

Two (2) times the basic annual earnings, rounded to the next higher \$1,000. to a maximum of \$250,000.

2. Accidental Death and Dismemberment:

Two (2) times the basic annual earnings, rounded to the next higher \$1,000. to a maximum of \$500,000.

3. Dependent Life Benefits:

Spouse:		\$5000
Children:	0-8 days	\$0
	8-days-6mo	\$1000
	6mo-19yrs	\$2500

B. The Company will provide health insurance:

1. For the Flight Attendants covered by this agreement on the date of signing and qualifying dependents, the benefits of which shall not be less advantageous than the existing program coverage and benefits.

a. Should the cost of such insurance increase, the Company may require greater contributions from Flight Attendants. In no event will the employee contributions increase more than \$20 per pay period in each plan year for single coverage, \$25 for employee and spouse, and \$30 for family coverage.

2. For all Flight Attendants hired after the date of signing of this agreement and qualifying dependents, the employee cost and benefits of which shall be no less advantageous than the benefits program provided to any other employee group for health, dental and vision benefits.

C. The Company will provide preventative care as prescribed below:



1. Children wellness care
  2. Annual PAP and mammogram exams for women
  3. Annual PSA exams for men in accordance with recommendations within the medical plan document (e.g. age requirement).
- D. Upon request, the Company will provide the Chief Steward and the Union with copies of Master Insurance Contracts for each policy required under the terms of this Agreement.
- E. The Company will provide a 125 Flexible Benefits Plan to all Flight Attendants, the benefits of which shall not be less advantageous than that provided to all other associates.
- F. The Company will provide retirement benefits (i.e., 401(k)) to all Flight Attendants. Flight Attendants under this agreement will receive:
1. For a Flight Attendant whose longevity is six (6) years or less, the Company will match one hundred percent (100%) of the first two and one-half percent (2.5%) contributed by the Flight Attendant;
  2. For a Flight Attendant whose longevity is more than six (6) years and less than thirteen (13) years, the company will match one hundred percent (100%) of the first four percent (4%) contributed by the Flight Attendant;
  3. For a Flight Attendant whose longevity is thirteen (13) years or longer, the Company will match one hundred percent (100%) of the first six percent (6%) contributed by the Flight Attendant.
- G. The Company will provide a vision plan for the Flight Attendants on the seniority list as of the date of signing of this agreement. For Flight Attendant and qualified dependents, the plan will cover one yearly exam plus up to one hundred twenty dollars (\$120) annual allowance for lenses, contacts or frames. The plan for Flight Attendants and qualified dependents will be no less advantageous than the program offered to other employee groups.
- H. The Company shall pay for dental plan coverage for single Flight Attendants on the seniority list as of the date of signing of this agreement, for sixteen and one-half dollars (\$16.50) per month towards the cost of family coverage. The plan for Flight Attendants and qualified dependents will be no less advantageous than the program offered to other employee groups.
- I. The Company will include the Flight Attendants in any profit sharing plan, bonus and incentive programs offered to all other non-management employees.
- J. Stock Purchase

Should the Company develop an employee stock purchase program, the Flight Attendants will be able to participate at the same level as management and other eligible Company employees.

## ARTICLE 15

### TRANSFER TO POSITIONS NOT COVERED BY THIS AGREEMENT

- A. A Flight Attendant who accepts a managerial position outside the scope of this Agreement shall retain but not accrue longevity and seniority for two (2) years of active service. At the expiration of two (2) years the Flight Attendant's name shall be removed from the Flight Attendant seniority list.
- B. A Flight Attendant who accepts or who has previously accepted a position within the Inflight Training Department outside the scope of this Agreement shall retain, but not accrue, her longevity and seniority.
- C. A Flight Attendant who accepts a position within the Company outside the scope of this Agreement not covered in Sections A or B above shall retain, but not accrue, longevity and seniority for one (1) year of active service. At the expiration of one (1) year the Flight Attendant's name shall be removed from Flight Attendant seniority list.
- D. For a period of sixty (60) days following ratification of this Agreement, any Manager/Supervisor who previously flew the line, may return to the line and retain, but not accrue, her original seniority and longevity on the Master Seniority List. The Manager/Supervisor must request to be returned to the line within sixty (60) days of the ratification of this Agreement with an effective date no later than ninety (90) days after the date of the request. Such Manager/Supervisor may not perform any Company business except for Flight Attendant duties for a period of six (6) months of active service after returning to the line.

ARTICLE 16

MISCELLANEOUS FLYING

- A. Flight Attendants may not fly commercially outside the Company.
- B. The Company will not transfer any Company aircraft to, or schedule any Flight Attendant to fly any trips for, airlines that are on strike unless mutually agreed to by the Company and the Union.
- C. The Company will not transfer aircraft to a subsidiary or alter-ego for the purpose of avoiding the terms of this Agreement.

## ARTICLE 17

### NOTICES TO FLIGHT ATTENDANTS

All notices to Flight Attendants involving domicile assignment, promotion, demotion, furlough, leaves of absence, bulletins, and memo's, etc., to Flight Attendants shall be stated in writing. Such items that are intended for all Flight Attendants will be available over the company's intranet website. Access to the company's intranet website, or other communications medium by which all Flight Attendants have access to the above information, shall be provided to the Union's Business Representative and his designee. Such access to information will be the same as that provided to all Flight Attendants covered by this Agreement.

## ARTICLE 18

### RESOLUTION OF DISPUTES

#### A. Settlement of Disputes

A Flight Attendant, or the Union on behalf of the Flight Attendants, covered by this Agreement who have a grievance concerning any action of the Company affecting them, or who believe they have been unjustly disciplined or discharged, which dispute has not been settled or resolved in conference with Company officials, shall use the dispute resolution procedures as established herein.

#### B. Investigative Meeting – Discipline and Discharge

1. A Flight Attendant shall not be disciplined or discharged without just cause and without previously being afforded a meeting before the Director of Inflight or her designee, provided that the Flight Attendant has made herself available for the meeting.
  - a. The Flight Attendant shall be notified of the time and place of the meeting and the nature of the matter to be discussed. The notice must specifically reference that discipline may be assessed and that the Flight Attendant is entitled a Union Representative at the meeting as provided in paragraph b. below. Concurrently, the Union shall be notified.
  - b. The Flight Attendant shall have the right to be accompanied to the meeting by an authorized employee of the Union, or the Flight Attendant employee of her choice, provided such choice is reasonably available. In no case will the meeting be held without Union representation if such representation is requested and is available within a reasonable period of time.
2. When a Flight Attendant is disciplined or discharged, the Company shall furnish her with a written statement of the precise charge(s) against her, with a copy to the Union.
3. Nothing herein shall prevent the Company from holding a Flight Attendant out of service with pay until a meeting has been held and a decision arrived at in writing by the Company.

#### C. The Grievance Process

1. Discipline and Discharge - General
  - a. A grievance challenging an action of discipline or discharge shall be in writing,

signed by the affected Flight Attendant or the Union representative, and must be submitted to the Director of Inflight within fifteen (15) calendar days after the Flight Attendant is notified of the Company's decision under section B.2., above.

- b. An investigation and hearing will be held by the Director of Inflight or her Inflight or Flight department designee, where practicable, within twenty-one (21) calendar days after receipt of the Flight Attendant's written appeal. Such hearing shall not be conducted by the same person who initiated the disciplinary action, nor by anyone subordinate to that person.
- c. Within fifteen (15) calendar days after the close of such investigation and hearing, a written decision will be issued and sent by certified mail or other means of verified delivery to the grievant. A copy will also be provided to the Union.
- d. Further appeal of the matter may be filed by the Union to the Three-Member Republic Airways Flight Attendants' System Board of Adjustment by submission to the Board within thirty (30) calendar days after the Union's receipt of either the Company's decision or its notice to the Union that it declines to submit the case before the Two-Member Board, whichever occurs later.

## 2. Discipline and Discharge – Attendance

Provided that, and for so long as, the Company maintains an automated system of attendance tracking that, at minimum, includes emailing each Flight Attendant regular semimonthly reviews of her attendance history (Attendance Review Statements, or "ARS"), the following procedures shall apply:

- a. A Flight Attendant who disputes the legitimacy of an occurrence assessed according to Article 30 of this Agreement, whether or not said occurrence results in discipline, must submit her objection directly to the Manager of Reliability, or by an electronic form provided by the Company on the Company intranet, no later than 30 calendar days from the date of the ARS in which the occurrence is first recorded.
- b. If a Flight Attendant timely files an objection to the assessment of an occurrence, the Manager of Reliability or her designee will issue a written response to the objection within 20 calendar days from the date in which it was filed. If a response is not provided, the Company will be considered to have deemed the occurrence valid.
- c. A Flight Attendant who timely submits her dispute of an occurrence preserves her right to challenge the validity of the occurrence in accordance with Section 1. above if it is used in support of disciplinary action. A Flight Attendant who fails to timely submit her dispute of an occurrence may not grieve or otherwise challenge the occurrence in the future.

- d. Notwithstanding the provisions of Section B. above and Article 30.F.1 of this Agreement, the Company may issue verbal and written attendance disciplinary letters electronically to the Flight Attendant's company email address, with an electronic copy to the Union, in lieu of delivery by certified mail as part of the regular operation of an automated attendance tracking system, provided that such warnings are issued no later than 20 calendar days from the date of the ARS in which the discipline triggering occurrence is first recorded.
- e. Grievances filed by the Union for verbal and written attendance warnings will not be eligible for appeal under the procedures of Section C.1.b-d above unless or until the Company relies upon the disputed discipline in support of (i) a subsequent final warning/suspension or discharge; or (ii) the revocation of the position of an Inflight Support Specialist.
- f. Final warnings/suspensions and terminations for attendance and all job performance warnings shall be processed in accordance with C.1.a-d. above.

### 3. Non-Disciplinary Grievances

- a. A Flight Attendant, or the Union on behalf of a Flight Attendant or group of Flight Attendants, may file a grievance concerning any action of the Company affecting her or them. Prior to filing such a grievance, the Flight Attendant should discuss the matter with her supervisor, and the Union should discuss the matter with the Director of Inflight in an effort to resolve the matter.
- b. Grievances concerning matters other than discipline or discharge shall be in writing, signed by the affected Flight Attendant or Union official and shall state in reasonable detail the facts upon which the claim is based, identifying the specific provisions of the Agreement claimed to have been violated, and state the relief sought. The grievance must be submitted to the Director of Inflight within thirty (30) calendar days from the time the Flight Attendant knew, or reasonably should have known, of the event(s) giving rise to the grievance, whichever is earlier.
- c. An investigation and hearing shall be held by the Director of Inflight, or her Inflight or Flight department designee, where practicable, within fifteen calendar days after receipt of the Flight Attendant's written grievance. Such hearing shall not be conducted by the same person who initiated the non-disciplinary action, nor by anyone subordinate to that person. Within fifteen (15) calendar days after the close of such investigation and hearing, the Company shall announce a decision, in writing, by certified mail or other means of verified delivery to the grievant. A copy will also be provided to the Union,
- d. If the decision by the Company is adverse to the Flight Attendant or Union, the Union may appeal the decision to the Three-Member Republic Airways Flight Attendants' System Board of Adjustment (Arbitration) by proper submission to the Board within thirty (30) days after the Union's receipt of the decision.



#### D. Grievance Mediation

The parties may mutually agree to submit non-disciplinary grievances to mediation prior to submitting the case to the Three-Member Republic Airways Flight Attendants' System Board of Adjustment (Arbitration). In such event, the mediation will be subject to the following procedures:

1. Mediation proceedings conducted pursuant to this paragraph D. will be held in the city where the general offices of the Company are located or at any other location that the parties mutually agree on.
2. Should the parties mutually agree to employ the services of a mediator, the mediator either will be provided by the National Mediation Board pursuant to a process agreed upon by the parties or by any other method mutually agreed upon by the parties. All mediator fees and expenses, including the cost of any conference facilities or materials, will be shared equally between the parties. Each party will bear the cost and expenses of its participants in the mediation.
3. Cases will be scheduled for mediation conference by mutual agreement of the parties and will be heard in the order in which they were filed unless the parties agree to a different order.
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 will be made.
5. If an individual grievant(s) does not attend, the Union will have full authority to reach agreement and to act on behalf of the grievant(s) to resolve the grievance. Non-participating observers will not be admitted except by mutual agreement of the parties.
6. Each party's representatives at the mediation conference will be familiar with and prepared to discuss the grievance(s) scheduled for that mediation conference.
7. The mediation process will 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.
8. Upon reaching a settlement, the parties will immediately reduce it to writing, and it will be signed by the Company, the Union and the grievant, if present.
9. The record of the mediation will be closed and inadmissible in any subsequent proceeding unless a written settlement is reached, in which case the record will be admissible solely to interpret or apply the settlement, if necessary.

10. Either party may request the Mediator give it an oral advisory opinion.
11. 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.
12. If a grievance that had been the subject of a mediation conference is subsequently heard before the Republic Airways Flight Attendants' System Board of Adjustment, the mediator may not serve as the Neutral Board Member of the System Board, nor may 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.
13. 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 Union reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such conference.
14. The jurisdiction of the Mediator will not extend to proposed changes in hours of employment, rates of compensation or working conditions.
15. Nothing herein will preclude the parties from agreeing to other or different methods of dispute resolution.

#### E. Resolution of Disputes - General

1. Consistent with other provisions of this article, a Flight Attendant shall be entitled to have a Union representative present at any step of the grievance procedure and at any other such time a Flight Attendant is requested to meet with a member of management where there exists the potential that such meeting may result in disciplinary action being taken against the Flight Attendant. Teleconferencing may be used in lieu of in-person investigations and hearings upon mutual agreement of the parties.
2. Any time limits prescribed in this Article may be waived by mutual consent of the Company, on the one hand, and the grievant or the Union on the other. If any hearing or decision required of the Company under the provisions of this article is not provided within the time limits prescribed herein, or any extension mutually agreed upon, the Flight Attendant may consider the grievance denied and it shall automatically be appealed to the next step in the grievance procedure as specified in this Article.
3. Nothing in this agreement shall be construed to extend the right to arbitrate a

grievance concerning her discipline or discharge to a probationary Flight Attendant, or to require that such discipline or discharge be based on just cause. The Company will not arbitrarily or capriciously discipline or discharge a probationary Flight Attendant. Probationary Flight Attendants shall have the right to submit grievances concerning non-disciplinary issues.

4. If, as a result of any hearing or appeal there from as provided herein, the grievant is exonerated, she shall if she has been withheld from service, be reinstated without loss of seniority and shall be paid for such time lost in an amount which would have ordinarily been earned had such Flight Attendant been continued in service during such period. The personnel records shall also be cleared of any and all charges related to that matter. The Board shall have the authority to order a party to comply with any provision(s) of the Agreement as necessary to remedy or correct violations or to require specific performance of a provision of the Agreement.
  5. The periods of time for hearings, decisions, and appeals established in this section shall be considered as maximum periods and when hearings, decisions and appeals can be handled in a period of less than the maximum time stipulated, every effort will be made so as to expedite such cases.
  6. Copies of all notices and decisions shall be mailed to the grievant, and the Union. For the purposes of this section, "notice" may be email, certified mail, return receipt requested, express delivery, or by hand delivery and, upon request, may also be faxed.
  7. The Union, or its representative, and the grievant shall have access to the grievant's personnel file for review related to any complaint, investigation or grievance related to any actual or potential disciplinary action by the Company.
- F. The procedures set out in this Article shall be followed only in cases pertaining to and covering alleged grievances, disputes, claims and causes of action arising or accruing and filed subsequent to the effective date of this Agreement.

## ARTICLE 19

### SYSTEM BOARD OF ADJUSTMENT

#### A. Three-Member System Board of Adjustment (Arbitration)

##### 1. Establishment

In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of the Agreement and which are properly submitted to it, which Board shall be known as the "Republic Airways Flight Attendants' System Board of Adjustment", hereinafter referred to as the "Board" or "Three-Member SBA."

##### 2. Composition of the Board

a. The Board shall be comprised of three (3) members, one (1) selected by the Union, one (1) selected by the Company, and one (1) neutral member.

b. Within fifteen (15) days of Company receipt of a Board Submission, the parties shall select a neutral member, by the alternate strike method, from the panel listed below. (Panel pending)

c. The System Board hearing shall convene within sixty (60) calendar days following the selection of the arbitrator if the arbitrator proffers available dates within the time period prescribed. If the arbitrator is not available within sixty (60) calendar days, the hearing shall convene as soon as possible thereafter. In the event that the arbitrator is not available within six (6) months of selection, the parties will select another arbitrator from the panel. If no arbitrator from the panel is available within six (6) months either party may request the National Mediation Board (NMB) to provide the parties with a list of arbitrators who are members of the National Academy of Arbitrators with aviation arbitration experience.

##### 3. Jurisdiction

- a. The Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of interpretation of any of the terms of this Agreement. The Board shall consider any dispute properly submitted to it by the Union when such dispute has not been previously settled in accordance with the terms provided for in this Agreement. The jurisdiction of the Board shall not extend to changes in hours of employment, rates of compensation or working conditions covered by existing agreements between the parties herein.
- b. The Board shall consider any dispute properly submitted to it when such dispute has not been previously settled in accordance with Article 18.

4. Submission of Dispute

All submission of disputes properly referred to the Board for consideration shall be addressed to the Board with one (1) copy each to the Company and the Union, and one (1) copy for each member. One (1) copy of the submission shall be submitted to the neutral third member. Such submission shall show:

- a. question or questions at issues
- b. statement of facts;
- c. position of the Union;
- d. the understood position of the Company; and
- e. the relief sought

5. Documents, Witnesses, Evidence and Representation

- a. The Union will designate its representative and the Company will designate its representative. Evidence may be presented either orally, or in writing, or both.
- b. The System Board shall, when requested by the Company representative, by the Union representative, or by an individual member of the System Board, summon any witnesses who are employed by the Company or the neutral member may direct the production of relevant documents deemed necessary by either party to the dispute or by a System Board member. Nothing herein shall prohibit an arbitrator from summoning a non-employee witness upon request of either party.
- c. The number of witnesses summoned at any time shall not be greater than the number which can be spared from the Company's operation without

interference with the services of the Company.

6. Decisions Final

A majority vote of all members of the Board shall be competent to make a decision. Decisions of the Board in all cases properly referred to it shall be final and binding upon the parties. Board findings and decisions shall be in writing and shall be rendered within forty-five (45) days from the close of the hearing, or as soon as practicable thereafter.

7. Location of Board Hearings

The Board shall meet in the city where the Company's general offices are located unless the parties mutually agree to a different location.

8. Rights and Privileges of Parties

Nothing herein shall be construed to limit, restrict or abridge the rights and privileges accorded to either the Flight Attendant employees, the Union or the Company, or their accredited representatives, under provisions of the Railway Labor Act, as amended.

9. Expenses - Board Members/Witnesses

- a. The expenses of the Board and the expenses and reasonable compensation of the neutral member will be borne equally by the parties. Each of the parties will assume the compensation, travel expenses of their Board Members, witnesses, and representatives.
- b. The grievant (whether an employee of the Company or not), employee witnesses, employee board members and representatives who are employees of the Company shall receive free transportation on the lines of the Company, from their point of duty or assignment to the point at which they must appear as witness or representatives, and return, so far as space is available, to the extent permitted by existing policies and travel agreements and law.
- c. Employee Board members shall, when attending meetings or hearings of the Board, receive on-line Company business positive space passes for Company transportation to the extent permitted by travel agreements and law.
- d. Should a hearing be postponed or canceled without mutual consent of the Company and the Union, the party requesting such postponement or cancellation shall bear any and all cancellation fees and or expenses incurred by the neutral member.

- e. Members of the Board who are employees of the Company shall suffer no loss of pay while attending Board meetings.

10. Stenographic Report Agreed – Not amended

When it is mutually agreed that a stenographic report is to be taken of any three member board hearing, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of proceeding will be taken, any transcripts made by either party shall be furnished to the other party upon request, provided that the stenographic costs shall be borne equally by both parties. No stenographic report or other recordings are permitted at other hearings except by mutual agreement in advance.

11. Freedom to Discharge Duties

Each Board Member shall be free to discharge her duty in an independent manner without fear that her individual relations with the Company, with the Flight Attendants or with the Union may be affected in any manner by any action taken by her in good faith in her capacity as a member of the Board.

B. Two-Member System Board of Adjustment

1. On a case-by-case basis, the Company and the Union may mutually agree to forego mediation of a discipline or discharge grievance, and instead submit the grievance to the Two-Member Republic Airways Flight Attendants' System Board of Adjustment (the "Two-Member SBA") prior to submission of the dispute before the Three-Member Board established in section A. above.
2. Composition of the Two-Member SBA
  - a. The Two-Member SBA will consist of two members, with one member appointed each by the Company and the Union.
  - b. The members need not serve for a defined term, but each case will be decided by the members who heard it.
  - c. A member will be designated Chair for each hearing session. The Chair position will be held by the Union-appointed member in even years and by the Company-appointed member in odd years.
3. Decisions
  - a. Decisions reached by a majority vote of the members shall be final and binding upon the parties.

- b. If the members are unable to decide the case by a majority vote, the Chair will declare the case deadlocked, in which case the dispute may be appealed to the Three-Member SBA set forth in Section A. above.
- C. The term “Republic Airways” as it appears in this article and Article 18 (Resolution of Disputes) means the collective carriers Republic Airline, Inc., Chautauqua Airlines, Inc., and Shuttle America, Inc.



## ARTICLE 20

### UNION MEMBERSHIP

#### A. Union Membership

It shall be a condition of employment that all Flight Attendants covered by this Agreement shall, on the effective date of this Agreement, become and remain members in good standing of the Union. It shall be a condition of employment that all Flight Attendants covered by this Agreement and hired on or after its effective date shall, on or before the ninetieth (90th) day following the beginning of the initial seniority date, become and remain members in good standing in the Union. In the alternative to becoming and remaining members of the Union in good standing, Flight Attendants subject to this paragraph may tender to the Union monthly dues, fees and/or assessments uniformly required of the Union members, such sums to be recognized as "Service Fees".

#### B. Initiation Fees, Dues and Assessment Deductions and Reporting

1. The Company will deduct from the wages of any Flight Attendant covered by this Agreement said Flight Attendant's dues, initiation fees and/or assessments as a member of the Union, or Service Fees, upon receiving the Flight Attendant's voluntary and individual written authorization for the Company to make such deductions, signed by the Flight Attendant. Such authorization form will be provided by the Union. The Company will pay over to the proper officers of the Union the wages withheld for such initiation fees, dues and/or assessments. The amount so withheld shall be deducted from the appropriate paycheck, reported and paid to the Union monthly, no later than the fifteenth (15<sup>th</sup>) of each month.
2. Dues Check-Off Authorization is listed in the Appendix A.
3. The following information will be reported and transmitted with the monthly check off: each Flight Attendant's Social Security number, full name, current address, phone number(s), hire date, date of birth, rate of pay and status of employment (e.g. Base, active, on Leave of Absence, Furlough, recall date, termination date, etc.). Such report will be transmitted electronically as an MSExcel file or such other application as the parties may agree.

#### C. Indemnification Clause

The Union shall indemnify the Company and hold the Company harmless from any and

all claims which may be made by a Flight Attendant against the Company by virtue of the wrongful application or misapplication of any of the terms of this Section.

D. Dues Collection after Termination

In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

E. Failure to Pay Dues or Service Fees

1. If any Flight Attendant covered by this Agreement becomes delinquent in the required payment of the Service Fee or if any Union member becomes delinquent in the payment of dues, fees, and/or assessments, the Union may immediately notify such Flight Attendant by CERTIFIED MAIL, RETURN RECEIPT REQUESTED, with a copy sent by regular U.S. mail and a copy to the Director of Inflight, that the Flight Attendant is delinquent in the payment of such Service Fee or membership dues, fees, and/or assessments, as specified herein and is subject to discharge as a Flight Attendant for the Company. Such letter shall also notify the Flight Attendant that the required payment must be remitted within a period of thirty (30) days or the Flight Attendant will be discharged.
2. If upon expiration of the thirty (30) day period the Flight Attendant remains delinquent, the Union may certify in writing to the Director of Inflight, copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within a grace period allowed and is to be discharged. The Director of Inflight shall therefore notify the Flight Attendant within ten (10) days of the receipt of notice from the Union that she is to be discharged from the service of the Company, of the reason for this action, and of her rights under this section to appeal this decision.
3. A Flight Attendant who is to be discharged as a result of the provisions of this Article may protest the intended action only by using the following procedure:
  - a. The Flight Attendant must submit her protest to the Two-Member Republic Airways Flight Attendants' System Board of Adjustment (the "Two-Member SBA") in accordance with Article 19.B. within ten (10) days from the date of notification by the Director of Inflight as provided in Paragraph 2, above.. Copies of the protest shall be submitted to the Director of Inflight c/o Republic Airways Holdings, 8909 Purdue Rd., Suite 300 Indianapolis, IN 46268 and to the Union c/o Teamsters Local Union No. 135, 1233 Shelby St., Indianapolis, IN 46203 via USPS CERTIFIED, RETURN RECEIPT REQUESTED. If the employee fails to file a timely protest her discharge shall be effective upon expiration of the ten (10) day period as set forth in this paragraph. The Two-Member SBA will convene a hearing within ten (10) days of receipt of the protest. A representative of the Company, a representative of the Union and the employee filing the protest will be allowed to present to the Board all evidence and argument relevant to the issue (i.e., were the dues, fees, and/or assessments owed and timely paid). Prior to the

expiration of the work day following such Board meeting, the Board will issue either a majority decision or a notice of deadlock with a copy sent to the Union, the Company and the affected employee filing such protest. If the majority decision is issued, it will be final and binding on all parties concerned.

- b. If the protest is deadlocked by the Two-Member SBA, the Flight Attendant may appeal to the Three-Member Republic Airways Flight Attendants' System Board of Adjustment (Arbitration) in accordance with Article 19.A. of this Agreement by notifying the parties in the same manner as previously identified in paragraph 3.a. above within ten (10) days of receipt of the deadlock decision. The Union and the Flight Attendant shall select a neutral from the list set out in Article 19.A.2.b. using the alternate strike method. Once the neutral is selected the Board will endeavor to convene a hearing at the earliest possible time to decide the dispute. At the meeting of the Board, sitting with the neutral, a representative of the Union and the employee filing the protest will be allowed to present to the Board all evidence and argument relevant to the issue. A majority decision of the Board, including the neutral, will be issued within five (5) days after such meeting and will be final and binding on all parties concerned. The expenses and reasonable compensation of the neutral and all other costs of the proceeding shall be borne equally by the Union, the Company and the affected employee.
4. Time limits specified in this Article may be extended in individual cases only, and then only by written agreement between the Flight Attendant and the Union.
  5. During the pendency of an appeal by the Flight Attendant, pursuant to paragraph 3.a. or 3.b. above, a Flight Attendant shall be in non-pay status and shall not be permitted to fly.
  6. It is understood that the requirements of paragraph A, above, shall not apply to a Flight Attendant during periods of time she holds a management position.

#### F. Individual Dues Payment

It shall be the responsibility of any Flight Attendant who is not on a dues deduction program to keep her membership current by direct payments of monthly dues to the Union.

#### G. Dues Deduction Error

Should a deduction be missed, or in the event an insufficient amount is deducted, the Company will be responsible to make the proper deduction in full the following month, or deducted in such amounts and/or timeframe as the Union may direct.

#### H. Bulletin Board

The Company will provide the Union with one suitable glass covered, bulletin board at a location designated by the Union for the posting of official notices of Union meetings, elections and other notices pertaining to internal Union matters. All such notices shall be

issued by and/or signed by a duly authorized representative of the Union. In addition, the Company will provide space for a Union bulletin board in all crew rooms. If the space is not available, the Company will meet with the Union to mutually agree on alternatives.

#### I. Union Access

The Union Representative(s) shall have free access to the Company's operations facilities to transact that business which is necessary for the administration of this Agreement. The Company further agrees to provide the Union Representative with proper ID to enter its operation facilities, if required.

#### J. Hospitality Committee

The Company shall set aside a mutually agreeable period of time, not less than one and one half hours, during the last week of each new hire class during which the Union Business Representative and/or Union Hospitality Committee may meet with each new hire class. This meeting shall be used solely to convey information about the Union, its representation of Company Flight Attendants, and its role in dealing with the Company on behalf of Flight Attendants all presented in positive terms. The Union may designate those committee representatives who will present Hospitality Committee materials during the new hire class, so long as such representative(s) adhere to the provisions above. The Company may elect to have a representative present during the meeting.

## ARTICLE 21

### UNIFORMS

#### A. Uniform Guidelines

1. A Flight Attendant shall wear the standard uniform as required in Company regulations at all times when on duty or in connection with any event or special assignment where the Flight Attendant is identified as a Flight Attendant with the Company.
2. The Flight Attendant will be responsible for the cost of the initial basic uniform and all accessories.
3. The price of uniform items purchased through the Company will be at the Company's cost.

#### B. Basic Uniform Complement

1. The required uniform will consist of one (1) Blazer (required at Company option), two (2) Bottoms (slacks or skirts), one (1) Belt, four (4) Shirts, two (2) Ties, and a Raincoat with removable liner.
2. One dress may be substituted for each bottom and two shirts, inclusive, as stated above.
3. The Company will provide each Flight Attendant with one (1) set of wings.

#### C. Union Insignia Pin

1. The Flight Attendant shall be permitted to wear the official Union insignia (not to exceed one (1) inch in diameter) in accordance with the style guide.
2. The Flight Attendant shall be permitted to wear other Company-approved pins, such as years of service recognition awards in accordance with the style guide.

#### D. Uniform Changes

1. If the Company changes the required uniform style or discontinues a required uniform piece and requires the acquisition of a substitute piece, a Flight Attendant will be provided new required uniform pieces at no cost.

2. If a Flight Attendant is involuntarily required to change bases requiring a change of uniform the Company shall be responsible for supplying the Flight Attendant with the basic uniform complement at no cost.
3. The Union will designate a Uniform and Appearance Committee which will be consulted by the Company prior to making any changes in the Flight Attendant uniform or appearance standards. The Company will consider the reasonable recommendations of the Committee.
4. The Company will meet with the Chief Steward or her designee to resolve problems involving procurement of basic uniform items.

E. Uniform Reimbursement or Replacement

1. After the first 12 months of longevity, and annually each year of longevity thereafter, the Company will credit each Flight Attendant's Uniform Allotment Account with two hundred and seventy-five dollars (\$275.00) to be used for the replacement of uniform items and accessories available from a Company approved vendor. Flight Attendants will have the same required luggage options as pilots. Uniform items ordered through a Company approved vendor will be direct billed to the Company for payment from the Flight Attendant's account. The Uniform Allotment Account may only be used to purchase luggage once every eighteen (18) months.
2. The Flight Attendant will be paid a uniform cleaning stipend of \$20.00 per month.
3. The Company will replace or repair any uniform item that is damaged while on duty.
4. The Company will lend two (2) maternity uniforms to Flight Attendants as needed. Flight Attendants who borrow maternity uniforms shall return them in good condition (normal wear excepted) when they are no longer needed.

## ARTICLE 22

### GENERAL

#### A. Contract Agreement

1. Nothing in this Agreement shall be construed to limit or deny any Flight Attendant any rights or privileges to which she may be entitled under provisions of the Railway Labor Act, as amended.
2. If any provision of this Agreement is declared invalid by any court of competent jurisdiction or government agency because of existing or future legislation or regulation, such invalidation shall not affect the remaining provisions of this Agreement.
3. This Agreement, when accepted by the parties and signed by the respective representatives duly authorized, shall constitute the sole agreement between them involving the Flight Attendants. Any alteration or modification of this Agreement must be made by and between the parties and must be in writing.
4. The Company shall supply copies of the Agreement for distribution to the Flight Attendants within thirty (30) days of the signing of this Agreement. The Company will also provide trainees with a copy of this Agreement during initial training. The cost of production and distribution will be shared equally between the Company and the Union.

#### B. LOA Distribution

The Company will publish and distribute to all Flight Attendants any and all Letters of Agreement between the Company and the Union. Said letters shall be the same size and format as the Collective Bargaining Agreement.

#### C. Personal Information Change

Flight Attendants shall immediately notify the Company of any change in address or telephone contact number.

#### D. Property Damage and Civil Liability Indemnification

1. No Flight Attendant or her estate shall be required to pay the cost of repair or replacement of any aircraft, equipment or property damaged or destroyed in the performance of her duties with the Company.
2. The Company will provide all Flight Attendants with required Company manuals. The Flight Attendants will be responsible for such manuals and will, if such manuals are lost or negligently damaged, be required to reimburse the Company for the cost of replacements. Upon termination, the Flight Attendant must return such manuals or reimburse the Company for the cost thereof.
3. The Company shall furnish an identification card to each Flight Attendant. Flight Attendants shall bear the cost of replacement if lost.
4. The Company will replace, at no cost to the Flight Attendant, her identification card, wings or any other uniform accessories if they are damaged while on duty through no fault of the Flight Attendant.
5. The Company will continue to provide liability insurance covering Flight Attendants while in the performance of their duties with the Company. Such coverage shall also apply to civil actions for damages against a Flight Attendant's estate. It is expressly understood that all indemnification and holding harmless of any Flight Attendant is limited by the terms and exclusions of the Company's policy with its insurers.

E. Personnel File

A personnel file will be maintained for each Flight Attendant. Upon request, the Flight Attendant will be given the opportunity to review and/or copy any portion of her file. If a Flight Attendant receives disciplinary action, any portion of her file to be relied upon by the Company in support of such disciplinary action shall be open for review upon request by the Union representative and the Flight Attendant. Further, any rebuttal letter written by the affected Flight Attendant related to the disciplinary letter shall also be placed in her personnel file. The Company will not use any disciplinary notices in support of disciplinary action if the Flight Attendant had not been provided with a copy of the prior disciplinary action at the time discipline was assessed. A copy of all disciplinary letters issued to Flight Attendants will be forwarded to the Union. Disciplinary letters will be removed from a Flight Attendant's file twelve (12) months after the date of issuance provided there are no other infractions of a similar nature in the intervening period. In no event will letters older than twenty-four (24) months remain in her file and/or be utilized for a Flight Attendant's progressive discipline.

F. Recorded Data

The Company will not regularly or randomly review information from a Cockpit Voice Recorder (CVR), Flight Data Recorder (FDR), or other electronic monitoring device for the purpose of establishing a basis for disciplinary action or discharge of a Flight Attendant. Information obtained from flight monitoring devices should be used to



enhance Flight Attendant safety or Federal Aviation Regulations of a flight crewmember(s).

G. Feminine Pronouns

The feminine pronouns used herein shall include the masculine, and vice versa, unless clear from the context that reference to the specific sex was intended.

H. Flight Attendant Earnings Statement

The Company will make available to the Union on a monthly basis a statement of Flight Attendant earnings in suitable electronic format to assist the Union with Union dues enforcement.

I. Death Benefits

Upon the death of a Flight Attendant, any pay and benefits due and owing, including unused earned vacation time, shall be paid to the Flight Attendant's designated beneficiary or estate. The Company shall continue to provide medical benefits to the Flight Attendant's family until the end of the month following the month of the Flight Attendant's death. COBRA rights shall apply thereafter.

J. Witness Duty

A Flight Attendant who is subpoenaed to appear as a witness on behalf of the Company will be paid for trips missed, and in addition will receive four (4) hours pay for such required appearance on any day off. This provision shall not apply to witnesses in Grievance arbitration proceedings, which will be handled in accordance with Article 19.A.5. of this Agreement.

K. Accident Investigation

1. The Company will allow the Union to have two (2) Union designated Go-Team members to participate in an NTSB accident investigation involving company aircraft. A Flight Attendant participating in an aircraft accident investigation involving Company aircraft as a member of the NTSB Go-Team shall do so without loss of pay. Flight Attendants shall continue to retain and accrue seniority and longevity while participating in an aircraft accident investigation.
2. The Company will promptly notify both the Union Business Representative and the Union designated Go-Team members in the event of any accident or incident involving Company aircraft.
3. Up to two (2) Union Safety Committee/Go-Team Members will be provided "Company Business-Positive Space" transportation over the Company's system to any aircraft accident site as requested in writing by the Union.

4. The Company shall provide the Union with a copy of the Company Aircraft Accident Emergency Response Plan and any amendments thereto.

L. Crew Room Requirements

At each Base, the Company will establish Crew rooms/lounges. Each Crew room/Lounge will, at a minimum, contain the following: company computers with access to the Intranet and all agreed upon company materials online; access to functioning printer(s) for copying of Company materials; fax machine(s); phones; and comfortable seating.

M. Committees

1. Professional Standards

The Union will appoint a Professional Standards Committee composed of Flight Attendants which will confer with the Company on matters pertaining to the professional proficiency of Flight Attendants. Members of this Committee will be permitted to observe any training period or proficiency check.

2. Safety Committee

The Union will appoint a Safety Committee, composed of Flight Attendants, which will confer with the Company on matters pertaining to safety of operations. Committee members will be permitted to attend any hearing or investigation of an accident or incident of Company aircraft operated by Flight Attendants, subject to the regulations of the government agency involved. The Company will cooperate in releasing such members to participate in such hearings.

3. Scheduling Committee

The Union will establish a Scheduling Committee which will meet with the Company for the purpose of facilitating the efficient operation of Article 6 (Scheduling) of this Agreement. The Scheduling Committee will be given access to non-confidential information regarding aircraft flows, block time reports, scheduled training, check rides, vacations, leaves of absence and current staffing in order to ensure compliance with this Agreement. The Scheduling Committee may submit recommendations to the Company. The Company will consider and attempt to accommodate the Scheduling Committee's recommendations to the extent that such recommendations do not compromise efficiency of operations. When conflicts between the schedule and FAR or this Agreement are verified, the Company will take immediate action to resolve such conflicts.

4. Hotel Committee

The Union will establish a Hotel Committee which will meet with the Company

to ascertain the suitability of all accommodations.

5. Jumpseat Committee

The Union will establish a Jumpseat Committee for the purpose of facilitating reciprocal jumpseat agreements, subject to applicable laws and regulations; provided, however, that final authority for jumpseat agreements lies with the Company. The Company will make available a list of all reciprocal jumpseat agreements to the Flight Attendants.

N. Jumpseat Policy and Privilege

When it is not required to have a Flight Attendant jumpseat occupied for Company purposes, cabin jumpseat authority for personal business shall be granted to active Inflight Services personnel on a company seniority basis up to thirty (30) minutes prior to departure after which it will revert to first come, first served basis, before offering access to such jumpseat to other authorized jumpseat riders on personal business. Such authorization shall be subject to the FAR and the Company Operations Specifications. The Captain has final authority to ensure that carriage of a Flight Attendant jumpseat rider does not affect weight or operational restrictions or cause displacement of revenue. The Company, in consultation with the Union, will develop and publish reasonable procedures to implement this jumpseat policy.

O. Travel Privileges and Pass Benefits

1. Employee Travel Manual

The Company will publish all Company-related travel benefits and privileges, including travel benefits and privileges associated with each code share partner. The Company will endeavor to negotiate travel benefits and privileges for each code share partner. All travel benefits and privileges related to a code sharing partner will be made available to all crewmembers.

2. Buddy/Companion Passes

Flight Attendants will receive buddy passes over the lines of the Company. Station Managers, who are employees of the Company, or their designees, shall have the authority to issue buddy pass tickets.

P. Pass, Interline/Code Share, and Jumpseat Policies.

1. Flight Attendants on the active payroll of the Company and Flight Attendants retired from the Company with ten (10) or more years of active service shall be entitled to all the provisions of the Company's pass policy accorded other Company employees.
2. A Flight Attendant who abuses the Company's pass policy shall be subject to loss of

privileges.

3. The Company shall endeavor to negotiate favorable interline/code share agreements (inclusive of jump seat privileges).
4. The Company will issue documentation necessary to enable any person entitled to pass privileges to exercise those privileges, as efficiently as reasonably possible. In those stations where the Company has direct control over the pass policies, Chautauqua employee travel cards will be used if issued by the Company.
5. In the event of the death of a Flight Attendant, the surviving spouse will be entitled to pass privileges for a period of one (1) year, to the extent permitted by law and travel code sharing agreements.
6. The Company shall make available to each Flight Attendant an Airline Interline/Code Share Agreement List, updated when there are substantial changes. The Travel Pass Policies for the Flight Attendants will be no less favorable than those afforded to all other employees of the Company not covered by this Agreement.
7. Designated Union business representatives will be provided space available travel on the Company's system for the purpose of administering this Agreement. Designated Negotiating Committee members and union representatives participating in the Two-Member System Board of Adjustment, when attending meetings with the Company, will receive on-line Company business positive space passes for Company transportation to the extent permitted by travel agreements and law.
8. The Company will furnish the Union a copy of the Pass policy and any amendments thereto.

Q. Payment for Equipment and Training.

1. All training of Flight Attendants shall be at Company expense. Ground school, flight training, training facilities, training aids, written training materials and equipment utilized for such training will be provided at no cost to the Flight Attendant.
2. Flight Attendants will not be required to pay for the use of any equipment required in scheduled operations.
3. Manuals issued to Flight Attendants by the Company will be paid for by the Company. Each Flight Attendant must maintain her manual in good condition at all times. Any Flight Attendant who transitions to another aircraft-type or terminates employment shall return previously issued manuals in current, good condition, normal wear and tear excepted. If a Company-provided manual is lost or negligently damaged, the Flight Attendant shall reimburse the Company for the cost of replacement.

R. Notices to Flight Attendants

All notices to Flight Attendants involving base assignments, promotions, demotions, furloughs, recalls, and leaves of absence shall be published by the Company at each base. Copies of all such notices will be sent to the Union.

S. Commuter Policy

1. A Flight Attendant must list on at least two (2) flights with available seats, no more than forty-eight (48) hours in advance, on line, on code sharing partners, or off line and in either case with acceptable documentation, all of which would position the Flight Attendant in time for her assignment. All documentation must be received by the flight attendant's Inflight supervisor within five (5) days of the occurrence to be considered under this commuter policy.
2. If a Flight Attendant has performed paragraph S.1. above and through no fault of the Flight Attendant, does not arrive in time for her trip pairing and notifies the Company as soon as practicable, then the Company will take no disciplinary action against the Flight Attendant, subject to paragraph S.5. below.
3. The Flight Attendant shall report in her Base as soon as possible and shall be subject to reassignment for the remainder of the trip pairing for that day. The Company will attempt to place the Flight Attendant back on her original trip as soon as practicable as long as the trip has not been awarded to a Flight Attendant on her day off. If assigned to another trip, such trip must be scheduled for completion no more than two (2) hours later than the original trip hour period, unless the Flight Attendant agrees to a later schedule completion.
4. The Flight Attendant's guarantee will be reduced by the amount of flight time of the missed trips. From the point that the Flight Attendant was able to fly the trip pairing, the Flight Attendant shall be paid the greater of actual flight time or her scheduled flight time.
5. A Flight Attendant may use the commuter policy protection no more than two (2) times in any (6) month period. To be eligible for this section, the commuter flight attendant will identify herself as a commuter and designate a primary and secondary location. Either location may be used under this commuter policy. Primary locations may be amended if an address change is made in UltiPro. Secondary locations may be amended once per calendar year.
6. This Section will apply to a Flight Attendant who has picked up an out-of-base trip to the extent the Flight Attendant is either commuting to the trip's originating city, or returning to her base to commence an in-base assignment that immediately follows her out-of-base trip.

T. Alcohol/Drug Testing

1. The Company will maintain and administer drug and alcohol testing programs in accordance with applicable laws and regulations.
2. All Flight Attendants will be provided with a copy of the Company's FAA approved drug and alcohol program.
3. A Flight Attendant who is removed from a trip pairing for drug or alcohol testing that does not result in a positive test will not suffer a loss of pay as a result.

U. Aircraft Tidying

1. Flight Attendants will tidy the cabin and the galley of the aircraft prior to landing, during turns at outstations and after the last flight of the day.
2. A Flight Attendant may abbreviate the tidying procedures when station turn time prohibits, upon expiration of duty time (15 minutes after block-in of the last leg of the duty period), or physiological needs dictate.

V. Special Assignments

1. From time to time, the Company may designate Special Projects, some of which the Company may assign to Flight Attendants, and others which the Company may post to invite Flight Attendant applicants. A Flight Attendant who performs Special Projects shall continue to accrue and retain all Flight Attendant seniority and longevity in accordance with this agreement while doing so.
2. While selection of Flight Attendants for special projects is at the Company's discretion, the Company will consider qualified flight attendants.
3. No Special Project assignment will contain supervisory or management duties.
4. The Company will meet with the Union to discuss Special Project Assignments and will provide a list of all flight attendants who have been on special projects and what those projects were.

## ARTICLE 23

### NEW EQUIPMENT

Should the Company announce its intent to place into revenue service aircraft with seating capacity in excess of 99 seats, the rates and work rules specific to that aircraft type will be determined as follows:

1. The Company will give the Union notice of its intent to introduce the new equipment at least six (6) months prior to the estimated scheduled revenue service date, or within thirty (30) days after entering into the contract for procurement or lease of the new aircraft type, whichever is later in time.
2. The parties will meet within (15) days following written request by either party to negotiate rates of pay for such aircraft type. Should negotiations result in an agreement, the new aircraft type will be flown in accordance with the terms of the agreement. If negotiations do not result in an agreement within one hundred (100) days from the date of commencement of negotiations, either party may submit the dispute to final and binding interest arbitration.
3. The dispute shall be heard before an Arbitrator selected in accordance with the procedures set forth in Article 19 (System Board of Adjustment).
4. The Hearing will be conducted as soon as possible but in no event more than three (3) months after arbitrator selection, unless mutually agreed otherwise. Briefing by the parties, if any, will be completed within thirty (30) days after the hearing date. The Arbitrator shall issue a decision no later than sixty (60) days after the close of the hearing or of receipt of the parties brief, whichever is later.
5. Upon final agreement, or issuance of the Arbitrator's decision, as the case may be, retroactive compensation, if applicable, will be paid to all Flight Attendants who operate a disputed aircraft type placed in revenue service before the parties' agreement became effective or the award issued.
6. Nothing set forth in this Article shall prevent the Company from introducing a new aircraft type into revenue service before agreement is reached over the rates and work rules applicable to that aircraft, as long as the pay rates assigned to such aircraft type are not less than the rates provided in Article 3 of this Agreement.

## ARTICLE 24

### HOURS OF SERVICE

#### A. Rest Periods

##### 1. Rest

- a. In Base, a Flight Attendant will be scheduled with a minimum of ten (10) hours of rest between duty periods (from release time until next report time).
- b. When away from Base, a Flight Attendant will not be scheduled for less than 8.5 hours of rest (from release time until next report time).

##### 2. Actual Rest

A Flight Attendant will receive no less than eight (8) hours of actual rest between duty periods (from release time until next report time).

#### B. Duty Time Limitations

1. A Flight Attendant will not be scheduled or rescheduled for a duty period in excess of fourteen (14) hours. In no case will the actual duty time exceed sixteen (16) hours without her consent.
2. A Flight Attendant scheduled for a reduced rest overnight will be scheduled for no more than ten (10) hours of duty in her next duty period.
3. A Flight Attendant's duty time for a flight, trip or trip pairing shall commence at the later of the Flight Attendant's scheduled report time or actual report time. Report time shall be scheduled for thirty (30) minutes prior to departure time of the first flight, but may be extended to forty-five (45) minutes at the Company's discretion. It will end fifteen minutes after arrival time of the last flight of the duty period, plus an additional fifteen (15) minutes if clearing customs, repositioning an aircraft (as required by the Company), or a combination of the above. At the request of either party, the parties will meet to evaluate, on an airport-by-airport basis, circumstances involving longer or shorter times for clearing customs or repositioning that do not fit the foregoing parameters. If the parties agree that an adjustment should be made, the change will be implemented.



4. Multiple day trip pairings will begin and end at a Flight Attendant's Base.
5. Trip pairings will not be scheduled in excess of five (5) consecutive days and if scheduled for five (5) days, the fifth day may not exceed the maximum number of legs returning the Flight Attendant to Base permitted under the Chautauqua Pilots' Agreement.
6. A duty period will contain a maximum of nine (9) flying legs. This may be extended to ten (10) with the Scheduling Committee's concurrence on a bid month basis.
7. Except in unusual circumstances, a duty period will contain a maximum of three (3) scheduled consecutive round trips to the same destination.

C. Flight Time Limitations

The Company will not schedule a Flight Attendant for more than:

1. Eight (8) hours of block time in a duty period.
2. Thirty (30) hours of block time in any seven (7) day period. However, a Flight Attendant may voluntarily pick up flying in excess of this limitation
3. One hundred (100) hours of block time in a calendar month.

D. Days Off

1. The Company will schedule Regular, CDO and Composite line-holders with at least twelve (12) days off in Base per bid period. A Flight Attendant holding a Reserve line will be scheduled for at least eleven (11) days off in Base per bid period. A Flight Attendant in training will be scheduled for days off during such training in accordance with Article 10 (Training) and D.5 below.
2. A Flight Attendant in initial training will be scheduled for days off during such training in accordance with Article 10 and D.5. below. Upon completion of Initial Training, a new hire Flight Attendant whose place of residence is not within 75 miles of her Base will be given no less than three (3) consecutive days off prior to reporting to Base. Days off, for the purposes of this paragraph, may be reduced by mutual agreement between the Company and the Flight Attendant.
3. Regular, Composite, CDO and Reserve lines will be scheduled with one (1) period of at least three (3) consecutive days off. All other periods of days off will be scheduled as groups of at least two (2) days, except during the integration period, which may contain single days off.

4. If a Flight Attendant is unavailable for flight duty for a part of a bid period, her minimum scheduled days off will be prorated per the chart below. A Flight Attendant is unavailable if she cannot perform flight duty, because, e.g., of lack of current qualifications or leaves, excluding sick leave or paid leaves.

Duty-Days Actual or Anticipated (including days-off)	Days Off
1 to 2	0
3 to 5	1
6 to 8	2
9 to 11	3
12 to 14	4
15 to 18	6
19 to 21	7
22 to 24	8
25 to 27	9
28 to 29	10
30 to 31	12 (line holder) 11 (for reserve)

5. A Flight Attendant will not be scheduled/rescheduled to perform any duty, including training, for more than six (6) consecutive days without a calendar day off.
6. In no case will any Flight Attendant be reduced below her minimum days off in Base without receiving a replacement day off in the same or following month.
7. A Flight Attendant who voluntarily reduced her days off will not be entitled to replacement day(s) off.

E. Notification at Base

1. The Company will maintain a standard method of notifying a Flight Attendant if scheduled departure time will be appreciably delayed (more than one (1) hour) or canceled. A Flight Attendant will be notified as far in advance as is practicable.
2. The Company will not contact an off duty Flight Attendant between 2200 and 0600 local Base time. The following exceptions apply:
- a. If there is a change in the Flight Attendant's schedule (i.e. rescheduled), the Flight Attendant may be called one (1) hour prior to the original or

revised report time, whichever is earlier, provided the call is made to minimize the disruption to the Flight Attendant's rest. No more than one (1) personal contact will be made during that period by the Company for this reason.

- b. A Flight Attendant on reserve may be contacted during her period of reserve availability.
  - c. A Flight Attendant off duty may be contacted when the operational requirements dictate.
- 3. A Flight Attendant who is unable to report for duty will notify Crew Scheduling as far in advance as practicable.
  - 4. A Flight Attendant will not be required to keep the Company notified of her whereabouts on her days off.

F. Flight Attendant Fatigue

- 1. A Flight Attendant is expected to report for duty adequately rested in order to comply with her obligation to complete her assignment.
- 2. A Flight Attendant who declares herself fatigued will notify Crew Scheduling, while on duty, and will be immediately removed from duty and will not be credited or paid for the portion of her trip that she does not operate because of fatigue.
- 3. A Flight Attendant will only declare herself fatigued when she is legitimately fatigued.
- 4. A Flight Attendant Union Fatigue Committee member, if available, will be allowed to review FA fatigue calls with In-Flight management and the Safety Department.

## ARTICLE 25

### BASES

#### A. Bases

1. The Company may establish or maintain a Flight Attendant base at any location where it establishes or maintains a pilot base.
2. Should the Company wish to establish or maintain a Flight Attendant base at a location where it does not have a pilot base, the provisions set forth below shall govern.

B. A “Large” base is defined as any base with at least twenty (20) hard lines (not including build up or reserve lines) available for bid at that location and where the Company flies routes that connect the base location with at least two (2) other airport locations (an airport that is flag stopped does not count toward the two (2) airports). No large base shall be opened unless the previous conditions are met or the Union and the Company have come to a mutual agreement.

C. A “Small” base is defined as any base that has fewer than twenty (20) hard lines but no fewer than eleven (11) hard lines. The Company may have a maximum of one (1) “small” base for every two (2) “large” bases. The criteria for a “small” base shall be the same as for a “large” base, except that the minimum number of hard lines shall be no fewer than eleven (11).

D. The Company and the Union recognize that the above-stated criteria may fluctuate periodically, but in the interest of stability, the Company would not normally be required to close a non-conforming base unless one or both of the above-stated criteria has not been met for at least a one (1) year period.

E. Bases must contain lines that contain overnight trips away from base.

#### F. Hybrid Bases

1. A Hybrid Base is any new base that opens after the date of signing of the Agreement that does not comply with the criteria specified in B. or C. above.
2. In order for the Company to open and maintain a hybrid base, the following conditions must apply:
  - a. The aircraft assigned to the new base must be a result of expansion/growth

and not simply relocation of company flying.

- b. The base will have a minimum of two (2) aircraft to cover the flying assigned to the new base. The Company shall be allowed three (3) months to place both aircraft into service.
  - c. If a hybrid base does not comply with the criteria set forth in paragraphs B. or C. within eighteen (18) months from the date of opening, it will be closed unless it is otherwise mutually agreed by the parties to keep the base open.
- 3. There is no minimum number of cities these bases must serve.
  - 4. All vacancies will be filled with volunteers only. No Flight Attendant will be displaced or forced to fill these vacancies.
  - 5. The Company cannot restructure or close any current base and then reopen it to take advantage of the provisions of this section.
  - 6. The Company cannot restructure or close any base meeting the criteria set forth in paragraphs A. or B. and then reopen it as a hybrid base to take advantage of the provisions of this section.
- G. In the event of a dispute over any section of Article 25 (Bases) and a similar dispute exists with the pilots, the resolution of the Pilot dispute will control.

## ARTICLE 26

### MISSING, INTERNMENT, HOSTAGE OR PRISONER OF WAR BENEFITS

- A. Any Flight Attendant who, while in the performance of duties for the Company, through no fault of her own becomes missing, is illegally interned, is held as a prisoner of war, is hijacked or is held hostage shall accrue seniority and longevity credit, and shall receive the following benefits until he/she returns to active employment with the Company or as otherwise provided in this article:
1. The average monthly compensation she received during the highest paid three (3) months of the last six (6) full months she worked with the Company, less legally mandated deductions and deductions previously authorized by the Flight Attendant. Where such Flight Attendant would be entitled to longevity raises, the Flight Attendant shall be paid in accordance with those raises.
  2. Continuation of travel benefits for dependents of said Flight Attendant.
  3. Contributions that were being paid by the Flight Attendant and deducted from her wages will continue to be deducted from wages paid under this internment benefit.
  4. Full accrual of vacation and sick leave credit.
- B. In cases in which it is not apparent whether the Flight Attendant is involuntarily or unlawfully detained, the above benefits will be paid retroactively if such status is later confirmed.
- C. In the event that the Union has concerns regarding the security of Flight Attendants in foreign locations, the parties shall promptly meet and confer regarding appropriate security measures to be taken in light of the risk reasonably expected to be incurred. Any security measures reasonably required shall be promptly implemented.
- D. If death is established, or if there is sufficient presumption of death, all benefits set forth in A. above shall cease and death and survivor benefits shall be paid.
- E. If the parties are unable to confirm whether a Flight Attendant who is interned or unlawfully detained is alive or dead, compensation and other benefits shall continue to be paid by the Company to the beneficiaries (or trust account) indicated in the Flight Attendant's letter of instruction to the Company for a period of eighteen (18) months, after such Flight Attendant was last known to be alive. At the end of that eighteen (18) month period, if the Flight Attendant's status is still unconfirmed, death and survivor

benefits shall be paid.

- F. If a Flight Attendant who has been paid death/survivor benefits pursuant to this Article 5 is later found to be alive, he shall receive retroactively the difference in pay between the total compensation (including death benefits) paid by the Company under this section and the monthly amounts he would have been due under this section had the Company known he was alive. If the Flight Attendant remains interned or imprisoned, monthly payments shall then be resumed for the duration of internment or imprisonment. If the death/survivor benefits are greater than the benefits provided pursuant to this section, the Flight Attendant shall reimburse the Company for the excess received.
- G. The monthly compensation set forth in Paragraph A. above, will be credited to such Flight Attendant on the books of the Company and will be distributed according to written directions from the Flight Attendant. The Company will require each Flight Attendant to execute and deliver to the Company a written direction in the form set forth in Paragraph I. below.
- H. If a Flight Attendant due compensation under this Article has not completed a direction per Paragraph G. above, or the written direction does not cover the situation, such compensation will be held in an interest bearing account at a federally-insured financial institution until the Flight Attendant is found or released and is able to claim the compensation. In the event of the Flight Attendant's death, the proceeds of said account will be paid to the legal representative of the Flight Attendant's estate.

## ARTICLE 27

### SICK LEAVE

#### A. Sick Pay Bank

1. Paid sick time is provided to allow the time off necessary to recuperate from illness or injury.

#### B. Definitions

1. Sick Pay - is pay to an eligible Flight Attendant who cannot perform her regular duties because of sickness or non-occupational injury, including maternity. Sick pay may also be utilized when a Flight Attendant's presence would jeopardize the health of others because of exposure to a contagious disease. Sick pay does not cover time for routine physical examinations or dental check-ups. Pay during a period of sick absence will be based on the Flight Attendant's base rate and scheduled hours. (i.e. Line holders will be paid and have time deducted from their sick bank on a "trips missed" basis and reserves will be paid and have 4.0 hours deducted from their sick bank for each day they are on sick leave.
2. Worker's Compensation Temporary Disability Pay - is pay to an eligible Flight Attendant unable to work because of an injury on the job at the Company.
  - a. The injury must be one that is covered by the applicable state worker's compensation law and must be verified in writing by the treating physician.
  - b. Payment for occupational injury by the Company's insurance carrier, or the state, is generally set at a percentage of the Flight Attendant's average weekly wage. However, this rate and the maximum weekly payment may vary from state to state.
3. State Mandated Benefits - are disability income benefits required by law in certain states. State mandated benefits may include or require payments from an outside source.
4. In no event may a Flight Attendant be entitled to state mandated benefits and sick pay in excess of the Flight Attendant's rate of pay in excess of her monthly line award, or when she is absent for an entire bid month, her monthly guarantee.

#### C. Sick Leave Accrual

1. A Flight Attendant accrues hours of sick pay credits for each month that she is in a paid status. A Flight Attendant will accrue sick leave as follows for each month



of service as a Flight Attendant to a maximum of 300 hours.

Years of Service	Accrual per month
0-12 months	2.0 hours
2-6 years	2.5 hours
7+ years	3.0 hours

2. The Flight Attendant must be at work, on paid sick leave, on vacation, or on a Company-offered leave of absence for at least fifteen (15) or more days in a month in order to be considered to be an active Flight Attendant for sick pay accrual purposes.

D. Commencement and Payment of Paid Sick Time

1. When a Flight Attendant other than a Reserve Flight Attendant loses time because of illness or injury she will be credited with the scheduled time of any trip lost to the extent she has sick leave accrued. A Flight Attendant absent for a full month because of illness or injury who has not been awarded a monthly schedule will be credited with the minimum monthly guaranteed hours to the extent she has sick leave accrued.
2. A Reserve Flight Attendant will be credited with three hours thirty minutes (3.5 hours) for each day of schedule reserve day missed as a result of injury or illness as defined above. The Reserve Flight Attendant will not have the monthly guarantee reduced because of injury or illness provided she has enough sick hours accrued to cover the missed days.
3. If a Flight Attendant becomes unable to perform her duties due to illness while on a trip, and cannot return to her base, she will be provided lodging, if necessary, until she can return to her base.

E. Calling Off / Calling On

1. A Flight Attendant will make one (1) call to Crew Scheduling to notify them that she is unable to report to work due to illness or injury. During the call she will advise them of the anticipated duration of her absence. If the anticipated duration changes, the Flight Attendant will notify Crew Scheduling. When the Flight Attendant is ready to return to work, she will call Crew Scheduling to notify them of her return date.
2. If the Flight Attendant's availability to return to work is in the middle of a multi-day pairing, the Company will reinstate the Flight Attendant into her pairing in domicile at the earliest possible time. By mutual agreement between the Flight Attendant and Crew Scheduling, the Flight Attendant may return to her trip at a location other than her base, or be assigned to another trip within the days of her original trip.

3. A Flight Attendant may use accrued sick leave to receive pay for FMLA-covered absences due to illness or injury of a spouse or child.

F. Exhaustion of Sick Pay

When a Flight Attendant who is unable to work due to illness or injury exhausts her accrued sick leave, the Flight Attendant will be placed on an unpaid medical leave of absence. A Flight Attendant will not accrue Sick Pay while on a medical leave of absence.

G. Travel While on Sick Pay Status

Flight Attendants on sick pay status may use their pass privileges or reduced rate travel for personal travel. Eligible family members (and buddies if accompanied by the Flight Attendant's spouse or other eligible family pass rider), are permitted to travel while the Flight Attendant is in a paid status. To allow time for family members to return from trips in progress or be notified to make alternate travel arrangements, eligible family members may continue to travel for thirty (30) days from the date an Flight Attendant's status changes to "unpaid" (i.e., a Flight Attendant has exhausted her accrued sick leave).

H. Request for Medical Documentation

The Company may request a doctor's note after a Flight Attendant has been off duty due to illness or injury in excess of three (3) consecutive days or where there may be suspected abuse.

I. Worker's Compensation and Occupational Injury

1. A Flight Attendant may elect to use her Sick Pay to supplement Worker's Compensation benefits.
2. Worker's Compensation Temporary Disability payments will be made directly to the Flight Attendant by the Worker's Compensation carrier (or the state) in the amount equal to the statutory requirements.
3. At the option of the Flight Attendant, payments will be made to the Flight Attendant, by the Company, in the amount calculated to be the difference between the Flight Attendant's regular monthly guarantee pay rate and the statutory payment amount, until such time as the Flight Attendant's accrued sick leave (if elected) is exhausted.
4. Sick Bank Payoff

Flight Attendants after five (5) years of service are entitled to be paid for all accrued and unused sick pay bank hours upon Retirement.

ARTICLE 28

VACATIONS

A. Vacation Policy

1. All Flight Attendants are eligible for paid vacation. The rate at which a Flight Attendant accrues vacation is based on the Flight Attendant's Company seniority. The number of days a Flight Attendant actually accrues vacation, to be used in the next year, is based on the Flight Attendant's accrual rate and the number of pay periods the Flight Attendant is active in the current year.
2. Accrual Schedule -The number of vacation hours a Flight Attendant actually receives will be based on her accrual rate and the number of pay periods the Flight Attendant is active in the prior year. The Flight Attendant must be at work, on paid sick leave, on vacation, or on a Company-offered leave of absence for at least fifteen (15) or more days in a month in order to be considered to be an active Flight Attendant for vacation accrual purposes.

The number of vacation hours earned is based on the following rate of accrual:

Years of Service	Monthly Accrual	Yearly Accrual
0-12 months	1.5 hrs/month	18 hrs/year
2-7 years	3.0 hrs/month	36 hrs/year
8+ years	4.5 hrs/month	54 hrs/year

3. A Flight Attendant who leaves the Company voluntarily will receive full payment for unused vacation time credited from the previous year as well as vacation accrued in the year of separation.
4. A Flight Attendant who has not accrued six (6) months of Company seniority is not eligible for vacation pay upon termination.
5. In the event of the Flight Attendant's retirement, permanent disability or death, current year accruals will also be paid.
6. A Flight Attendant may elect any of the following options in connection with unused vacation:
  - a. Elect to be paid for remaining vacation. Pay-out will be made on the first paycheck following January 1st of the next year, or
  - b. In lieu of taking time off, she will be paid at her current hourly rate for each Vacation Hour exchanged. A maximum of sixty (60) hours may be

exchanged each month.

- c. Elect to carry over the remaining vacation to the next year, provided, however, that no more than 1.5 times the current year's accrual may be carried over.
- d. In the event of a Flight Attendant's death, the amount will be paid to her estate.
- e. Upon the effective date of this Agreement, Flight Attendants may elect to convert existing PDO hours to accrued vacation hours, up to a maximum of the equivalent of twenty-four (24) months' vacation accrual as set out in A.2 above (e.g., a Flight Attendant with 5 years of service may convert up to 72 PDO hours to vacation hours; a Flight Attendant with 9 years of service may convert up to 108 hours). The remaining PDO hours, if any, shall be converted to sick bank hours or cashed out, or any combination thereof.

#### B. Vacation Bidding

1. Vacations will be bid on a system wide basis and awarded by Flight Attendant Seniority.
2. Bids will open November 1st and close November 15th of each year. Bids will be submitted on the Vacation Bid form. Vacation awards will be posted and be made available on the Company's intranet website no later than December 1st.
3. A Flight Attendant may bid one week of vacation for each 18 hours of vacation projected to be accrued through December of the year in which she is bidding. Partial weeks remaining (i.e., amounts less than 18 hours) may be designated for VAC-DAT usage as provided below.
4. The weekly allotment of vacation will be no more than 40% below and no more than 25% higher than the annualized weekly average number of vacation weeks available for bid.
5. The annualized weekly average of vacation available for bid shall be the coming year's projected vacation accrual plus all vacation hours carried over, divided by nine hundred thirty six (936).
6. Vacations will be bid and awarded in full week increments. A vacation week is Monday through Sunday. Vacation Slide will be permitted in accordance with Article 6.E.7.
7. A Flight Attendant's weekly vacation awarded is credited and deducted from her

vacation accrual bank by eighteen (18) hours per week.

8. For a Flight Attendant to receive awarded vacation, she must have at least sixteen (16) hours in her vacation bank at the time the vacation is to be taken. The Flight Attendant's monthly guarantee will be reduced by the number of hours in her vacation bank below eighteen (18).

C. VAC-DAT (Vacation-Day-At-A-Time)

1. Flight Attendants may elect to designate up to one week's accrued vacation (18 hours), plus any partial weeks as provided in B.3. above, to be taken as vacation day-at-a-time (VAC-DAT). The Flight Attendant may designate the number of VAC-DAT days during the vacation bidding in November. Each VAC-DAT day shall have credit and pay value of 4.0 hours.
2. During the year, a Flight Attendant may request VAC-DAT for a specific day or sequence of days, up to 3 days, if she has VAC-DAT available. At each base at least

# of F/As awarded VAC-DAT Periods	Base Size
1	1-20
2	21-50
3	51-80
4	81+

will be automatically approved, provided the request is submitted in the month prior to bidding for the month in which the VAC-DAT is requested. (For example, requests for automatic approval for the month of April must be submitted in the February bid process for award with the March bid awards, so that the VAC-DAT will be on the schedule at the time the Flight Attendant bids for her April schedule.) If more than one Flight Attendant bids for the same or overlapping VACDAT period(s), or if the number of bids exceeds the number of awards in the chart above, awards will be made in seniority order. Requests not eligible for automatic approval will be reviewed and if approved, the Flight Attendant will be notified on the "pre-assigns" prior to bidding for the month.

3. Once a request has been properly made, the VAC-DAT must be taken as scheduled unless agreed to otherwise by the Flight Attendant and the Supervisor.

D. Changes To The Posted Schedule

1. Vacation weeks that remain available or become open during the year will be available for Flight Attendants who wish to switch or add to their scheduled weeks of vacation.

2. Request for changes in accordance with paragraph 1 above must be received no later than the close of bids the month prior to either the scheduled vacation or the first day of the vacation she wishes to select, whichever occurs first. The request must be made in writing. If the Flight Attendant is the most senior Flight Attendant to make such a request, the Supervisor will approve the change, and the posted vacation schedule will be revised accordingly.
3. Any open vacation period on the vacation schedule will remain open for seventy-two (72) hours prior to being awarded to the senior eligible bidder.
4. Updated open vacation weeks will be routinely posted no later than the 5th of each month on the Company's intranet website.

E. Perfect Attendance Incentive

1. For each rolling consecutive six (6) month period of perfect attendance, each full-time Flight Attendant shall be entitled to 3 additional vacation hours. If a Flight Attendant has perfect attendance for a calendar year, she will receive an additional 3 hours to a maximum of 9 hours for each calendar year. At the option of the Flight Attendant, perfect attendance days may be taken as VAC-DAT, added to the Flight Attendant's vacation bank or, with the mutual agreement of the Company, added to the Flight Attendant's awarded vacation weeks.

## ARTICLE 29

### ATTENDANCE POLICY

#### A. Introduction / Statement of Policy

1. The Union and the Company are committed to a fair and reasonable Attendance Policy that is designed to recognize and encourage good attendance and provide fair treatment for any Flight Attendant who is absent or late for work excessively. It is each Flight Attendant's responsibility to report to work on time and to work the full schedule. It is also recognized that on occasion Flight Attendants (or immediate family members) experience sickness that prevents the employee from coming to work or Flight Attendants may be late to work for reasons beyond their control.
2. Tracking attendance, absences or tardiness is not intended to reflect negatively on any Flight Attendant. Absences / tardiness are noted only to ensure, that in rare instances of excessive absenteeism from the job, Flight Attendants are treated impartially and fairly.
3. All Flight Attendants are expected to return to active status after any absence or leave as soon as they are capable of resuming their job duties including returning to work for a remaining portion of their trip or schedule. Each Flight Attendant is required to personally contact Crew Scheduling as soon as possible regarding her absence or tardiness, unless unable to do so for reasons beyond her control.
4. Attendance / tardiness records are not part of a Flight Attendant's personnel record unless disciplinary action is necessary. The actual attendance record will be maintained by the Inflight Supervisor.
5. Abuse of sick leave benefits is a violation of this policy and is subject to corrective action up to and including termination. An example of abuse may be, taking days off under the guise of illness when not actually ill.

#### B. Occurrences of Absenteeism / Tardiness

The focus of this program shall be frequency of "occurrences" of absenteeism/tardiness based on a cumulative occurrence system. An occurrence shall be a continuous absence from scheduled duty or reporting late to work or failing to complete a scheduled shift. Occurrences of absenteeism/tardiness will vary in duration according to the nature of the event, and may range from 6 minutes (tardiness) to several weeks or more for a single event within a rolling twelve-month period. (Example: A Flight Attendant calling off sick for a three-day trip will receive one occurrence. If the Flight Attendant remains sick with the same illness for his/her next trip, he/she will not receive an additional occurrence).

If an absence is expected to last more than seven (7) scheduled work days for a single event, the Flight Attendant must contact the Leaves of Absence department. If the Flight Attendant does not qualify for a leave of absence (e.g. medical, FMLA, etc.), each day the Flight Attendant is absent beyond the first seven work (7) days will count as an additional occurrence. Occurrences shall be assessed as follows:

1. Tardiness/Lateness = 1/2 Occurrence

A Flight Attendant reports 6 or more minutes late, but no later than the originally scheduled departure time and in time to work the scheduled flight without delay to her own or another flight, and provided the Flight Attendant has notified scheduling in advance of her report time that she will be late.

2. Absenteeism/Sick Call = 1 Occurrence

A Flight Attendant who:

- a. Is absent from any portion of scheduled duty (e.g. trips, training, etc.),
- b. Reports to the Company she is unavailable for a scheduled day of work or reserve prior to contact by the Company, or
- c. Reports 6 or more minutes late and causes a delay in her own or another flight.

3. No Call/No Show = 2 Occurrences

- a. A Flight Attendant who fails to call or show for a scheduled duty assignment, or shows too late to work the scheduled flight, and in either case has not notified crew scheduling in advance that she will be absent or late.
- b. Two consecutive days without authorization or no call/no show notification to management will be considered a voluntary termination. The only exception for a Flight Attendant unable to "no call/no show" is if they are personally hospitalized or otherwise unable to call due to unusual circumstances that are beyond the control of the Flight Attendant. Two no call/no show events within 12 months will, regardless of occurrence total, be grounds for termination.

**B. Absences / Tardiness / Lateness Non-Chargeable under this Policy**

Absences for the following reasons shall not receive occurrence points, provided the Flight Attendant provides notice to the Company as soon as reasonably possible under the particular circumstances. The Flight Attendant must provide the Company supporting



documentation in advance of the event, or if unforeseeable, within 5 days of the event, unless otherwise extended by applicable law or by agreement of her supervisor:

- a. Funeral / Bereavement Leave - limits and procedures as stated in Flight Attendant Contract
- b. Jury Duty
- c. Court Subpoena - civil or criminal cases in which Flight Attendant is not a named party
- d. Approved Military Leave
- e. Workers' Compensation injuries or illnesses which have been filed and approved
- f. Approved Family Medical Leave (FMLA)
- g. Approved Vacation Leave or time off (paid or unpaid).
- h. Lack of work or emergency closing or layoff
- i. Weather conditions or other conditions that materially affect Company operations and the Flight Attendant's ability to report for duty as scheduled, provided the Flight Attendant takes reasonable measures to report as soon as possible to resume her own or another assignment.

C. Progressive Policy

The disciplinary process is progressive in nature but may be implemented or accelerated at any step, including termination, depending upon the severity of the situation.

D. Excessive Events of Absenteeism / Tardiness / Lateness – Corrective Action

	Number of Occurrences in 12 Months Active Service			
	4	6	7	8
Result:	Verbal	Written	Final/Suspension	Termination

1. Step #1- Verbal Warning:

After the accumulation of 4 occurrences within an active rolling twelve-month period, the Flight Attendant will be given a documented Verbal Warning by her Supervisor informing her that her attendance is a problem that needs corrective attention. This First Warning will be placed in her personnel file.

2. Step #2 - Written Warning

After accumulating 6 occurrences within an active rolling twelve- month period, a disciplinary letter will be issued to the Flight Attendant that her attendance is at an unacceptable level and that it requires her immediate attention to correct it. This letter will warn of further disciplinary action up to and including termination of employment if absences or tardiness continue. This Written Warning Letter will be placed in their personnel file.

3. Step #3 - Final Warning/Suspension

When a Flight Attendant incurs 7 occurrences of tardiness/absenteeism in an active rolling twelve-month period, the Flight Attendant will be issued a final written warning letter that their tardiness or attendance continues to be at an unacceptable level which will include a disciplinary suspension of three unpaid days off as determined by Management based on operational needs. The Flight Attendant must realize that this is the last warning before termination. This Final Warning Letter will be placed in her personnel file.

4. Step #4 - Discharge or Termination

If the Flight Attendant accumulates 8 occurrences within a rolling twelve-month period or has failed to correct her absenteeism/tardiness after receiving a verbal warning, written warning and final written warning, the Flight Attendant will be subject to termination of employment with Republic Airways, Inc.

E. Management Guidelines

1. Flight Attendant disciplinary actions should be administered by the appropriate Supervisor within 5 working days after the Flight Attendant returns to work unless unusual circumstances prevail.
2. This policy supersedes the Attendance Policy set out in Chapter 8 of the Company's Associate Handbook as it relates to Flight Attendants, but does not supersede any other published policies or guidelines.

F. A Flight Attendant may request union representation and/or file a grievance at any step of this procedure, subject to the provisions of Article 18.C and Article 18.E.3 of this Agreement.

G. Perfect Attendance Incentives

In an effort to recognize Flight Attendants who have perfect attendance for a sustained, consecutive period of time, the program detailed below has been developed. Perfect attendance is defined as no attendance occurrences (late, absence or no-call/no-show) other than approved vacation. Absence from work due to any type of approved leave of absence is treated as an attendance occurrence for perfect attendance consideration, except for: jury duty; bereavement leave; union leave other than under Article 12.G.1; FMLA leave if the Flight Attendant has drawn from her paid vacation bank to cover the applicable leave period; or as otherwise prohibited by law.

1. Minimum Credit Hour Requirements

In order to qualify for the perfect attendance awards set forth below:

- a. Full-time flight attendants must have averaged 75 credit hours per month, but no less than 60 credit hours for any given month, during the applicable period.
- b. GLT flight attendants must average 37.5 credit hours per month, but no less than 30 credit hours for any given month, during the applicable period.

2. Rolling Three Month Award - Occurrence Credit

After 3 consecutive months of perfect attendance, Flight Attendants earn back 1/2 occurrence. This 1/2 occurrence will be credited to their total. If this causes the total to go negative, a Flight Attendant may maintain up to a -2 (negative 2 points) occurrence balance. At no time can a Flight Attendant's occurrence level drop below -2 occurrences. If the Flight Attendant is at -2 occurrences at the time of the perfect attendance award, no occurrences will be earned back and credited to her total. After completing 3 consecutive months of perfect attendance, Flight Attendants are not eligible to earn back additional occurrence credits under this provision until they complete 3 additional months of perfect attendance.

3. Rolling Six-Month / 12-month Award – Pay Credit–

- a. Each full-time Flight Attendant who attains a consecutive six-month period of perfect attendance will be entitled to 3 hours pay at her applicable rate for each such period. An additional 3 hours of pay will be awarded for each consecutive 12-month period of perfect attendance. The maximum attendance award per calendar year shall be 9 hours.
- b. Each GLT Flight Attendant who attains a consecutive six-month period of perfect attendance will be entitled to 1.5 hours of pay for each such period. An additional 1.5 hours will be awarded for each consecutive 12-month period of perfect attendance. The maximum attendance award per calendar year shall be 4.5 hours.

ARTICLE 30

DURATION

This Agreement shall become effective on \_\_\_\_\_, 2013 and shall continue in full force and effect until \_\_\_\_\_, 2018 and shall renew itself without change until each succeeding \_\_\_\_\_ thereafter unless written notice of an intended change is served in accordance with Section 6, Title 1, of the Railway Labor Act, as amended, by either party hereto at least 30 days, but not more than 360 days, prior to \_\_\_\_\_, 2018. or \_\_\_\_\_ of any subsequent year.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 2013.

FOR Republic Airways  
Holdings Inc.

FOR THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS  
LOCAL 135

\_\_\_\_\_  
Wayne Heller  
Executive Vice President  
Chief Operating Officer

\_\_\_\_\_  
Brian Buhle  
Secretary Treasurer  
IBT Local 135

\_\_\_\_\_  
Rose Doria  
Vice President Labor Relations

\_\_\_\_\_  
Jeff Combs  
Assistant to the president/Trustee  
IBT Local 135

\_\_\_\_\_  
Amy Chiappe  
Director of Inflight

\_\_\_\_\_  
Nicole Zimmer, Business Representative IBT  
Local 135