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Section 1 - DEFINITIONS

Section 1 - Definitions

As used in this Agreement the term:

A.

"Airport Reserve" means a period of reserve in which the Flight Attendant must be available to fly within 15 minutes of notification of an assignment.

B.

"Attempt" means an attempt is defined as an aircraft movement that includes the aircraft becoming airborne.

C.

"Bid Eligibility List" means a list of Flight Attendants constructed by the Company and as recognized by the recognition clause who are eligible to bid for a line of time or reserve line of time. Supervisory Flight Attendants and full-time instructors and full-time check Flight Attendant shall not be eligible to bid a monthly schedule.

D.

"Block to Block" means that period of time beginning when an aircraft first moves from the ramp blocks (chock to chock) and ending when the aircraft next comes to a stop (chock to chock) on the ramp at any station or other point of termination.

E.

"Build Up Line" means a schedule built by the Company (see scheduling section).

F.

"Calendar Day" means a twenty-four (24) hour period commencing at 0001 local time and ending at 2400 hours local time.

G.

"Credited Flight Time" means all time credited for pay purposes as provided in this Agreement.

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Section 1 – DEFINITIONS

H.

"Day Free of Duty" means a calendar day a Flight Attendant is not required to perform any duty for the Company, unless otherwise provided in this Agreement. All days free of duty shall be at a Flight Attendant's domicile.

I.

"Deadhead" means to be positioned to or from flying.

J.

"Domicile" means a geographical location where a Flight Attendant is based and from which a Flight Attendant's trips will originate and terminate.

K.

"Duty Time" means all the time which passes from the time a Flight Attendant is required to report, or actually does report, whichever occurs later, for the first scheduled departure in a day until a Flight Attendant is released from duty for the day. It shall also include time spent deadheading and training.

L.

"Furlough" means the removal of a Flight Attendant from active duty as a Flight Attendant due to a reduction in force or other period of time during which such Flight Attendant is not in the active employ of the Company as a Flight Attendant due to such reduction in force.

M.

"Month" means the period from the first day of, to and including the last day of, each calendar month of the year except that for Flight Attendant scheduling and pay purposes, January, February, and March will each be considered a thirty (30) day month through the addition of January 31st and March 1st to the month of February. During Leap Year, February will be a thirty-one (31) day month.

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Section 1 – DEFINITIONS

N.

"Open Time" means flight time not assigned to schedules and flying that may become available during the bid period.

O.

"Regular Lines" means a planned pattern of trip sequences and intervening days off constructed in accordance with this agreement.

P.

"Positive Space Reservations" means a reservation for a flight or series of flights in which the Flight Attendant has a confirmed reservation and will be given boarding priority after revenue passengers in accordance with the applicable code share's policies.

Q.

"Reserve Day" means a day which begins at 0001 hours and continues until 2400 hours

R.

"Reserve Flight Attendant" means a Flight Attendant who holds a reserve line of time or who is assigned to reserve.

S.

"Reserve Line" means a line of flying constructed in accordance with Scheduling Section 6.5.

T.

"Segment Time" is the time computed by using the average of historic and enroute (Block to Block) times between city pairs by type of equipment. Segment times shall be identical for all flight crew members.

U.

"Trip" means a flight or series of flights that are paired together and may include one or more duty periods.

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## Section 2 - RECOGNITION

### Section 2 - Recognition

1.

In accordance with Certification Number R6304 by the National Mediation Board, the Company recognizes Local 618, the International Brotherhood of Teamsters as bargaining representative of the Flight Attendants employed by Trans States Airlines to the extent described below, for purposes of the Railway Labor Act, as amended.

2.

The Company recognizes the right of the Flight Attendants in its employ to perform Flight Attendant work of the nature they have customarily and traditionally performed. Nothing herein shall be deemed to limit or restrain the Company's existing right to revise Flight Attendant duties from time to time, or assign such additional duties as the Company deems necessary for the needs of the service, provided it does not violate any article of this contract, and nothing herein shall be construed to limit in any way the Company's right to assign supervisory or other personnel to perform non-flight attendant functions. Supervisory or other personnel of the Company may perform flight attendant duties as a result of the unavailability of recognized flight attendants, to maintain the needs of the service, for instruction or checking purposes, to maintain currency, or as otherwise provided in this Agreement. Generally, the Company will not schedule such supervisory or other personnel in advance, except where the staffing or the reserve complement requires, as determined by the Company.

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## Section 2 – RECOGNITION

3.

Nothing in this agreement will be construed to limit or deny any Flight-Attendant, the Company, or the Union any rights or privileges to which they may be entitled under the Railway Labor Act, as amended.

4.

The Company will not establish or maintain a domicile at any location outside the United States unless the Flight Attendants are on the Flight Attendant System Seniority List in accordance with this agreement and the Railway Labor Act, as amended.

5.

Successorship

a.

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

b.

The Company shall not create or acquire an alter ego to avoid the terms and conditions of the Agreement.

6.

Scope

All present and future flying performed in or for the revenue service of the Company covered by this Agreement in aircraft operated by Trans States Airlines will be performed exclusively by the Flight Attendants on the Trans States Airlines Flight Attendant Seniority list in accordance with this Agreement. Such flying includes all flying on Trans States Airlines aircraft that require Flight Attendants.

## Section 2 - RECOGNITION

7.

### Merger Provisions

a.

In the event of the merger of the Company with another certified air carrier, where such merger effects the seniority rights of the Flight Attendants covered by this Agreement, provisions will be made for integration of seniority lists in a fair and equitable manner as provided in Sections 3, and 13 of the Labor Protective Provisions specified by the Civil Aeronautics Board in the Allegheny-Mohawk merger ("Allegheny-Mohawk LPPs").

b.

Upon the announcement of a merger or any other transaction which will result in the acquisition of another certified air carrier by the Company or the consolidation of the Company with another air carrier, the Company will promptly meet and confer with Flight Attendants.

8.

### Remedy - Expedited System Board of Adjustment

The Company agrees to the following expedited System Board of Adjustment procedures. Any grievance fledging a violation of this Section shall proceed directly to the System Board of Adjustment sitting with a neutral arbitrator. The Neutral shall be selected in accordance with this agreement. The hearing shall take place within thirty (30) days after the selection of the arbitrator. The Board shall render its decision within thirty (30) days after the close of the record. Times lines, in this section, shall only be altered by mutual consent of the parties in writing.

Section 3 - COMPENSATION

Section 3 - Compensation

1.

In computing the hours for pay purposes, the greater of the scheduled or actual credited block times for those flights shall be used.

2.

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

a. Longevity First 6 Months

Hourly Rate

17.25

Second 6 Months 18.25

After 1 Year 19.50

After 2nd Year 20.50

After 3rd Year 21.00

After 4th Year 21.75

After 5th Year 23.00

After 6th Year 23.50

After 7th Year 24.25

After 8th Year 25.00

After 9th Year 25.75

After 10th Year

After 11th Year

After 12th Year

After 13th Year

After 14th Year

After 15th Year

26.50

27.25

28.00

28.75

29.50

30.25

### Section 3 – COMPENSATION

#### 3. Minimum Bid Period guarantee

a.

Each Regular Line holder shall have a minimum guarantee of 75 hours per bid period.

b.

Each Reserve Line holder shall have a minimum guarantee of 70 hours per bid period.

#### 4. Minimum Bid Line Guarantee

Each month the Company achieves a 98% completion factor, each Regular Line Holder shall be entitled to a minimum of ninety-five (95%) of his/her Awarded Final Schedule, subject to reduction for voluntary schedule adjustments. In months when the Company does not achieve a 98% completion factor, each Regular Line Holder shall be entitled to a minimum of ninety (90%) of his/her Awarded Final Schedule, subject to reduction for voluntary schedule adjustments.

#### 5. Premium Pay

a. If a Regular Line Holder is "Junior Assigned" they shall be paid one and one-half (150%) of the normal hourly flight pay for such assignment.

#### 6. Reserve Pay:

a.

A Reserve Flight Attendant on reserve other than airport reserve who is called out to the airport, shall be credited with a minimum of four (4) hours or actual segment time flown, whichever is greater.

b.

A Reserve Flight Attendant on reserve other than airport reserve who is not called out to the airport, shall not be credited with the four (4) hour minimum, but will receive their guarantee.

Section 3 – COMPENSATION

c.

A Reserve Flight Attendant assigned to airport reserve shall be credited for pay purposes in the amount of five (5) hours per day or actual time flown, whichever is greater.

d.

A Regular Flight Attendant assigned to airport reserve shall be credited with flight time conducted prior to the airport reserve. For the airport reserve assignment they shall receive five (5) hours or the actual time flown, whichever is greater.

7.

The carrier may pay higher rates of pay for Flight Attendants for any location based on a higher cost of living for that location.

8.

Flight Attendants will be paid their hourly rate plus additional pay for training other Flight Attendants as follows:

a.

\$5.00 per hour for familiarization flights;

b.

\$5.00 per hour for check rides; and

c.

\$6.50 per hour for initial operating experience flights

9.

Alcohol & Drug Testing Pay

a.

Each Flight Attendant shall be credited with fifteen (15) minutes of flight pay credit at straight time for each random Drug and/or Alcohol Test.

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### Section 3 – COMPENSATION

#### 10. Flight Attendant Pay

a.

The Company will direct deposit Flight Attendant pay, on the Last day of the month and the sixteenth (16th) of each month. The pay on the sixteenth (16th) of the month shall equal one-half ( $\frac{1}{2}$ ) of the current month's guarantee, plus any remaining amount due from the prior month. The pay on the first (1st) day of the month shall cover the balance of the prior or current month's guarantee.

b.

Pay shall be available by 9:00 AM on payday. When a pay day falls on a Saturday, payment will be made on Friday; if on a Sunday, payment will be made on Monday; if on a weekday holiday, payment will be made on the prior day, except Monday holidays will be paid on Tuesday.

c.

Clerical errors involving shortages of one hundred dollars (\$100) or more shall be paid within two (2) working days of the day the error is verified. Errors of less than one hundred dollars (\$100) will be corrected at the next pay date following verification.

d.

The Company shall provide a direct deposit form for the Flight Attendant to complete. The Flight Attendant may designate any bank of his/her choice and shall designate the applicable bank account and routing number. When the Flight Attendant has designated a bank, he or she may not designate a change to another bank for two (2) months unless necessitated by a takeover/merger of major alteration to the financial institution.

e.

Pay and benefit information shall be available online at the Company's website (or other secure website) on the schedule listed above. All the information currently on the Direct Deposit receipt shall be available on-line in a substantially similar form.

### Section 3 – COMPENSATION

11.

Supervisory/Training Flying - Whenever a Flight Attendant is replaced by a member of management or a trainee for a flight at a point in time when such Flight Attendant is assigned, legal, and available to fly such flight, he/she shall be released or rescheduled within two (2) hours, and he/she shall receive pay and flight time credit for a minimum of four (4) hours or for actual time flying during that day including, the scheduled value of the flights missed, whichever is greater.

12.

Flight Attendants shall receive one hour of flight pay credit for every two hours of training. Flight Attendants must complete scheduled flights on days of training aside from periods they are actually in training.

13.

Deadhead Pay

a.

When a Flight Attendant is assigned to deadhead on a flight, the Flight Attendant shall receive fifty percent (50%) pay credit for the deadhead time (based upon scheduled flight time).

b.

Deadheading is that time when a Flight Attendant is required to be on a particular flight, but is not a member of the assigned crew for that flight.

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## Section 4 - EXPENSES

### Section 4 - Expenses

A.

The Company will provide and pay for comfortable and adequate single occupancy lodging at all overnight stations for Flight Attendants on assigned trips, on temporary assignment (TDY, and double occupancy during training (including initial new hire training), when away from their domicile. The Company shall request that all layover lodging locations provide rooms on the second or higher floor, with access to the room(s) available through interior hallways.

1.

The Company shall provide suitable and safe transportation between airport and lodging facilities. If no eating facility is available at or in the vicinity of the lodging facility, the Company will provide transportation to an eating facility.

2.

At points other than the Flight Attendant's domicile, where the flight attendant is separated from the remainder of the crew and where the Company's scheduled or prearranged transportation is not available within thirty minutes (:30) from block in, scheduling will authorize the Flight Attendant to utilize taxi transportation to the lodging facility for the crew.

3.

The Company will meet with the IBT Business Representative or designee to discuss the suitability of overnight facilities upon request. If it is determined that an overnight facility is not suitable at a particular location then the IBT Business Representative or designee may review a list of appropriate facilities offered by the Company and consult with the Company about the selection.

4.

If daytime layovers (on duty time) at other than the Flight Attendants domicile are scheduled or rescheduled for more than six (6) hours (block in to block out) in scheduled operations, double occupancy hotel accommodations will be provided.

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Section 4 - EXPENSES

5.

It shall be the responsibility of each Flight Attendant to insure that all hotel charges for which the Company is not responsible (e.g., meals, personal phone calls, in-room movies, etc.) are cleared prior to departure from the hotel. The Flight Attendant will also make a reasonable effort to resolve any disputed charges.

6.

The IBT Business Representative will consult with the Company regarding establishment and adequacy of crew lounge facilities.

B. EXPENSES AND MEALS

1.

Flight Attendants shall be paid for each hour away from domicile as follows:

DOS \$1.40 Per Hour

DOS + 1 Year \$1.50 Per Hour

DOS + 2 Year \$1.55 Per Hour

DOS +3 Year \$1.60 Per Hour

2.

The Company recognizes the need to address the Flight Attendants nutritional requirements during the duty day. To the extent practicable, the Company will accomplish this by constructing schedules in a manner that will provide adequate breaks with access to eating facilities.

3.

A Flight Attendant on temporary assignment ("TDY") away from his/her domicile will be paid an expense allowance, in accordance with B.1 above, for the period of the temporary assignment ("TDY"). In the event the Flight Attendant has five (5) or more consecutive days away from duty, the Company may provide the Flight Attendant with a round trip "Positive Space Reservation" to enable him/her to return to his/her domicile for those days in lieu of an expense allowance for those days.

Section 4 - EXPENSES

C.

SPECIAL ASSIGNMENTS

1.

When travel advances are authorized and used for these expenses, the expense claims must be submitted to the Company within ten (10) working days of the Flight Attendant's return to his domicile.

2.

The Company will reimburse the Flight Attendant within ten (10) working days of receipt of such Flight Attendant expense claim.

3.

Hotel rooms will be provided pursuant to paragraph A of this Section.

D.

The Company will provide space for the parking of personal automobiles at each domicile for Flight Attendants on temporary duty or domiciled at that location. At domiciles where free parking is not available, the Company will pay for the cost of the parking.

E.

When a Flight Attendant drives his/her personal vehicle at the direction of the Company (prior approval required), he/she shall be reimbursed at forty cents (\$0.40) per mile or the Federal Government mileage rate whichever is greater AAA mileage, and return.

F.

Air Transportation while on Temporary Assignment will be furnished to the Flight Attendants unless the Flight Attendant requests to drive his/her own vehicle to the Temporary Assignment, and if request is approved, in which case the Company will pay in accordance with paragraph E above from his/her domicile to the place of his/her Temporary Assignment (AAA Mileage) and return.

G.

The Company will reimburse each Flight Attendant for the cost of any work related visas.

#### Section 4 - EXPENSES

H.

The Company will reimburse each Flight Attendant for the cost of the required renewal of their passport.

I.

Moving Expenses

1.

Flight Attendants involuntarily displaced from one domicile to another by the Company due to a reduction in force, domicile closure or reallocation of flying will be eligible for moving expenses, so long as the Flight Attendant moves to a residence that is within fifty (50) miles of the new domicile airport. In such cases, the following benefits will apply:

a.

In connection with the Flight Attendant's actual move of his/her household to the new domicile, the Company will allow three (3) consecutive days free from duty for the first five hundred (500) miles and one (1) additional day free from duty for each additional three hundred fifty (350) miles or fraction thereof to complete the required move. These Days off are to be taken in conjunction with the actual move. Such days off shall be without pay, except the Flight Attendant's monthly guarantee shall not be reduced as a result of the additional days off.

b.

If the Company provides less than forty-five (45) days notice of involuntary move as provided for herein, and an affected Flight Attendant incurs a penalty in order to terminate her household lease, the Company will reimburse the Flight Attendant for such broken lease penalty upon presentation of proof of such penalty. The Flight Attendant will take all reasonable steps to avoid such penalty and fully cooperate with the Company to avoid such a penalty.

c.

The Company will provide a Flight Attendant and their spouse with two (2) round trip "Positive Space Reservations" during the first thirty (30) day after the transfer.

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Section 5 - SENIORITY

Section 5 - Seniority

A.

Seniority under this Agreement shall be defined as length of service from date of hire as a Flight Attendant with the Company, except as otherwise provided in this Agreement.

B.

Except as may be provided otherwise in this Agreement, seniority and basic qualifications shall govern all employees covered by this Agreement in case of all transfers between Domiciles, in bidding schedules and vacations, and layoff and recall from layoff.

C.

Effective on the Date of Signing of this Agreement, Flight Attendants shall be placed on the seniority list in order of their date of hire (class date). The order of seniority of Flight Attendants whose date of hire (class date) is the same, shall be determined by the last four digits of the Flight Attendants' Social Security Number, lowest being the most senior, except that Flight Attendants transferring from another department within the Company shall be first in seniority within their class. When there is more than one such Flight Attendant in a class, their relative seniority will be in order of their length of service with the Company. This shall not alter the relative position of the Flight Attendants on the current Seniority List.

D.

The Company shall post on the Trans States internet website updated seniority lists each January 15th and July 15th. A Flight Attendant may protest his/her placement on the list for a period of thirty (30) days after posting of the first list upon which such placement occurs. If no protest is made within this thirty (30) day period, the list as published will be deemed to be correct. A copy of each updated seniority list shall be sent to the Union.

Section 5 – SENIORITY

E.

A Flight Attendant covered by the Agreement shall lose his/her seniority status and his/her name shall be removed from the seniority list under the following conditions:

1.

He/she quits or resigns.

2.

He/she is discharged for Just Cause and not reinstated.

3.

He/she is absent from work for three (3) consecutive days without properly notifying the Director Inflight Service of the reason for his/her absence, except where the specific circumstances preclude notification.

4.

He/she declines recall or fails to notify the Company of his/her intention to return to service from furlough in accordance with Section 14.

5.

He/she does not return to the service of the Company at the expiration of a leave of absence.

6.

He/she is not recalled after having been on layoff status within the applicable period set forth below:

Employment Status	Recall Eligibility Period
Full-time Flight Attendant	Two (2) years

F.

A Flight Attendant who accepts another Inflight (including Inflight management) or a management position with the Company will retain and accrue seniority so long as he/she retains regulatory currency.

G.

A Flight Attendant who accepts an official position with the Union representing Flight Attendants shall retain and accrue Seniority. The Flight Attendant must maintain regulatory currency at no additional cost to the Company. The Flight Attendant will have the right to return to his/her former position with 30 days notice. During the period the Flight Attendant is working for the Union, he/she is an employee of the Company and shall be entitled to all benefits of employment.

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## Section 6 - SCHEDULING

### Section 6 - Scheduling

#### A. Scheduling Committee

1.

The Union may establish a Scheduling Committee that will meet with the Company for the purpose of developing cooperative and efficient flight operations, including input and suggestions with respect to trip pairings. The Scheduling Committee will be given access to information regarding current aircraft flows, block time reports, reports on due dates for scheduled training and check rides, vacations, and leaves of absence (less confidential personal information). The Union may submit recommendations to the Company. When conflicts between the schedule and FAR's or this Agreement are verified, the Company will take immediate action to resolve such conflicts. The Company will give fair consideration to Union recommendations.

2.

The Union will pay designated scheduling committee members for any time spent jointly reviewing the monthly schedules with Company personnel at a location designated by the company. For each day a Flight Attendant spends performing such duties, he/she will be credited and paid at his/her applicable pay rate, the greater of:

a.

Five (5) Hours for each day, or

b.

The value of Trips missed and

c.

Per Diem, if travel is required.

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## Section 6 – SCHEDULING

### B. Construction of Schedules

Awarded schedules will contain Regular lines of Flying.

Build-up and/or Reserve Lines shall also be constructed where determined appropriate, considering such factors as size of Domicile, block hours to be flown, and known, and anticipated unavailability of Flight Attendants due to leaves, vacations, and training.

1.

Bid website, bid packages (available in each Domicile) or other location mutually agreed between the Company and the Union will contain:

a.

A bid eligibility list in order of seniority.

b.

The number of anticipated Regular lines, which will be constructed from all known trips except trips withheld for assigned lines (flying for IOE, training, management Flight Attendants, or as provided elsewhere in this Agreement) and other trips that cannot be constructed into regular lines pursuant to the requirements of this Agreement. Withheld flying will not exceed five (5) percent of all scheduled block hours.

c.

Pairings shall include pairing number and frequency, credit time, flight numbers, departure and arrival airport, departure and arrival times, total block-to-block times, report times, daily on-duty period, layover station, hotel name and phone number, release time, layover time, total time away from domicile, and deadhead times as applicable.

d.

Anticipated number of reserve lines with days off and available days.

e.

All planned absences. (e.g. vacation, leave of absence, military duty).

f.

Closing day and time for bids.

g.

A list of Flight Attendants who are due for recurrent training with dates, time, and location of that training (if known).

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## Section 6 – SCHEDULING

### 2. Regular Lines of Flying

The Company will create Regular lines in accordance with the following:

a.

A planned sequence of trips with intervening days off, arranged in a schedule for the bid period.

b.

No reserve days.

c.

A minimum eleven (11) days off at domicile.

d.

A minimum of no less than seventy five (75) credit hours.

e.

A maximum of no more than one hundred and five (105) credit hours.

f.

A trip will not be scheduled or rescheduled to exceed three (3) consecutive overnights away from Domicile.

g.

Only trips that commence and end at the Flight Attendant's domicile.

### 3. Build-up Lines of Flying

Build-up lines will be blank when posted. After Initial Open Time, Build up lines will be filled in with trips that remain available.

a.

The reserve days may be added but may not take the Flight Attendant below his/her minimum days off as a Regular Line Holder.

b.

When adding reserve days, Crew Planning will, to the extent possible, honor days-off requests in Seniority order.

c.

A minimum eleven (11) days off at Domicile.

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## Section 6 – SCHEDULING

4.

### Continuous Duty Overnights

a.

A Flight Attendant will not be involuntarily scheduled for no more than four (4) day three (3) night consecutive CDO's.

b.

A CDO trip will not be scheduled for more than 6 total legs, including deadheads.

c.

CDO trips will terminate and the Flight Attendant will be released upon first arrival at the Domicile following the CDO period, except that a Flight Attendant may be required to fly two additional legs as long as they return to Domicile within five (5) hours of the first arrival at the Domicile.

d.

CDO Lines will be considered Regular Lines covered by the provisions of paragraph B.2.a-g.

5.

### Reserve Lines of Flying

Reserve lines will be constructed to show reserve days and days off (Subject to balancing prior to the Final Schedule which will be done in reverse seniority order and will not change awarded Golden days off) in accordance with the following:

a.

A minimum of nine (9) days off at Domicile.

b.

Reserve lines shall contain days off at domicile arrayed so as to provide multiple day off blocks and to minimize single days off.

c.

Constructed with at least one (1) three (3) day block free from duty during each month that will designated Golden, subject to #1 & #2 below:

(1)

Golden days will be awarded in seniority order. If more than one (1) Flight Attendant bids overlapping days with another Flight Attendant, the Company may designate another block of three (3) days off to the junior Flight Attendant.

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## Section 6 – SCHEDULING

(2)

Once the days are awarded they shall be considered as Golden. A Reserve Flight Attendant will not be required to perform any duty or assignment for the Company on their Golden day.

d.

A Flight Attendant assigned a Reserve Line may express a preference for AM or PM Airport Reserve that will normally be awarded based on seniority.

C.

### Bidding and Awarding of Schedules

1.

Bid period means a period of time as defined in this Agreement. Where necessary to alter a bid period due to an airline schedule change Crew Scheduling will consult with the Union Business Representative or his/her designee to arrive at an alternative.

2.

All eligible Flight Attendants may bid for lines based upon their status. All bids shall be awarded in accordance with seniority of eligible bidders.

3.

Bids will normally be opened to all Flight Attendants not later than the twentieth day of the current bid period at 1600 Local Domicile Time. It is understood that during periods of pending schedule changes or other operational problems, the business representative and the union scheduling committee shall confer and agree on a bid date or other course of action.

4.

Flight Attendant shall have until 1200 hours Central time on the twenty-third day of the current bid period to submit their bids.

5.

Bids must be submitted through the Company website and any other method mutually agreed by the Company and the Union. Bid results will be posted on the Company website.

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Section 6 – SCHEDULING

6.

A Flight Attendant who does not submit a bid will be awarded the next available unbid Regular Line or Reserve, except as under C.10 below.

7.

The Initial Bid Award will be made available on the Company website within six (6:00) hours after the bid closing.

8.

A Flight Attendant shall bid in Domicile as indicated in the bid eligibility list. He/She shall be listed in accordance with His/Her current awarded or assigned Domicile pursuant to the Filing of Vacancy section of this Agreement.

9.

The Company shall make only the necessary adjustments to awarded lines to correct errors.

10. Eligibility to Bid:

a.

A Flight Attendant will not bid a schedule for the bid period if the OE portion of his/her training is scheduled to occur during the bid period.

b.

A Flight Attendant on an approved leave of absence will be eligible to bid if he/she will be available for duty for more than fifty percent (50%) of the bid period.

D. Initial Open Time

a.

Initial Open Time shall be posted on the Company Website for bid on the 24th at 1700 Central Time for Regular Line Holders to add to their schedule.

b.

Initial Open Time shall close on the 26th at 1000 Central Time.

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## Section 6 – SCHEDULING

### E. Bid Period Transition Assignments

1.

The bid period transition occurs when a Flight Attendant's awarded schedule for the next bid period and the current bid period schedule conflict or would otherwise be illegal if not adjusted. The bid period transition shall consist of the first four (4) days of the bid period.

2.

Any adjustments required in a Flight Attendant's bid line to allow for the transition of monthly schedules will be done in such a manner as to maintain as closely as possible the subsequent month's bid line value.

3.

Transitions will be adjusted to reflect any changes in originating city, report time, layover city, layover time, hotels and phone numbers.

### F. Final Schedule

Each Flight Attendant's Final Schedule will be posted on the Company Website on the Twenty-ninth (29th) day of the month.

### G. Open Time

Open time means trips that are unassigned after the award of the Regular Lines, Build-up lines, the closing of Initial Open Time and that become unassigned during that bid period on account of unplanned absences (e.g. sick calls, resignations) and trips that are traded into Open Time.

1.

Open Time is awarded on a first come/first serve basis.

2.

The Company will place unassigned flying during the month into Open Time as it becomes available.

Section 6 - SCHEDULING

3.

All unassigned flying that becomes available after the award of the Regular Lines, Build-up Lines and the closing of Initial Open Time shall be placed in Open Time.

4.

The Flight Attendant must be able to perform the entire trip or the portion of the trip that he/she is trading into without conflict with his/her schedule.

5.

The Flight Attendant may not pick up Open Time on scheduled reserve days.

6.

The Flight Attendant must be legally able to perform the duty from both a duty and rest perspective.

7.

Open Time that has not been awarded shall be assigned or awarded in the following order:

a.

Assign to a Management Flight Attendant, (the Company may skip this option), then

b.

Award to any Flight Attendant who is eligible under the criteria of G.1-6 above on a first-come, first-served basis, who volunteers for open time, then

c.

Offer in seniority order to Flight Attendants on the Volunteer Fly List, then

d.

Assign to a reserve Flight Attendant, then

e.

Assign to the junior Flight Attendant.

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## Section 6 – SCHEDULING

### H. Trip Trades & Trip Adds

Flight Attendants may have unlimited trip trades and trip adds during the bid period, subject to the following procedures.

1.

Flight Attendants requesting a trip trade, a partial trade or trip add shall do so on the Trans States Internet Website or by another mutually agreed method between the Union and Company. The Flight Attendant involved will be notified by email with approval, or in the case of disapproval, the reason why the trade was denied.

2.

Flight Attendants may request a trip trade, a partial trade or trip add with other Flight Attendants or with Open Time up to ten (10) hours before departure (or less time at the discretion of Crew Scheduling). Trades will be processed immediately on real time basis granted first-come-first serve order.

3.

The Flight Attendant must be legally able to perform the duty from both a duty and rest perspective.

4.

Traded trips do not have to be of equal credited value; however, if the Flight Attendant falls below guarantee, his/her guarantee shall be reduced by the number of hours traded away.

5.

No Flight Attendant may trade his/her scheduled flying below sixty (60) hours for any bid period.

6.

A Flight Attendant on reserve may trade reserve days with open reserve days posted in Open Time, provided reserve coverage is not reduced or compromised, and subject to approval by Crew Scheduling.

## Section 6 – SCHEDULING

7.

A Flight Attendant on reserve may trade reserve days with another Flight Attendant, provided reserve coverage is not reduced or compromised.

8.

The Flight Attendant remains responsible for the trip until he/she receives notification of the approval.

### I. Trip Drops

1.

Flight Attendants may identify trips they want to drop, and such trips shall be posted in Open Time and made available to other Flight Attendants.

2.

Such trips shall remain the responsibility of the Flight Attendant until formally assigned to another Flight Attendant.

3.

Flight Attendants picking up trips in accordance with H.1 and 2 above shall not be paid in accordance with 3.5.a (no pay premium)

4.

No Trip Drops will be allowed during the Bid Period Transition Schedule.

### J. Operational Disruption

1.

In unusual circumstances, the Company may make changes to the Flight Attendant schedule due to operational necessity. Where the changes are the result of unanticipated alterations to the marketing schedule, changes will be made before final bidding closes. When it is not possible to make such changes prior to close of bidding, the Company will meet with the union representative or his/her designee, to determine whether to delay bidding and awards or whether to make changes to bid awards.

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## Section 6 - SCHEDULING

Any changes will be made so as to affect as few Flight Attendants as possible and to keep the effected lines of flying as close to the original lines as possible as to days off and total time for the month. This paragraph does not apply to day-today rescheduling of individual Flight Attendants for operational reasons.

2.

In the event two (2) Flight Attendants are scheduled to fly the same trip on the same day, and actually report to the airport and only one (1) Flight Attendant is required, the senior Flight Attendant will have the choice of whether or not to remain on the trip.

a.

The Flight Attendant who is displaced from the trip may be reassigned on another trip for the same duty periods or be free from all duty for that period, at Company option.

b.

The Flight Attendant who is displaced from the trip will be given the reassignment within two (2) hours of notification of displacement. Such Flight Attendant may, at his/her option, be placed on reserve.

c. Displacement shall be done in seniority order.

3.

A Flight Attendant who loses flight time and who is not released by Crew Scheduling may be assigned to a trip by Crew Scheduling during the "foot print" of the original trip and must remain contactable during the calendar days he/she was originally scheduled to fly.

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## Section 6 – SCHEDULING

4.

In the event operational requirements prevent the Company from returning a Flight Attendant to his/her Domicile and the Flight Attendant loses a day off, the Flight Attendant will be granted a mutually agreeable date off in the next month.

### K. Junior Assignment

1.

A Flight Attendant who is involuntarily assigned to duty on a scheduled day off shall be considered to have been "Junior Assigned".

2.

A Flight Attendant who has additional flying added to the end of scheduled pairing shall be considered to have been "Junior Assigned".

3.

A Flight Attendant will not be "Junior Assigned" prior to seventy-two (72) hours before the report time of the assignment.

### L. Notification of Change

1.

The Company will maintain a standard method of notifying Flight Attendants if the scheduled departure time is appreciably delayed. Flight Attendants will be notified as far in advance as is possible, consistent with circumstances. At originating stations, Flight Attendants will be notified of cancellations or delays of trips as soon as possible.

2.

The Company normally will not contact a Flight Attendant between 2200 and 0600. If contact during such hours is necessary, contact will be made so as to minimize the disruption of the Flight Attendant's rest.

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## Section 6 – SCHEDULING

### M. Sickness

1.

Flight Attendants who are unable to complete a trip or portion of a trip because of illness or injury will be removed from the trip.

2.

Line holders who call in sick will be assumed to be unavailable for the entire trip unless they notify Crew Scheduling otherwise.

### N. Reserve Duty

1.

Flight Attendants on reserve will report at the airport ready for duty within one and one-half hours (1:30) of call out.

2.

A Reserve day begins at 0001 hours and continues until 2400.

3.

Airport Reserve shall be assigned as AM Airport Reserve and PM Airport Reserve. AM shall begin 0500 and end 1400. PM shall be 1400 until 2200. A Flight Attendant shall contact Crew Scheduling between 1500 and 1900 the day prior to the reserve assignment to be given his/her their AM or PM airport reserve duty period, and they shall provide a number to be used to contact them during reserve.

4.

The Company may, at its sole discretion, release a Flight Attendant during his/her their reserve duty, if there is no anticipated need for him/her.

5.

Time begins to run for reserve call out from the time of the call to the Flight Attendant.

6. A Flight Attendant on Reserve must return the call within five (5) minutes.

## Section 6 - SCHEDULING

7.

Days that are designated as reserve days or any portion of a day, shall not be considered days off.

8.

When a Reserve is released to rest he/she will not be given another assignment until the rest period has been completed.

O. General

1.

The Company shall provide a toll free telephone number for the use of the Flight Attendants to communicate with the scheduling department, such number shall be accessible from all Flight Attendants domiciles and airports of service.

2.

A flight scheduled to terminate before 00:00 (midnight) of the first day will be considered to have terminated on the first (1st) day if it terminates no later than 0200 hours local time on the second (2nd) day.

3.

All times referred to in this Section are local times at the Base unless noted otherwise.

4.

If a trip terminates in a Deadhead return to Domicile, the Flight Attendant may request, to be released at a location other than Domicile.

5.

Flight Attendants assigned to, picking up, or trading into reserve duty shall be required to check out and attain a check out number prior to leaving their Domicile airport.

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Section 6 - SCHEDULING

P. Displaced Due to Training or O.E.

1.

If a Flight Attendant is displaced from his/her assignment by the Company for the purpose of training or O.E., the Flight Attendant who is displaced will either be reassigned to a similar trip, (i.e. same number days and similar release time, (no later than [3] hours after originally scheduled release time) or released from duty for the remainder of the trip, or the portion of the trip from which he is reassigned.

2.

The displaced Flight Attendant will be credited with the greater of the value of the trip (or portion thereof) originally assigned or the trip to which he/she is reassigned.

3.

If the Company is going to reassign a Flight Attendant to a similar trip, then the Company must assign that trip and notify the Flight Attendant more than eight (8) hours prior to the show time of the reassigned trip.

4.

If the Flight Attendant has not been reassigned by the show time of the original trip, then the Flight Attendant is released from duty for the remainder of the trip.

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Section 7 – HOURS OF SERVICE

Section 7 – Hours of Service

A. Hours of Service – Flight Time

Flight time, for hours of service purposes, shall include all flight time on regularly scheduled flights, extra sections, charter flights, ferry flights, scenic flights, or other flights where the Flight Attendant performs Flight Attendant duties.

B.

Daily and Weekly Limitations

1.

The Company shall schedule Flight Attendants consistent with the requirements of this Agreement and in accordance with applicable regulations.

2.

A scheduled duty day shall not exceed fourteen (14) hours and a Flight Attendant shall not be required to remain on duty to complete a duty period more than sixteen (16) hours.

C.

Report Time

Report time will be one (1) hour at the Flight Attendants' Domicile and forty five (45) minutes at overnight points before scheduled departure time, unless Flight Attendants are notified prior to any adjustments to report times on a day to day basis or by the monthly schedule. Release will be fifteen (15) minutes after block in or upon completion of any duty assigned by the Company, whichever is later.

Section 7 - HOURS OF SERVICE

D.

Scheduled Rest Periods

1.

A Flight Attendant shall not be scheduled or rescheduled for more than six (6) consecutive days without a calendar day off rest period.

2.

A Flight Attendant scheduled and actually terminating prior to 0200, shall be considered to be within the same calendar day in which the trip originated.

3.

A Flight Attendant will not be scheduled, rescheduled, or receive less than ten (10) hours of rest between duty periods at his/her Domicile.

4.

Following a reduced rest overnight the next day flying shall be limited to twelve (12) hours which in actual operation may be extended to fourteen (14) hours at the Flight Attendants' option.

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Section 8 - VACATION

Section 8 - Vacation

A. ACCRUED/EARNED

1.

Each Flight Attendant shall accrue vacation during each year of his/her employment, the length of which shall be determined by the length of the Flight Attendant's service from his/her date of hire by the Company. A Flight Attendant may take vacation in the year following the anniversary of his accrual year, when the vacation becomes "earned". Earned vacation shall be determined from the schedule set forth below.

Length of Service Vacation Day

1 Year 7 Days

2-5 Years 14 Days

6-13 Years 21 Days

14+ Years and over 28 Days

2.

Vacations shall not be cumulative and must be taken during the calendar year (January 1st to December 31st) for which they are awarded.

3.

Vacations can be carried over for a maximum of one (1) year with permission of Company.

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## Section 8 – VACATION

### B. PAY FOR VACATION

1.

The Flight Attendants pay shall be at his/her current hourly flight pay rate.

2.

A full time or reserve Flight Attendant shall receive flight time credit of four (4) hours for each weekday of vacation taken. Vacation time is considered to be Monday through Friday with two weekend days off prior to or after vacation days for a total vacation time of seven days. (e.g. vacation credit for one week will be 20 hours)

3.

A Flight Attendant who gives the Company two weeks notice of leaving the service of the Company shall be paid for all vacation earned, accrued and unused at the date of his/her departure, so long as the Flight Attendant has had perfect attendance in their final 30 days of employment.

4.

A Flight Attendant terminated by the Company and not reinstated shall not be paid for any vacation accrued or earned.

### C. THE USE OF VACATION

1.

Vacation periods shall be posted on the Trans States Internet Web Site no later than November 1st of each year, for the following calendar year. The Company will provide enough vacation periods during the year to allow each Flight Attendant to take his/her projected earned vacation. The vacation periods provided will be by domicile. The Company will, as part of the bid, specify the maximum number of Flight Attendants that may be on vacation simultaneously (minimum of two (2) allowed in domiciles of twenty (20) or more flight attendants).

## Section 8 – VACATION

2.

The bids for vacation shall close on December 1st, and shall be awarded by December 5th.

3.

A Flight Attendant preference in vacation periods shall be awarded based upon his/her Company seniority as of the closing date for the vacation bidding period. A Flight Attendant's vacation period choice will be awarded based upon his/her seniority as defined herein and in accord with the bid requirements, including domicile allotments.

4.

A Flight Attendant who does not have sufficient earned vacation days to cover his/her awarded vacation period, shall be granted a vacation period of less than one (1) week. Otherwise vacation periods must be in at least one week increments. Not more than 3 individual ("odd") vacation days may be carried over to the next vacation bid period.

5.

The Company will post open vacation periods and Flight Attendants may select from such periods in accordance with Company seniority. A Flight Attendant wishing to alter his/her vacation preference after November 30th may request to do so by electronic notice to the Company prior to the bid closing for the scheduled bid period of the requested vacation. The Company may approve or disapprove such a change at its discretion and shall advise the Flight Attendant in writing whether his/her vacation is approved or disapproved.

6.

A Flight Attendant who fails to bid or fails to bid sufficiently to be awarded a preference, will so long as he/she notifies the Company be assigned a vacation period at Company discretion. Flight Attendants who are not awarded a bid may electronically request and be awarded open vacation slots in no less than one (1) week increments throughout their anniversary year.

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## Section 8 – VACATION

By mutual agreement and with Company approval, Flight Attendants may swap vacation periods within a domicile.

7.

A Flight Attendant who transfers to another domicile shall retain and transfer her original bid vacation period(s), unless it conflicts with previously scheduled vacation at the new domicile. In that event, the Flight Attendant may select from any open vacation period.

8.

A Flight Attendant who is displaced to another domicile shall retain and transfer her original bid vacation period(s), absent unusual circumstances.

9.

### Vacation Cancellation

a.

Once awarded, vacation may be cancelled by the Company only as the needs of the service require. Cancelled vacation may be rescheduled at a mutually agreeable time, or, if mutually agreed, carried over to the first 90 days of the following year, or maybe selected from open vacation period prior to the end of the year. A Flight Attendant may also request to be paid for their cancelled vacation within 90 days.

b.

If, due to Company cancellation or delay of a Flight Attendant's annual awarded vacation, the Flight Attendant suffers the loss of a non refundable deposit which cannot be reapplied to another mutually agreeable reasonable date, the Flight Attendant will be reimbursed by the Company for such loss. Receipts for such loss must be documented to the Company for reimbursement. This paragraph does not apply to Flight Attendant who transfers to another domicile where there is a conflict (as described in paragraph 7 above).

Section 9

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## Section 10 - LEAVES OF ABSENCE

### Section 10 - Leaves of Absence

#### A. Personal Leave

Upon written request specifying the reason for such request, the Company may, provide a non-probationary Flight Attendant an unpaid leave of absence for a specific period not less than one (1) month and not to exceed twelve (12) months. The Company may require written verification of the reason for and duration of personal leave at any time. Requests for time off without pay for less than thirty (30) days will be dealt with on a case-by-case basis at Company discretion.

#### B.

##### Medical Leave of Absence

##### 1.

Upon written request and presentation of a satisfactory Medical Certificate from a licensed physician, a Flight Attendant who is unable to perform his/her assigned duties due to illness or injury may be placed on unpaid medical leave of absence, following exhaustion of sick leave (and at the Flight Attendants' option any earned and accrued vacation) for a period not to exceed eighteen (18) months.

##### 2.

A Flight Attendant on medical leave may be required to provide physician's statements verifying the medical disability and/or approving a return to normal duties.

##### 3.

A Flight Attendant on medical leave must notify the Company in writing of his/her ability to return to duty following medical clearance. Once the Flight Attendant has returned from his/her medical leave of absence, he/she is eligible to bid for the next Bid Period so long as he/she is qualified by the date of bid publication. In all other cases, the Company may return him/her to flying at a mutually agreed time.

Section 10 – LEAVES OF ABSENCE

C.

Pregnancy Leave of Absence

Upon learning of her pregnancy, a Flight Attendant must notify Inflight management of her pregnancy and expected delivery date. A Flight Attendant who works during her pregnancy must provide the physician's statements specified in the General Operations Manual.

D.

Military Leave

Upon written request, a Flight Attendant shall be granted military leave in accordance with the requirements of federal law.

E.

Jury Duty

1.

A Flight Attendant shall provide Inflight management with a copy of the notice of jury duty immediately upon receipt.

2.

The Company may, as the needs of the service require, contact the applicable Court and ask for the Flight Attendant to be released from Jury Duty.

3.

A Flight Attendant who is required to serve on jury duty shall be removed from his/her trips that conflict with such duty. Compensation for the Flight Attendant, when called for selection or while actively serving on a jury, will equal that which they would normally have earned during such period (to a maximum of four (4) hours flight pay credit per day, less fees received for such services (excluding mileage and expenses)), for up to seven (7) calendar days.

4.

Immediately upon release from jury duty, a Flight Attendant shall notify the Company of his/her availability for flying status. Following jury duty, the Flight Attendant will be returned to his/her original trip when feasible or, if not, will be assigned reserve for any duty days of the original trip.

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Section 10 - LEAVES OF ABSENCE

5.  
Should jury duty extend beyond one (1) Bid Period, the Flight Attendant shall bid for the following Bid Period and resume his/her schedule in accordance with E.4 above.

F.  
Union Service

1.  
The Union may designate one (1) Flight Attendant in each Domicile who shall be released from duty for a maximum of six (6) months, subject to the needs of the service, without pay to perform union business. The request must be made prior to the publication of the bids.

2.  
Requests for union service that are made prior to the publication of the bids for removal up to seven (7) days up to a maximum of two (2) Flight Attendants shall not be unreasonably withheld.

3.  
Any union service requests received after the publication of the bid will be handled on a case by case basis.

4.  
Employees who are on union service leave shall remain eligible for Medical and Retirement benefits in accordance with this Agreement.

5.  
Employees who are on union service leave shall remain eligible for travel privileges and benefits on the same terms and conditions as other full-time employees.

Section 10 – LEAVES OF ABSENCE

G.

Emergency Response

1.

The Union may provide the Company with an emergency notification contact email address. The Company will provide notification in accordance with its incident/accident response plans.

2.

In the event of a serious incident/accident the Union may request the release of specific Flight Attendants, subject to the needs of service, from the Vice President, Customer Service to assist the Union, such release shall be without pay. In the event the Company selects a Flight Attendant to be removed from the schedule to participate in its incident/accident response plans it will be without loss of pay.

3.

The Company will provide an on-line "Space Available Reservation" for Flight Attendant transportation needed in direct relation to F.2 above.

H.

Family Medical Leave of Absence (FMLA)

A Flight Attendant who has completed one (1) year of active service will be deemed qualified for FMLA.

## Section 10 - LEAVES OF ABSENCE

### I.

#### General

##### 1.

Except as required by law or other provisions of this Agreement, Flight Attendants shall not receive benefits while on leave of absence.

##### 2.

Requests for leave shall be made as far in advance as possible. Granting or denying leave in any specific case shall not constitute a precedent for future cases.

##### 3.

A Flight Attendant shall retain and accrue seniority while on leave of absence.

##### 4.

A Flight Attendant who was on leave of absence will serve any remaining portion of his/her probationary period.

##### 5.

Light duty work, when available, will be offered to Flight Attendants on Medical or Pregnancy Leave on the basis of seniority.

Section 11 - SICK LEAVE

Section 11 - Sick Leave

A. Accrual of Sick Leave Credit

1.

A Flight Attendant shall accrue two (2) hours of sick leave credit for each full month of active service, in their first five (5) years of service.

2.

A Flight Attendant shall accrue three (3) hours of sick leave credit for each full month of active service, after their first five (5) years of service, up to a maximum of two hundred seventy five (275) hours.

3.

A Flight Attendant who is in non-pay status for more than fifteen (15) days shall not accrue sick leave credit during the period of such absence.

B.

Use of Accrued Sick Leave Credit

1.

A Flight Attendant who has completed probation, and who is unable to perform her/his regular duties because of illness, injury or pregnancy, shall receive flight time credit as provided herein, up to the sick leave credit accrued by that Flight Attendant, and such credit shall be deducted from her/his accrued sick leave.

2.

A Flight Attendant who holds a regular line of flying shall be paid for flight hours or fraction thereof missed, for each day she/he was unable to complete because of illness, injury or pregnancy.

3.

If such Flight Attendant becomes ill or injured while away from base, she shall continue to be provided lodging and expenses as described in Section 4 until he/she is able to return to base.

## Section 11 - SICK LEAVE

4.

A Flight Attendant on reserve status shall receive four (4) hours of flight time credit for each full day they notify crew scheduling they are unavailable for reserve assignment where such Flight Attendant is unavailable for duty because of such illness, injury or pregnancy. If a Flight Attendant fails to inform crew scheduling of such unavailability prior to being contacted with an assignment, it shall be considered a no-show.

5.

In a month in which he/she does not hold a bid line, the Flight Attendant will receive available sick bank pay for the average line value. Upon return to active duty the Flight Attendant will be assigned to reserve status until the bid period following his/her return.

6.

Sick leave credit will be paid at the rate per hour to which the Flight Attendant would be entitled at the time of illness, injury or pregnancy.

7.

The Company may require a Flight Attendant to present satisfactory evidence that he/she is unable to perform his/her regular duties because of personal illness, injury or pregnancy. Company requests for a Doctor's note must be timely.

8.

A Flight Attendant who is furloughed because of a reduction in force shall retain intact sick leave credit accrued to the date of furlough which shall be maintained for the Flight Attendant for a maximum of twenty four (24) months. If such Flight Attendant returns to the service of the Company within that period, the sick leave credit which she shall then begin to earn shall be added to such previously accrued sick leave credit.

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Section 11 – SICK LEAVE

If such Flight Attendant does not return to the service of the Company within the twenty four

(24) month period the accrued sick leave credit shall be canceled, and if she returns subsequently her sick leave credit shall begin to accrue as of the date of her return. A Flight Attendant on extended leave of absence shall retain but not accrue all accrued sick leave credit.

9.

A Flight Attendant who must be absent due to illness or injury shall contact crew scheduling directly to report such absence at least one (1) hour prior to report time. A Flight Attendant who is able to return to work on a multiple day trip will coordinate an operationally sensible return to his/her original trip with Crew Scheduling.

10.

Reserve Flight Attendants must inform crew scheduling of their illness or injury prior to the beginning of his/her next reserve day, if known.

11.

Flight Attendants must give a call back number where they can be reached when she calls to report an illness or injury.

12.

For personnel record-keeping and pay purposes only, a Flight Attendant shall not be considered to be on sick leave on the days she was not scheduled to be available for flight duty.

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Section 12 - BEREAVEMENT LEAVE

Section 12 - Bereavement Leave

In case of death of his/her spouse, child, mother, father, sister, brother, grandparent, or grandchild, father-in-law, mother-in-law, step-mother and step-father, a Flight Attendant who has completed probation shall, upon request, receive up to three (3) consecutive days free from duty, one

(1) day of which must be the date of death or the date of the funeral. The Flight Attendant shall, upon request, receive pay time and credit time for trips missed. Those Flight Attendants, still on probation, shall be allowed the time off without pay. The carrier will continue its practice regarding accommodating Flight Attendants in cases of death of other family members.

(Domestic Partner will be included in Paragraph in the event the Company changes its Companywide policy on that issue.)

## Section 13 – FILLING OF VACANCIES

### Section 13 – Filling of Vacancies

#### A. Awarding of Permanent Vacancies

1.

A permanent vacancy shall be any vacancy anticipated to exist for longer than ninety (90) days.

2.

The Company shall institute a permanent bid system. Flight Attendants shall be required to submit a permanent bid on a form supplied by the Company and shall have the right to change his/her permanent bid any time until awarded. All permanent vacancies, including those in new Domiciles, will be posted on the Trans States internet website, sent to the Union Business Representative via certified mail and if time sensitive shall be placed in the Flight Attendant mailbox. Such permanent vacancy postings will include the following information: number and type of vacancies to be filled; and the Domicile at which the vacancy exists. Awards shall be posted no later than fourteen (14) days after the end of the posting period. Permanent vacancies will be awarded in accord with the permanent bids on file. The Company shall establish the guidelines under which bid forms are to be completed.

3.

In the event that a vacancy occurs, the Company shall award openings to the senior Flight Attendant indicating a preference for the location of the vacancy based on his/her permanent bid. The Flight Attendant shall be advised of the award in writing.

4.

Any vacancy that is not bid through the permanent bid system shall be assigned to the most junior Flight Attendant or at the Company's discretion by hiring a new Flight Attendant.

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## Section 13 – FILLING OF VACANCIES

5.

A Flight Attendant awarded or assigned to fill a permanent vacancy which requires moving from one Domicile to another shall normally be given not less than twenty-one (21) days notice from the date of the award or assignment is given to report to the Domicile, unless by mutual agreement by the Flight Attendant and the Company.

6.

A Flight Attendant must remain in his/her bid vacancy at least one (1) year, unless operational requirements necessitate a change in the initial one (1) year period.

B.

### Temporary Vacancies

1.

Any vacancy the Company anticipates will exist for less than ninety (90) days shall be considered temporary vacancy. A Flight Attendant who wishes to be assigned to a temporary vacancy will place his/her name on a list in the Inflight Department. When a temporary vacancy occurs, the Company will determine the base from which Flight Attendants will be offered the temporary vacancy and contact the Flight Attendants from that base who are on the list in seniority order to inquire if he/she would like the assignment. If no Flight Attendant on the list from that base wants the assignment, the vacancy will be assigned to the most junior Flight Attendant from that base.

2.

A Flight Attendant filling a temporary vacancy away from his/her Domicile will be entitled to the provisions of travel expenses for the period of the temporary vacancy.

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Section 13 – FILLING OF VACANCIES

3.

The Company shall provide transportation in accordance with standard policies for the positioning of crews in order to begin and end the temporary assignment. Upon mutual agreement a Flight Attendant who requests to utilize his/her own vehicle to travel from his/her Domicile to a temporary assignment shall be reimbursed at a rate of forty cents (\$0.40) per mile or the federal government mileage rate whichever is greater, AAA mileage, for mileage to the temporary assignment at the start of the assignment and back to his/her Domicile at the end of the assignment.

C.

Establishment of New Domiciles and/or Closing of Existing Domiciles

1.

The Company shall advise the Union Business Representative via certified mail, the Flight Attendants via Trans States internet website and if the information is time sensitive by placing the notice in the Flight Attendant mailboxes of the decision to add or close a Domicile(s) as early as possible.

2.

In the event that a Domicile is closed, the Flight Attendants at the Domicile involved may exercise his/her options as outlined in this Agreement.

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Section 14 - FURLOUGH AND RECALL

Section 14 - Furlough and Recall

A.

1. Should the Company require a reduction in force, the Company may offer an out-of-seniority voluntary furlough at the Domicile where the reduction in force is required.

2.

Should benefits be voluntarily extended to Flight Attendants on voluntary furlough, such benefits do not establish a precedent for any other voluntary or involuntary furlough situations.

B.

The Company may furlough Flight Attendants on an involuntary basis in reverse seniority order at the Domicile(s) where a reduction in force is required.

C.

A Flight Attendant who is furloughed may displace the most junior Flight Attendant on the system seniority list. After thirty (30) days, such Flight Attendant may, without any cost to the Company, transfer to another Domicile where there is a vacancy, so long as the Company can fill the position he/she is vacating.

D.

When increase in staff is anticipated, the Company will offer recall in seniority order.

E.

If, after recall is offered to all Flight Attendants according to the procedures specified in Paragraph D., the Company's staffing requirements are not satisfied, a mandatory recall will commence in the inverse order of seniority (most junior first). Any Flight Attendant refusing or failing to respond to a mandatory recall shall be deemed to have resigned from the Company.

F.

A Flight Attendant furloughed by the Company shall file proper addresses with the Personnel Department at the time of furlough. Any change in address shall be supplied promptly to the Personnel Department. Failure to file proper address could result in forfeiture of seniority/recall rights.

Section 14 – FURLOUGH AND RECALL

G.

1. A Flight Attendant will be notified of his/her recall by the Company in writing return receipt requested at the last filed address or by telephone with subsequent written notification.

2.

Flight Attendants must inform the Personnel Department if they temporarily change their location for purposes of notification of recall.

3.

A Flight Attendant to be furloughed or displaced shall be notified in writing at the last filed address, or by personal delivery acknowledged in writing by the Flight Attendant. When possible, Flight Attendants shall be given fourteen (14) days notice of furlough.

H.

A Flight Attendant offered or notified of recall must advise the Director Inflight Service within seven (7) days of his/her intention to accept recall. Except in emergency situations, a Flight Attendant accepting recall from furlough shall be allowed five (5) days to report for duty.

I.

A Flight Attendant who is furloughed and subsequently recalled shall retain seniority during the first one hundred twenty (120) days of furlough.

J.

Following reassignment to duty a Flight Attendant who was furloughed will serve any remaining portion of his/her probationary period.

K.

Flight Attendants on furlough are not entitled to benefits except as required by the law or other provisions of this Agreement.

L.

A Flight Attendant shall retain on-line pass benefits, as allowed by applicable code-sharing agreements during the first one hundred twenty (120) days of furlough.

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Section 15  
GRIEVANCE & SYSTEM BOARD OF ADJUSTMENT

Section 15 - Grievance & System Board  
of Adjustment

A.

The term "grievance" as used herein means a dispute between the Company, the Union and a Flight Attendant concerning a Company action involving interpretation or application of this Agreement. The procedure for handling grievances shall be as follows:

Step 1:

All disputes or grievances shall be taken up by the Flight Attendant(s) by notifying the Director Inflight Service or his/her designee within seven (7) days after the occurrence. A meeting to attempt to resolve the matter shall take place within seven (7) days after the occurrence. The Flight Attendant may be accompanied by his/her Union Steward if he/she so chooses.

Step 2:

a.

If no satisfactory settlement is reached in Step 1, the grievance shall be reduced to writing and presented to the Vice President, Customer Service or his/her designee within ten (10) days of the occurrence. When a written grievance is filed, it shall contain a reference to the provisions of this Agreement alleged to have been breached, a brief/concise statement of the facts involved, and the relief requested.

b.

The Vice President, Customer Service, or his/her designee shall respond to the grievance, in writing, within ten (10) days of its receipt.

Section 15  
GRIEVANCE & SYSTEM BOARD OF ADJUSTMENT

Step 3:

If a satisfactory settlement is not reached in Step 2, the matter may be referred to the System Board of Adjustment no later than thirty (30) days after the occurrence, by certified mail, receipt requested, or receipted hand delivery.

The foregoing time limitations are to be strictly adhered to unless extended in writing by mutual agreement between the parties. If the Company does not comply with the time limits, the grievance shall be deemed automatically appealed to the System Board of Adjustment. If the Flight Attendant(s) and/or the Union do not comply with the time limits, the grievance shall be barred.

B.

The System Board of Adjustment shall consist of two (2) members, one of whom shall be appointed by the Union and the other whom shall be appointed by the Company.

C.

The Board shall meet in the city where the general offices of the Company are maintained (unless a different place of meeting is agreed upon by the parties) during the month of February, July and October of each year, provided that at such times there are cases pending before the Board for consideration. The exact timing of such meetings shall be by mutual agreement.

D.

1. Following the hearing of any grievance, the Board shall attempt to decide the case. If both Board members concur, they shall render a decision. If both Board members do not concur, they shall declare the matter to be deadlocked, and a third Neutral Board Member shall be jointly selected by the Company and the Union in order to break the deadlock.

Section 15

GRIEVANCE & SYSTEM BOARD OF ADJUSTMENT

2.

The parties may, by mutual agreement, bypass the two (2) person System Board and submit a grievance directly to the three (3) person System Board.

E.

In the event that the Union and the Company cannot agree on a neutral member of the System Board, the National Mediation Board shall be asked to submit a panel of seven proposed neutrals from whom the neutral member shall be chosen. The request for such panel shall specify a preference for individuals within the general geographic area where the dispute arose who have prior experience in the airline industry and are members of the National Academy of Arbitrators. After such a list has been furnished, the Union/Company representative shall strike two (2) names from the list, the Company/Union representative shall strike two (2) names from the remaining five (5), the Union/Company representative shall strike one (1) name from the remaining three (3), the Company/Union representative shall strike one (1) from the remaining two (2), and the name remaining after the others have been removed shall be the Neutral Board Member. The party striking first shall alternate from case to case. The fee and expenses of such neutral member shall be borne equally by both parties. The neutral member shall serve only for a specific case, unless the parties mutually agree to the submission of additional cases to him.

F.

The neutral member of the board will preside at the hearings of the Board and will be designated as Chairman. The responsibility of the Chairman is to establish a mutually agreeable date for the hearing and to guide the parties in the presentation of testimony, exhibits and arguments at hearings.

Section 15

GRIEVANCE & SYSTEM BOARD OF ADJUSTMENT

G.

In the event a hearing is conducted pursuant to Paragraph F. of this Section, a stenographic report is to be taken of such hearings unless mutually agreed otherwise. The cost will be borne equally by both parties to the dispute.

H.

Each of the parties hereto will assume the compensation, travel expense and other expenses of the witnesses called or summoned by it, as well as its respective Board Members.

I.

The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the service of the Company.

J.

The function of the System Board shall be judicial rather than legislative. The Board shall not have the authority to add to, ignore, or modify any of the terms or provisions of this Agreement. The Board shall not decide issues which are not directly involved in the case submitted, and no decision of the Board shall require the payment of a wage rate different from, or the payment of any wages in addition to those expressly set forth in this Agreement.

K.

The decision of the Board in the matters over which it has jurisdiction shall be final and binding upon both parties. The Board shall have no authority to add to the terms hereof or to impose on any party hereto limitations or obligations not specifically provided for in this Agreement. No Board shall have the power to substitute its judgment for that of management unless it finds that management acted in violation of express terms of this Agreement.

L.

The Union shall determine whether or not to proceed to arbitration.

Section 16 – SAFETY AND HEALTH

Section 16 – Safety and Health

A.

The Company shall consider recommendations of the Flight Attendant Safety Committee in matters affecting the safety of Flight Attendants.

B.

The Company shall provide the Flight Attendant Safety Committee Chairperson with information regarding serious Flight Attendant injuries occurring during a trip in a timely manner.

C.

Flight Attendants shall not be required to perform bomb searches on aircraft when the aircraft is on the ground, unless circumstances do not permit evacuation of the passengers and Flight Attendants before a search is conducted.

D.

The Company will standardize the procedures regarding labeling of safety equipment consistent with the FARs.

E.

Flight Attendants will be advised of changes of procedures effecting the performance of their duties in a timely manner, and shall be relieved of FAA-assessed penalties to the extent they are not so notified.

F.

Flight Attendants whose personal property is damaged or destroyed in an aircraft accident as defined in NTSB 830 shall be reimbursed for losses to the extent not covered by insurance upon satisfactory presentation of proof of the fact of such losses. The measure of loss shall be replacement or fair market value, whichever is less.

Section 17 - TRAINING

Section 17 - Training

A.

The Company will, consistent with the applicable FARs, establish training requirements for Flight Attendants for initial and recurrent training.

B.

A Flight Attendant is required to satisfactorily complete all the required training curriculum in accordance with the training manual and FARs.

C.

A Flight Attendant who fails to successfully complete any and all training segments and requirements will continue his/her employment or be terminated at the discretion of the Company.

D.

Training time is not considered part of the rest period, nor is it part of the duty period.

E.

Training dates, when known, shall be noted on the bid schedule with the name and the date(s) of the training shown. The final bid award shall contain the times training is scheduled to begin and scheduled to end and the location of training.

F.

The Company will make its best efforts to avoid scheduling of recurrent training between 0001 and 0700.

G.

When training is conducted away from a Flight Attendants' Domicile, he/she will receive expenses as provided in Section 4, Expenses.

H.

Recurrent training will not be scheduled to exceed eight (8) hours, exclusive of breaks and meal periods, in any day.

I.

The Union will establish and the Company will recognize a Training Committee to make recommendations regarding training curriculum and schedule.

Section 18 - PERSONNEL RELATED MATTERS

Section 18 - Personnel Related Matters

A.

Personnel Files

Personnel files shall be maintained for each Flight Attendant and shall contain all records of customer service Inflight evaluation, passenger letters and reports and records involving the Flight Attendants' employment relationship with the Company.

1.

A Flight Attendant shall be furnished a copy of any reports regarding him/her that are placed in his/her personnel files. Such reports shall include records of any disciplinary action and/or sessions placed in a Flight Attendants' files.

2.

A passenger complaint letter shall not be placed in a Flight Attendants' personnel file unless:

a.

the Flight Attendant is identified in the letter or through the investigative process; and

b.

the alleged misconduct or disservice was something over which the Flight Attendant had control; and

c.

the letter is reviewed with the Flight Attendant and he/she is afforded the opportunity to add his/her comments.

B.

A Flight Attendant may attach his/her comments to any observation or evaluation reports placed in his/her file.

C.

A Flight Attendants' personnel file shall be available with advance appointment during regular business hours with the Company for inspection by the Flight Attendant in the presence of a manager in the Inflight Department. A Flight Attendant will be provided with a copy of any report of a derogatory nature placed in his/her file.

Section 18 - PERSONNEL RELATED MATTERS

D.

Disciplinary records or correspondence of a derogatory nature will not be considered in subsequent disciplinary actions after one (1) year, unless the incident subject to discipline is similar to the prior incident.

E.

All orders and other communications to Flight Attendants involving changes in base station assignments, layoffs, leaves of absence and disciplinary action, shall be stated in writing. Temporary assignments of Flight Attendants to bases shall not require advance written notification if time does not permit.

F.

When a Flight Attendant is being verbally informed of discipline, he/she shall have a right to union representation.

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Section 19 - DEADHEADING

Section 19 - Deadheading

A.

The Company will deadhead Flight Attendants on certified FAR Part 121 or 135 air carriers or corporate aircraft. Single engine aircraft will not be used for deadheading, except by agreement of the Flight Attendants and the Company.

B.

All on-line deadheading for flight coverage will be on a "Positive Space Reservation" basis.

C.

The Company will provide a suitable means of transportation for all surface deadheading.

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Section 20 - PROBATIONARY PERIOD

Section 20 - Probationary Period

A Flight Attendant shall be on probation for the Nine (9) months of active service with the Company as a Flight Attendant. During the probationary period the Company may discipline or discharge the flight attendant at its sole discretion with no resort to the grievance procedure.

Section 21 – Intentionally Left Blank

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Section 22 – UNIFORMS

Section 22 - Uniforms

A.

A Flight Attendant shall wear a complete regulation uniform as prescribed in the Uniform Guidelines and Appearance Standards booklet while on duty and at such other times as required by the Company.

B.

A Flight Attendant will be credited with \$20.00 per month in their uniform bank.

C.

The Flight Attendant will be provided with his/her initial uniform with the cost deducted from his/her uniform bank to a maximum of five hundred dollars (\$500.00) which is the cost of the new uniform.

D.

A Flight Attendant will purchase additional uniform items by using the credit in their uniform bank or by direct payroll deduction.

E.

The Flight Attendants' uniform bank will be capped at a maximum of five hundred dollars (\$500.00).

F.

If the Company or its code sharing partner initiates a full or partial change in the basic uniform style, Flight Attendants will be provided with the new required uniform change pieces. The cost of such pieces shall be deducted from their uniform bank to a maximum of five hundred dollars (\$500.00) which is the cost of the full or partial change of the uniform.

G.

Payroll deductions for uniforms will be allowed at a minimum of \$20.00 per month.

H.

Upon separation, the Company will deduct the full amount of any negative balance in the uniform bank.

I.

Within the constraints of the Company's code-sharing partners' uniform requirements, the Company will consider Flight Attendants' concerns regarding uniform changes.

J.

When a Flight Attendant is required to pick up or be sized uniform items at a location other than the airport, such Flight Attendant shall be credited with 0.5 hours (30 minutes) of flight pay.

Section 23 - GENERAL

Section 23 - General

A. Assumption of Agreement

The Company agrees that if it disposes of its operations as a whole, it will comply with applicable law with respect to whether the acquiring corporation assumes this contract. The Union hereby agrees that if there is a legal obligation to assume the contract, the acquiring corporation may be substituted for the Company.

B.

The Company shall provide a mail box for each Flight Attendant in his/her base, which shall be used for business purposes only.

C.

Flight Attendants shall be eligible on the same basis as other Company employees, for free and reduced rate travel privileges for themselves, eligible dependents, spouse, parents, and/or other individuals who may become eligible. The Company will continue to make its best efforts to pursue and maintain interline pass agreements.

D.

The Company shall not discriminate against employees on the basis of race, sex, national origin, religion or age, in accord with applicable law.

E.

Death Downline

In the event a Flight Attendant dies while on Company business away from his/her base station, the Company shall return the Flight Attendants' remains to his/her base or station closest to the place of burial, without transportation cost to the Flight Attendants' estate.

F.

In the event the Company operates aircraft with XFA (Flight Attendant jumpseat) the Company shall allow Trans States Flight Attendant jumpseat privileges.

Section 23 - GENERAL

G.

Buddy Pass

1.

The Company agrees to meet with a duly appointed Committee of Flight Attendants to discuss the feasibility of providing buddy passes, both how they are given, earned and used, etc.

2.

The Company agrees to maintain the current buddy pass program at no less than (passes) currently provided.

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Section 24 - INSURANCE BENEFITS

Section 24 - Insurance Benefits

A.

The Company shall maintain a medical insurance program. Flight Attendants shall be entitled to coverage under such program on the same basis and at the same premium contribution levels as the other Company employees as a group.

B.

The Company shall provide, at no cost to the Flight Attendant, life and accidental death and dismemberment benefits in an amount equal to one and one-half (1½ ) times the Flight Attendants' annual earnings.

C.

Flight Attendants are eligible for optional group life and accidental death and dismemberment insurance coverage, in an amount up to three times annual earnings. Premiums for such coverage shall be paid by the Flight Attendant.

D.

Should the Company introduce any other insurance coverage available to other hourly employees. The Flight Attendants shall be entitled to coverage under such programs on the same basis and at the same premium contribution levels as other hourly Company employees.

E.

Flight Attendants shall be eligible on the same terms and conditions as other hourly employees for the Company's Long Term Disability Insurance.

Section 25 - RETIREMENT

Section 25 - Retirement

A.

Subject to the requirements of applicable laws, the Company shall maintain the current 401(k) plan.

B.

Flight Attendants shall be eligible for the same Company contribution and vesting schedule as all other hourly employees.

C.

Flight Attendant contributions to their 401(k) account will be deposited within ten (10) days after the end of the month in which the contributions were withheld.

The Company contribution will be deposited to the employee's account no later than the last day of the month following the month in which the Flight Attendant contributions were withheld.

D.

All retirement benefit improvements and/or additions offered to other hourly employees of the company during the term of the Agreement, shall be made available on the same basis to the Flight Attendants of the Company.

E.

Flight Attendants who leave the service of the Company in good standing with twenty (20) years of service or more shall be provided retiree travel benefits in accordance with Company policy.

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Section 26 - UNION SECURITY

Section 26 - Union Security

A.

All Flight Attendants covered by this Agreement who are hired on or after January 1, 1997 shall be required, as a condition of employment, beginning thirty (30) days after the effective date of this Agreement, or thirty (30) days after the completion of his/her probationary period, whichever shall last occur, (1) to be or become a member of the Union; or (2) to pay the Union a monthly service charge for the administration of this Agreement and representation of Flight Attendants.

B.

The Company agrees to notify the Union within seven (7) calendar days of the date of hire of the name of any employee hired into any classification covered by this Agreement.

C.

During the life of this Agreement upon receipt of an approved, signed authorization form from any employee covered by this Agreement and subject to applicable law, the Company agrees to deduct from the earnings payable to such employee the monthly dues specified in writing by the employee.

D.

The Company recognizes the right of the Union to designate job stewards and alternates, who shall be employees of the Company, to handle such union business as may from time to time be delegated to them by the Union. Job stewards and alternates have no authority to take strike action or any other action interrupting the Company's business.

E.

Upon the approval of the Director Inflight Service and/or his/her designee the Union Steward will be allowed reasonable time to investigate and process grievances. The Union Stewards shall make every effort to perform such duties either before or at the end of the shift, or during breaks.

Section 27 - MANAGEMENT RIGHTS

Section 27 - Management Rights

A. The Company retains discretion and authority to manage its operations and direct its workforce. Such rights include, but are not limited to, the right to hire, promote to management, furlough and recall; to assign and reassign duties to Flight Attendants or other personnel; to set schedules and hours of work; to schedule and utilize management Flight Attendants; to maintain good order and efficiency; to establish and, from time to time, amend the Company's manuals; to determine qualifications for initial employment; to determine the quality of service, to determine the means of providing services to its passengers, including the size, type and number of aircraft to be utilized in providing the service; to determine the size and composition of the Flight Attendant workforce; to establish new routes, services, schedules, and areas of service; to determine what equipment will be utilized and allocated to particular routes; to discontinue all or part of its operations; to determine where to perform all or any part of its operations; to transfer equipment from one base of operation to another base of operation; to contract out all or part of its Flight Attendant training; to wet lease or contract out operations provided Flight Attendants needed to staff equipment to be flown by a different carrier will be offered such flying assignments in the following order:

(1) seniority, (2) assignment to Flight Attendants at the Domicile from which flying is performed, (Flight Attendants will not be involuntarily transferred in these circumstances); and, (3) voluntary Temporary Duty Assignment (TDY); and, to determine whether to purchase additional aircraft or to lease, sell or otherwise dispose of all or any part of its equipment.

B.

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

Section 28 - STRIKES OR LOCKOUTS

Section 28 - Strikes or Lockouts

A.

During the term of this Agreement there shall be no strikes, concerted work stoppages, concerted slow downs, picketing, honoring of picket lines, sympathy strikes, or other concerted interference with the operation of the Company by the Union, its agents or representatives or by the Company's Flight Attendants.

B.

In the event of such strikes, concerted work stoppages, concerted slow downs, picketing, honoring of picket lines, sympathy strikes or other concerted interference with the operation of the Company, any and all Flight Attendants who participate in such activities will be subject to immediate termination of employment and only the Flight Attendants' participation in the proscribed conduct may be the subject of a grievance or submission to the System Board of Adjustment.

C.

There shall be no lock-outs during the term of this Agreement.

Section 29 – Intentionally Left Blank

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Section 30 - DURATION

Section 30 - Duration

These amendments to the Agreement shall become effective DOS and shall remain in full force and effect until DOS +4 years and shall renew itself without change each succeeding DOS thereafter unless written notice of intended change is served by either party in accordance with Section 6, Title I of the Railway Labor Act, as amended, at least one hundred and eighty days (180) days prior to DOS plus one day, or any then any DOS thereafter.

In witness whereof, the parties have signed this Agreement, as amended this DOS.

FOR TRANS STATES FOR THE TEAMSTERS  
AIRLINES, INC.

Mr. Terry Basham  
Vice President Customer Service  
Mr. Mike Foster  
President  
David J.A. Hayes III  
Vice President & General Counsel  
Ms. Sally Ray  
Union Negotiator  
Mr. Shonn Clark  
Director of In-Flight  
Ms. Keisha Simmons  
Union Negotiator  
Ms. Rebecca Luer  
Manager of Crew Scheduling  
Ms. Rose Wilson  
Union Negotiator  
Ms. Jennifer Beets  
Union Negotiator

LETTERS OF AGREEMENT

LETTER OF AGREEMENT

between

TRANS STATES AIRLINES, INCORPORATED

and

THE FLIGHT ATTENDANTS

in the service of

TRANS STATES AIRLINES, INCORPORATED

as represented by the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

LOCAL 618

Letter of Agreement - 2009-01 - Ratification Bonus

This letter of agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between TRANS STATES AIRLINES, INCORPORATED, (hereinafter "the Company") and the flight attendants in the service of TRANS STATES AIRLINES, INCORPORATED, as represented by the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 618 (hereinafter "the Teamsters").

WHEREAS, The Company and the Union had come to an agreement for amendments to a the current Collective Bargaining Agreement ("CBA"), and;

WHEREAS, The parties have agreed to provide a ratification bonus to all non-probationary Flight Attendants, and;

THEREFORE, the Company and the Teamsters agree as follows:

1.

Each Flight Attendant (excluding F/A's on Probation as of the date of ratification) shall received \$200 for each full year of service up to 10 Years.

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LETTERS OF AGREEMENT

2.

Each Flight Attendant with more than 10 Years of seniority shall receive a flat \$2500.

3.

Such Ratification Bonus shall be paid within 30 days of the ratification.

THIS LETTER OF AGREEMENT shall become effective upon execution by both parties and shall remain in full force and effect concurrent with the current collective bargaining agreement.

IN WITNESS WHEREOF, the Company and the Teamsters have executed this Letter of Agreement on the dates indicated below.

FOR TRANS STATES FOR THE TEAMSTERS  
AIRLINES, INCORPORATED

Captain David J. A. Hayes III Mr. Mike Foster  
Vice President & General Counsel President

Teamsters, Local # 618

Date:

2009 Date:

