



**envoy**<sup>™</sup>

Agreement Between

**Envoy Air Inc.**

and the

**Flight Attendants**

in its service  
as represented by

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

**2012 - 2020**

**Amended 2016**



## Guidance for the Reader

This Collective Bargaining Agreement (CBA) between Envoy Air Inc. and the Association of Flight Attendants - CWA, AFL-CIO is a document that has been amended, as necessary for clarification, for updating as a result of grievance settlements, and for the addition of Side Letters, etc.

In order for the reader to identify new content and its effectivity, the following styles of text have been applied:

1. Normal font (This represents contract language from previous CBAs, prior to 2012.)
2. Underlined (This represents new contract language from the 2012 negotiations.)
3. **Bold and Underlined** (This represents new and/or amended contract language after the 2016 contract **Amendment** Round.)

### **NOTE**

Sections 34 and 35: only the **bold and underlined** language is new to the Agreement.

For questions regarding this CBA, please contact your local AFA Union Representative by visiting the AFA Envoy website at: <http://afaeagle.com/>

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## SECTION 1

### Recognition and Scope

- A. In accordance with Certification Number R-6387 made by the National Mediation Board, the Company recognizes the Association of Flight Attendants-Communications Workers of America, AFL-CIO, as the bargaining representative of the Flight Attendants employed by the Company for the purposes of the Railway Labor Act, as amended.
- B. The provisions of the Agreement shall be binding on any successors or assigns of the Company, unless and until changed in accordance with the provisions of the Railway Labor Act, as amended.
- C. Labor Protective Provisions
1. In the event of a merger of the Company with another airline, which affects the seniority rights of Flight Attendants on the Company's Flight Attendant System Seniority List, provisions will be made for the integration of seniority lists in a fair and equitable manner. The integration of the seniority lists of the respective Flight Attendant groups shall be governed by the Association merger policy if both pre-transaction Flight Attendant groups are represented by the Association. If the other pre-transaction Flight Attendant group is not represented by the Association, then Sections 3 and 13 of the Allegheny-Mohawk LPPs shall apply. The Surviving Entity shall accept the integrated seniority list established through the Association merger policy or LPP proceedings.
  2. In the event of a merger or acquisition involving the Company, the Company will meet and confer with the Association concerning any matters that affect the Flight Attendants covered by this Agreement.
  3. The Company agrees that it will not accept or implement an integrated Flight Attendant System Seniority List unless it has been established pursuant to this Section.
- D. Scope
1. No Flight Attendant will be furloughed or subject to involuntary domicile transfer as a direct and immediate result of any flying performed by management personnel.
  2. Except as otherwise provided in this Agreement, all revenue flying on the Company's aircraft (whether leased to or owned by the Company) or under the Company's operational control, including wet leases (aircraft and crew), and contracting for other carriers or entities (government, military or commercial to other carriers or entities), shall be performed by Flight Attendants on the Company's Seniority List.
  3. The Company shall not create or acquire an "alter ego" to avoid the terms and conditions of this Agreement.



E. New Equipment Type

1. Whenever a new equipment type which will be operated by the Company is placed into revenue service, the Company will notify the Union of the new equipment type and will meet and discuss the implementation and training for the new equipment, and whether any changes to the Agreement are necessary.
2. If all Flight Attendants in the system are not required to be trained, the Company will proffer training positions to current Flight Attendants sufficient to staff the new equipment at the affected base(s). Such positions will be awarded in seniority order. Any Flight Attendant transferring into the base(s) will be trained on the new equipment within three (3) months of her/his transfer provided that her/his seniority would be sufficient to hold the position. [old SL B]

F. Mergers and Acquisitions

1. Upon announcement of any transaction which is intended to result in the consolidation of the Company with another airline, that affects the seniority rights of Flight Attendants on the Seniority List, the parties will meet in a timely manner to discuss the appropriate steps to be taken consistent with this Agreement.
2. Upon announcement of a sale of the Company in a bona fide “arms length” transaction to an unrelated third party, the Company will use its best efforts to arrange for the Union to meet and confer with any such unrelated third party to discuss the appropriate steps to be taken consistent with this Agreement.

G. Remedies

1. Any and all disputes concerning alleged violation(s) of this Section shall be resolved by final and binding arbitration. The Company specifically agrees to arbitrate any grievance filed by the Association alleging violation of this Section on an expedited basis directly before the System Board of Adjustment sitting with a neutral member, as the arbitration forum. The dispute shall be heard expeditiously no later than sixty (60) days following the submission to the System Board, and the Company agrees to request that a decision be issued within sixty (60) days after the close of the hearing.



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## SECTION 2

### Definitions

- A. "ACTUAL FLIGHT TIME" means the block-to-block time actually required to complete a specific leg.
- B. "AIRPORT RESERVE" means a Flight Attendant who is assigned to reserve duty at the airport including pre-boarding of aircraft.
- C. "AT HOME RESERVE" means a Flight Attendant who is assigned to reserve at home.
- D. "ASSIGNED NEW FLYING" means a pairing that has been changed due to the deletion of, modification of or the addition of flights to the original pairing, or replacement flying. This does not include extensions or junior manning assignments.
- E. "AUTOMATED PAIRING TRADING/OPTIONAL EXCHANGE" Pairing Trades and Optional Exchanges are processed in the Flight Attendant's personal mode in DECS or its replacement. Pairing Trade and Optional Exchange entries are listed in the Inflight Procedures Manual.
- F. "AVAILABLE" means any time period during which a Flight Attendant may be assigned.
- G. "AVRS" means Automated Voice Response System. It is the automated telephone system from which a Flight Attendant can access and input information.
- H. "BASE" means a geographical location designated by the Company where Flight Attendants are stationed. A Flight Attendant may not be stationed at more than one domicile.
- I. "BENEFITS ELIGIBILITY" the amount of paid credit hours a Flight Attendant must receive on an annual basis in order to be eligible for the following benefits: Health and Welfare Benefits, Vacation Accrual, Sick Leave Accrual and Uniform ~~Points~~ Allotment.
- J. "BIDLINE" means a line of time on the monthly schedule consisting of flying made available to Flight Attendants for bid, which conforms to the parameters set forth in Sections 7 and 8.
- K. "BLOCK TO BLOCK"/"BLOCK HOURS" is the time period between the "OUT" and "IN" times of the aircraft as reported by ACARS or Dispatch and recorded in FOS or its equivalent.
- L. "BRIDGE PAIRING" means a pairing built that does not transit the domicile at least once each calendar day that the pairing operates.
- M. "CALENDAR DAY" means a twenty-four (24) consecutive hour period commencing at 0001 and ending at 2400 hours local time.



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- N. “CALL-OUT” means the minimum amount of time a Flight Attendant must be allowed in order to report for a duty period.
- O. “CARRY-IN / CARRY-OUT” means the portion of a pairing that crosses contractual months.
- P. “CHECK-IN TIME” or “REPORT TIME” means the time that a Flight Attendant is required to report for a duty period as set forth in this Agreement.
- Q. “CHECK-OUT TIME” or “RELEASE TIME” means the time that a Flight Attendant is released from duty as set forth in this Agreement, which normally will be fifteen minutes (:15) after block-in of a flight or thirty minutes (:30) after block-in of a flight where Customs clearance is required.
- R. “CO-DOMICILE” means two (2) or more airports serving the same metropolitan area.
- S. “COMPANY” means Envoy Air Inc.
- T. “CONTINUOUS DUTY OVERNIGHT” or “STAND-UP” means a scheduled duty period which begins in one calendar day and ends in the next calendar day as set forth in Section 7 of the Agreement.
- U. “CONTRACTUAL MONTH” or “BID MONTH” or “BID PERIOD” means the period from the first day of, to and including the last day of each calendar month of the year. For Flight Attendant scheduling and pay purposes January, February and March will each be a thirty (30) day month by adding January 31st and March 1st to the month of February. Leap year will make February a thirty-one (31) day month.
- The Company may, at its option for a given year, declare that up to any other four (4) months containing thirty-one (31) calendar days be deemed thirty (30) day contractual months by taking the first or last day of each such month and adding it to each or all the thirty (30) calendar day months.
- V. “CRITICAL COVERAGE DAYS” means those days that have been declared by the Company as having known staffing shortages.
- W. “CRITICAL INCIDENT” means any accident resulting in serious injury, any hijacking incident, any actual evacuation of an aircraft, physical assault of a Flight Attendant, aircraft decompression during flight or any catastrophic event in which a Flight Attendant is involved during the course of her/his duty with the Company.
- X. “DAY OFF” means a period of time between the hours of 0001 and 2400 based on local time at a Flight Attendant's domicile, when a Flight Attendant shall be free of all duty with the Company. However, for purposes of Section 7 of this Agreement, when a pairing ends before 0200, it shall be considered to have ended before 0001.



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- Y. “DEADHEADING” means Company authorized travel on a flight or surface transportation to or from any station for the purpose of covering or returning from an assignment. A Flight Attendant engaged in deadheading at Company direction shall be deemed to be on duty. A Flight Attendant may deadhead in or out of uniform. The circumstances under which a Flight Attendant shall receive pay for deadheading are set forth in Section 4 of this Agreement.
- Z. “DOMESTIC PARTNER” A Domestic Partner (DP) is a same gender partner of an employee or retiree residing in the same permanent residence living in a spouse-like relationship for at least six (6) consecutive months. The employee and his or her same gender partner are at least 18 years of age, and are not legally married or the common-law spouse or DP of any other person.
- AA. “DOMICILE” means a geographical location designated by the Company where Flight Attendants are stationed. A Flight Attendant may not be stationed at more than one domicile.
- BB. “DUTY TIME”/“DUTY PERIOD” means the period of time from check-in to check-out, including ferry flights, deadhead flights, airport reserve, and training as set forth in this Agreement.
- CC. “EL FONDO” (Fondo Del Seguro Del Estado) means the current agency, or its successor, that administers workers compensation benefits for Puerto Rico-domiciled Flight Attendants.
- DD. “EXTENSION” means an involuntary additional flight assignment, including a deadhead which is added to the end of a Flight Attendant's original pairing.
- EE. “FERRY FLIGHT” means a non-revenue flight to position an aircraft.
- FF. “FLIGHT ATTENDANT” means an employee holding a regular, relief or reserve line whose primary responsibility includes performing, or assisting in the performance of all cabin services, attending to passenger safety and comfort, and for preparation and completion of reports as required by the Company and the law, who has completed training as prescribed by the Company and the Federal Aviation Administration (FAA), and who is qualified and/or certified as a Flight Attendant.
- GG. “FLIGHT OPERATING SYSTEM (FOS) LOCKOUT” means a period of time during the bidding window in which the last six (6) days of the current bid month may not be impacted by scheduling transactions such as pairing trades, optional exchanges, etc.
- HH. “FURLOUGH” means the removal of a Flight Attendant from active duty as a Flight Attendant due to a reduction in force or the 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.
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- II. “GEOGRAPHIC EMERGENCY” means a period in which the Company has declared the need to relocate aircraft due to potential damage.
- JJ. “GOLDEN DAYS” means a set of three (3) days off in domicile for Reserve Flight Attendants that cannot be removed or changed by the Company or on which a Flight Attendant cannot be otherwise made available for duty by the Company. A Flight Attendant may choose to “undesignate” a Golden Day and such day shall lose its “Golden Day” designation.
- KK. “HIBOARD” is a computerized trade and optional exchange bulletin board designed to simplify the process of posting pairings for trading purposes. “HIBOARD” does not verify legalities and does not process the actual trade entries.
- LL. “HIPOST” An automated system that allows a Flight Attendant wishing to drop a pairing to post it and make it available for other Flight Attendants to pick up.
- MM. “INTERNATIONAL OVERNIGHT” means an overnight in an International city, excluding cities in Mexico, Canada, the Bahamas, and the United States Virgin Islands.
- NN. “JET-BRIDGE TRANSACTION” means a trade between Flight Attendants that is requested prior to departure with adequate time to process.
- OO. “JUNIOR MANNING” is the means by which the Company may fill uncovered flying, either voluntarily or involuntarily, in accordance with the schedule set forth in Section 8.N.
- PP. “JPBSC” means the Joint Preferential Bidding System Committee which shall be a joint Company/Association Committee composed of a minimum of two (2) members from the Company and a minimum of two (2) members from the Association. The Committee shall maintain oversight of all significant matters regarding implementation and continuing operation of PBS as well as any future enhancements or changes.
- QQ. “LINE VALUE” means the scheduled flight hours awarded on a Flight Attendant’s monthly bid award (including CDO lines) or the monthly guarantee of seventy-five “75” (75:00) for full time line Flight Attendants (whichever greater) or thirty-seven and one-half hours (37:30) for Flight Attendants holding a reduced guarantee line.
- RR. “LINEHOLDER” means a Flight Attendant who bids and is awarded a bid line containing scheduled pairings during a contractual month.
- SS. “MAKEUP” means time flown in order to make up for time lost for unpaid removals.



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- TT. “MONTHLY PRE-BIDDING SYSTEM” Website that allows Flight Attendants to pre-bid and be awarded specific options not available in regular PBS. This pre-bidding process takes place prior to regular PBS bidding.
- UU. “MOVE DAY(S)”/“MOVING DAY(S)” means a duty free period(s) awarded to a Flight Attendant in order to relocate to another domicile.
- VV. “OPEN TIME” means flying not awarded or assigned to a specific Flight Attendant.
- WW. “OPTIONAL EXCHANGE” (“OE”) means a one-way trade by which a Flight Attendant accepts flying of another Flight Attendant.
- XX. “OVERNIGHT” means a period of time during which a Flight Attendant is relieved from duty during a pairing either in or away from her/his domicile.
- YY. “PAIRING” means a series of legs (flying, ferrying and/or deadheading) involving one or more on-duty periods which depart from and return to the Flight Attendant's domicile.
- ZZ. “PAPER BID” means a bid award for a contractual bid month for pay purposes only (i.e. not actually given a line) but the Flight Attendant is not obligated to fly, except in extreme circumstances. In the PBS system, this is referred to as “Shadow Bidding.”
- AAA. “PERMANENT VACANCY” means a vacancy for a position in a domicile that is expected to exist for more than thirty (30) days.
- BBB. “POSITIVE CONTACT” means an interactive communication made either in person or via phone conversation (not phone message left) by a Crew Scheduler or a member of management. Positive contact may also be achieved via a Flight Attendant's Company e-mail through a message sent. However, a Flight Attendant will not be accountable for notifications of scheduling changes to her/his current pairing or for future extensions/junior manning assignments which are sent after the appropriate check out time as defined in paragraph 2.Q., or after she/he has completed the daily e-mail check requirement.
- CCC. “PRE-BOARDING” means a qualified Flight Attendant boarding the passengers for another Flight Attendant who will work the flight.
- DDD. “PREFERENTIAL BIDDING SYSTEM” (PBS) means an automated system used to build and award Flight Attendants’ monthly schedules.
- EEE. “PROTEST WINDOW” means either the period after the pre-bid window closes during which a Flight Attendant may protest her/his pre-bid award and/or the period after bid closing during which a Flight Attendant may protest her/his bid award.
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- FFF. "REDUCED GUARANTEE LINE" means a regular line that is credited with no more than 45.5 hours (45:30) of flying and plotted to operate a portion of the month.
- GGG. "RESERVE" means a Flight Attendant who is awarded a Reserve line or assigned reserve duty in accordance with the provisions of this Agreement.
- HHH. "RESERVE AVAILABILITY PERIOD" (RAP) means a reserve on-call period as set forth in Section 9 of this Agreement.
- III. "RESERVE BLOCK LINES" (RBL) are constructed in groups of three (3) which will contain a block of days off commencing at either the beginning, middle or end of a bid month. Each line will contain consecutive blocks of reserve availability followed by a single day off and will be built and awarded in accordance with Sections 8.A. and 8.E.3.
- JJJ. "RESERVE LINE" means a line on the monthly schedule consisting of days of reserve availability and days off.
- KKK. "SCHEDULE" means a Flight Attendant's assignments throughout the bid period.
- LLL. "SCHEDULED" means any time assigned to a Flight Attendant, e.g. bid award, reserve assignment, trades/optional exchange, open time pick up, junior manning, extension, or assignment of new flying.
- MMM. "SENIORITY" The three (3) categories of Flight Attendant seniority are CLASSIFICATION (for pay purposes), COMPANY (for Company benefits), and OCCUPATIONAL (for bidding purposes). All references in this Agreement to seniority shall mean Occupational Seniority except where specific reference is made to Company and/or Classification Seniority.
- NNN. "SPECIAL ASSIGNMENT" means a temporary assignment within the In-Flight Service Department or duties related to In-Flight Services and/or duties of a Flight Attendant.
- OOO. "TAFB" means time away from base. It commences at the time a Flight Attendant is scheduled to check in and continues until block-in of the last flight of a Flight Attendant's pairing plus debriefing time, which normally is fifteen minutes (:15), or thirty minutes (:30) if clearing Customs.
- PPP. "TEMPORARY DUTY ASSIGNMENT" (TDY) means assigning a Flight Attendant to another base for a full month's temporary duty. The temporary duty line may be a regular line, reserve line or relief line.



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- QQQ. "TRANSITION PERIOD" means the four (4) day period normally in the beginning of the contractual month but which may be expanded at Flight Attendant's option up to three days into the preceding contractual month for schedule adjustments required to solve conflicts between bid awards as referenced in Section 8.P of this Agreement.
- RRR. "TRANSPORTATION EMERGENCY" For purposes of the Commuter Policy (Section 31), a Transportation Emergency must be declared by the Company. For purposes of Personal Emergency Days (10.O.), a Transportation Emergency shall be considered declared if it is declared by the Company or any state/city/county entity.
- SSS. "UNAVAILABLE FOR FLIGHT DUTY" means the period of time a Flight Attendant is not available for flight duty with the Company. Examples of when a Flight Attendant is unavailable for flight duty include the time when a Flight Attendant is on furlough, withheld from service, sick leave, leave of absence, vacation, bereavement leave, family leave, jury duty leave, time off without pay, military leave, maternity leave and Union business leave.
- TTT. "UNION" or "ASSOCIATION" means the Association of Flight Attendants-CWA, AFL-CIO.
- UUU. "VALUE OF THE DAY" (VOD) means the value of a day for pay purposes when a Flight Attendant is removed from duty, and there is no flying assignment or has a Reserve obligation on that day. Value of the day is 3:45.



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### **SECTION 3**

## **Management Rights**

The Company has and retains and the Union recognizes the sole and exclusive right of the Company to exercise all rights and functions of management except to the extent that such rights of management are limited by this Agreement and so long as the exercise of such rights does not conflict with the terms of this Agreement.



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## SECTION 4 Compensation

### A. Pay Rates

1. A Flight Attendant will be credited for all flights which are actually flown applying the following hourly applicable rates of pay for scheduled or actual hours flown whichever is greater, on a leg by leg basis (block-to-block).

DOS*					
% increase	2% JAN 1, 2016	2% JAN 1, 2017	1.5% JAN 1, 2018	1.5% JAN 1, 2019	1.5% JAN 1, 2020
0-1 Year	\$18.95	\$18.95	\$18.95	\$18.95	\$18.95
1-2 Years	\$21.13	\$21.55	\$21.87	\$22.20	\$22.53
2-3 Years	\$21.80	\$22.24	\$22.57	\$22.91	\$23.25
3-4 Years	\$22.65	\$23.10	\$23.45	\$23.80	\$24.16
4-5 Years	\$24.51	\$25.00	\$25.38	\$25.76	\$26.15
5-6 Years	\$25.64	\$26.15	\$26.54	\$26.94	\$27.34
6-7 Years	\$26.74	\$27.27	\$27.68	\$28.10	\$28.52
7-8 Years	\$29.53	\$30.12	\$30.57	\$31.03	\$31.50
8-9 Years	\$30.59	\$31.20	\$31.67	\$32.15	\$32.63
9-10 Years	\$31.68	\$32.31	\$32.79	\$33.28	\$33.78
10-11 Years	\$32.73	\$33.38	\$33.88	\$34.39	\$34.91
11-12 Years	\$33.13	\$33.79	\$34.30	\$34.81	\$35.33
12-13 Years	\$33.38	\$34.05	\$34.56	\$35.08	\$35.61
* For purposes of the chart above, DOS shall be January 01, 201 <u>6</u> .					

2. Flight Attendants with thirteen (13) or more years of service will receive an additional \$0.50 per hour for each year over twelve (12), up to a maximum of \$2.00 per hour.

Beginning **January 1, 2017** Flight Attendants eligible for the above longevity increase will receive an additional \$0.25 per hour for each year over twelve (12) up to a maximum of \$3.00.



3. All Flight Attendants will be placed on the pay scale (Pay Scale) set forth in paragraph A.1. above, based on each Flight Attendant's actual date of hire (or adjusted date of hire because of unpaid leaves of absences, etc.).
4. **Effective 1/1/2016, all Flight Attendants on the first-year rate of pay will be compensated at a rate of \$18.95.**
5. **Annual increases in the wage table above will become effective on January 1 of each respective year.**

**B. Minimum Monthly Pay Guarantee**

1. A Flight Attendant who is available for duty for a full month will be paid flight pay at the applicable hourly rate for seventy-five (75) hours. In the event a Flight Attendant is unavailable for a portion of the month, her/his guarantee for that month will be prorated.

**C. Cancellation Credit/Adjusted Guarantee**

1. A Flight Attendant who is available for a full month and is awarded a regular or relief line of flying will be guaranteed ninety-six percent (96%) of the scheduled credit hours plotted during the PBS build for that bid month. Such scheduled credit hours will include time carried in from the previous bid month.
  - a. Plus:
    - i. Any time added due to assignment of new flying
    - ii. Any junior manning (JM) / Extension (EX-JP) assignment
  - b. Deducting:
    - i. A trade of less flight time value than the Flight Attendant's original
    - ii. Any pairing drops or portions thereof
    - iii. Any pairing(s) missed due to illness or non-occupational injury where the Flight Attendant has no accrued paid sick time available
    - iv. Any missed assignments
2. Application of Cancellation Credit  
Flight Attendants who have flights cancelled will be paid the greater of:
  - a. The minimum monthly guarantee, or
  - b. The adjusted guarantee as defined in paragraph 1 above, or
  - c. The flight hours flown during the month.

**D. Domicile Report**

1. A Flight Attendant who reports for duty which begins at such Flight Attendant's domicile and who performs no flying or does no deadheading shall be credited one (1) hour of applicable flight pay.



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2. A Flight Attendant who is assigned new flying under the provisions of Section 8 will be paid for the rescheduled flying performed.
  3. A Flight Attendant who is required to remain available at the domicile airport for additional flying assignment within two (2) hours and who does no flying will be credited with the time elapsed prior to release.

**E. Deadheading Pay**

1. A Flight Attendant who deadheads to or from any station at Company direction for the purpose of covering an assignment will be credited for such deadheading at thirty minutes (:30) for each one (1) hour of such deadhead time on the basis of the scheduled flight leg(s) at the Flight Attendant's applicable Pay Rate.
2. A Flight Attendant who travels by ground transportation to or from any station at Company direction for the purpose of covering an assignment will be credited for such deadheading at thirty minutes (:30) for each one (1) hour of deadhead time on the basis of the scheduled flight time between the points traveled at such Flight Attendant's applicable Pay Rate.
3. A Flight Attendant will not be required to deadhead/position on a "maintenance ferry" flight.

**F. Pay for Open Time**

1. A Flight Attendant, who bids for and is awarded a pairing not scheduled on her/his final bid award, excluding schedule changes and junior manning/extension assignments, will receive pay and credit above guarantee for such time awarded.
2. A Flight Attendant scheduled for vacation may bid for and fly open time. In addition to vacation pay, such Flight Attendant will receive pay and credit above guarantee for all hours flown during the vacation period.
3. A Flight Attendant who is awarded a regular or relief line will be guaranteed one hundred percent (100%) of the scheduled flight hours awarded as open time.
4. A Reserve Flight Attendant may bid for and fly open time. Such Reserve Flight Attendant will receive pay and credit above guarantee as outlined in Section F.1. above.

**G. Ferry Pay**

When a Flight Attendant is required, by the Company, to ferry as essential crew to or from any station, she/he will receive her/his applicable Pay Rates for the actual flight time.



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## H. Initial Operating Experience (IOE)

I.O.E. Instructor compensation shall be paid in addition to all other compensation at the rate of seven dollars and fifty cents (\$7.50) per hour for the actual or scheduled flight time, whichever is greater.

## I. Special Assignment Pay

A Flight Attendant removed from a pairing(s) or reserve assignment for a special assignment shall receive pay and credit toward her /his guarantee for the scheduled **pairing(s)** plus per diem for the period of assignment. If the special assignment is worked on a scheduled day off, the Flight Attendant will receive pay and credit above her/his guarantee for three hours and forty-five minutes (3:45), plus per diem, for the period of the assignment. Acceptance of Special Assignments are voluntary. **[Monthly Special Assignment, See Sideletter CCC]**

## J. Drug and Alcohol Testing

A Flight Attendant shall be paid ten dollars (\$10.00) for each random drug or alcohol test to which she/he is directed to submit.

## K. Flexible Hiring Rates

1. In the event the Company, in its sole discretion, determines that the starting Pay Step (Step 0-1) as specified in this Agreement is not sufficiently competitive to attract and retain qualified Flight Attendant candidates, the Company may hire applicants at a Pay Step (Steps 1-2 through 12-13) higher than the starting rate specified in this Agreement. As market conditions change, the Company may, in its sole discretion, change its designated starting rate. Such designated starting rate may be higher or lower than the previously designated starting rate, however, such starting rate may not be lower than Step 0-1 or higher than Step 12-13.
2. Should the Company raise the starting Pay Step as specified in subparagraph 1 above, Flight Attendants who are receiving less than the new designated starting Pay Step will have their Pay Step concurrently increased to the new designated starting Pay Step.
3. A Flight Attendant whose Pay Step is increased in accordance with subparagraphs 1 or 2 above, will progress to the next higher Pay Step of the pay scale on the date such Flight Attendant's length of service catches up with her/his adjusted Pay Step. This is the same date the Flight Attendant would have progressed to that higher Pay Step had the Flight Attendant's pay not been adjusted. For example, a Flight Attendant who is hired at Step 2, will remain at Step 2 from the date of hire until the completion of one (1) year of service, at which time her/his Pay Rate will progress to Step 3.
4. The Company will notify the MEC President whenever it uses flexible hiring rates.



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**L. Pay Day**

1. Pay Dates will be the 15th and the last day of every calendar month. If such day is a holiday or weekend, Flight Attendants will be paid the last business day (non-holiday Monday through Friday) prior to the payday.
2. Discrepancies will be corrected within thirty (30) days after the discrepancy has been brought to the attention of the Company and verified.
3. Direct deposit will be available to every Flight Attendant to the financial institution of the Flight Attendant's choice.
4. Pay Stub Information will include at a minimum:
  - a. Base Pay
  - b. Additional hours paid
  - c. TAFB hours (per diem)
  - d. Pre-tax deductions B Medical/Dental (pay period and year to date)
  - e. Tax Deductions (pay period and year to date)
  - f. After tax deductions and explanation (pay period and year to date)
  - g. Other information (sick leave and vacation earned) may be added if and when automation is available and programming is completed.

**M. Repaying an Overpayment**

1. The Repayment Plan (hereinafter also the "Plan") worked out on an individual basis between the Flight Attendant and the payroll department will be negotiated between the individual Flight Attendant and her/his Flight Service Manager.
2. Once notified by the Flight Service Manager that the Flight Attendant has been overpaid and repayment of monies is due, the Flight Attendant must contact and negotiate a Repayment Plan with a Flight Service Manager within two pay periods following the receipt of notification. If the Flight Attendant and the Flight Service Manager are not able to successfully negotiate a Repayment Plan within the stated time period, details of the Plan will default to those contained in this Agreement (\$25.00 minimum amount per pay period; Plan not to exceed two (2) years in duration).
3. The Repayment Plan will contain a minimum payment of the lesser of twenty-five dollars (\$25.00) per pay period or the remaining balance due.
4. The duration of the Repayment Plan may not exceed two (2) years. It is understood that as closely as feasible, each payment pursuant to such a plan will be of an amount equal to all other payments under the Plan. For example, a two-year Repayment Plan of an overpayment of \$2,000.00 would be repaid in forty-seven (47) equal \$41.67 installments plus a final installment of \$41.51.



5. Payments made pursuant to such a Plan will be by payroll deduction. The Flight Attendant will execute such forms as are necessary to execute the Plan. If a Flight Attendant goes into an “unpaid” status for any reason, the repayment obligation will cease until such time as the Flight Attendant returns to a “paid” status and her/his first paycheck is cut.
6. Once negotiated, the Flight Service Manager will be responsible for forwarding the individual Flight Attendant's Repayment Plan to the Company's payroll department.
7. If a Flight Attendant is on an unpaid status anticipated to last an entire bid period, she/he will be removed from payroll until three (3) days prior to the issuance of the mid-month (15th) paycheck. It is understood that this will be done for the sole purpose of reducing the possibility of an overpayment to that Flight Attendant.
8. It is understood that the Company agrees to continue giving consideration to the amount of overpayment and the Flight Attendant's ability to repay.
9. It is understood that time voluntarily dropped or deducted from a Flight Attendant's schedule shall not constitute an overpayment nor shall such Flight Attendant be eligible for the repayment provisions in paragraphs M.1. - M.8. above.

**N. Holidays**

A Flight Attendant who is on duty on Christmas Day (December 25) and/or Thanksgiving will receive one and one-half times her/his hourly pay rate as described above for all credit hours worked on such days.



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## SECTION 5 Expenses

A. Per Diem

1. Per diem expenses will apply to all pairings. A Flight Attendant will be paid at the following rate for each pairing hour while away from domicile (prorated to nearest minute) for meal expenses:

EFFECTIVE	HOURLY PER DIEM
3/1/2016	\$1.75
1/1/2017	\$1.80
1/1/2018	\$1.85
1/1/2019	\$1.90
1/1/2020	\$1.95

2. Per diem expenses will be paid for each pairing hour (prorated to nearest minute) from the time the Flight Attendant checks in one (1) hour before scheduled domicile departure until fifteen minutes (:15) after block-in at her/his domicile (thirty minutes (:30) if required to clear Customs). If a Flight Attendant is on temporary assignment at a different domicile other than her/his own, then per diem expenses will start at flight departure to the different domicile and end at flight arrival back at her/his domicile.
3. Flight Attendants assigned to an International Overnight as defined in Section 2, Definitions, or an International Continuous Duty Overnight (ICDO) will receive additional per diem as specified in Section 30 - International Flying.
4. Per Diem for Special Assignment  
Per diem shall be calculated as the greater of 1) the amount she/he would have earned in conjunction with any pairing(s) from which removed in order to perform the Special Assignment; or 2) one hour of per diem for each hour, prorated, spent at work for the duration of the Special Assignment.



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B. Parking

1. At domiciles where free parking is not available, the Company will pay the cost of parking for Flight Attendants. For Flight Attendants who elect to park at airports other than their domicile airport, the Company will reimburse parking fees equal to the fees charged for domicile parking, subject to local airport authority and governmental limitations. The Company will not be responsible for any administrative cost or procedures other than at the domicile.

In case of a Co-Domicile as specified in Section 29 - Co-Domiciles, the highest maximum daily rate of the airports included will be the maximum amount reimbursable to the Flight Attendant. All reimbursements of parking expenses will require receipts. In lieu of parking provided, the Company will reimburse the Flight Attendant for using public transportation to and from work upon submission of receipts up to an amount equal to the highest amount the Company pays for parking at the Flight Attendant's domicile. **In addition to public transportation, the Company considers Lyft, Uber, taxis and similar licensed car services eligible for reimbursement under this paragraph.** Receipts must be submitted for reimbursement no later than six (6) months after the date the expense was incurred.

2. Those Flight Attendants who have the option of utilizing public transportation or what is commonly referred to as “park-and-ride” system in which they are able to park their vehicles at a location(s) away from the airport and to utilize public transportation to get to the airport shall be entitled to utilize such a system and to be reimbursed for the amount of fare and/or parking by the Company up to the limit of the normal Company-provided parking. All reimbursements of parking/ transportation will require receipts.
3. **Any Flight Attendant who transferred out of a domicile following a displacement announcement, or who was displaced out of BOS, ORD, DFW, SJU, LAX, MIA or NYC and who continues to park a vehicle at BOS, ORD, DFW, SJU, MIA, LAX or NYC, will upon request, be reimbursed for the parking charge at the above airports, up to the full amount of an employee parking pass. Additionally, any Flight Attendant displaced who, while domiciled at DFW, BOS, ORD, SJU, LAX, MIA or NYC, parked a car and continues to park a car at another airport and was fully reimbursed while domiciled at BOS, ORD, DFW, SJU, LAX, MIA, LGA or JFK, will continue to be fully reimbursed. [SL KK]**



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## SECTION 6

### Moving Expenses

- A. A Flight Attendant will be eligible for Company-paid moving expenses in the following situations:
1. If she/he is involuntarily or voluntarily displaced to another base from her/his present base.
  2. If she/he is recalled to a base other than the one from which involuntarily or voluntarily furloughed and has exhausted her/his option to bypass recall.
- B. The Flight Attendant will pay moving expenses when:
1. A Flight Attendant moves to a domicile incident to initial employment.
  2. A Flight Attendant is awarded a bid to a domicile (i.e., voluntary move).
  3. A Flight Attendant is recalled from furlough and has not exhausted her/his option to bypass recall.
- C. When the Company is required to pay moving expenses, receipts from the moving expenses must be submitted within forty-five (45) days after incurring the expenses.
- D. A Flight Attendant eligible for Company-paid moving expenses will be reimbursed reasonable expenses incurred in moving, for packing and moving, up to a maximum of one thousand five hundred dollars (\$1500.00) for any move within a radius of five hundred (500) statute miles or a maximum of two thousand dollars (\$2000.00) for any move outside a radius of the specified five hundred (500) miles. The Company will designate or approve the moving company, provided such is a common carrier that is licensed and insured to move household goods.
- E. A Flight Attendant eligible for moving expenses in accordance with Section 6.A. above will be eligible for one of the following:
1. Reimbursement for expenses for driving two (2) personally owned automobiles from her/his old domicile to her/his new domicile at the maximum IRS allowable rate per mile based on the most direct AAA mileage; or
  2. A Flight Attendant who is displaced to a domicile that requires a move over water (i.e. to or from SJU) will be entitled to have one (1) vehicle shipped to her/his new domicile at Company expenses, excluding taxes and licenses.
  3. A Flight Attendant who is eligible for Company-paid moving expenses will remain eligible for such expenses for one (1) year from the triggering event as described in A. above.



- a. The move for which expense reimbursement is claimed need not be the first move undertaken subsequent to the triggering event so long as it occurs within the one (1) year period.

EXAMPLE 1: Flight Attendant Ramos is displaced from MIA to DFW effective 15 January, 2012 and commutes to work. On 18 October 2012, Ramos voluntarily transfers to JFK and decides to relocate to JFK. He is eligible for Company-paid moving expenses to JFK.

- b. If, subsequent to the event triggering expense reimbursement eligibility, another triggering event transpires, the Flight Attendant will be eligible for reimbursement for an additional move. She/he will be eligible for one additional move for each triggering event.

EXAMPLE 2: Flight Attendant Potter takes voluntary displacement from MIA to JFK on 20 July, 2012 and elects to move. The Company will pay for that move. On 10 August, 2012, Potter is displaced out of JFK to DFW. Potter elects to move to DFW and receives Company-paid moving expenses.

- F. A Flight Attendant who is eligible for Company-paid moving expenses in accordance with Section 6.A. above will be eligible to receive two (2) nights lodging at a Company-provided hotel and three (3) days of per diem at the applicable rate for either the purpose of moving, seeking permanent lodging at a new domicile or effecting the actual move or automobile relocation.

G. Moving Days

1. A Flight Attendant who is eligible for moving expenses in accordance with Section 6.A. above may request, at the time of the monthly bid, up to five (5) consecutive days off for the purpose of driving to the new domicile and/or actually moving to the new domicile. Requests made prior to the bid closing for the affected month will be awarded in the final bid. Requests made after the bid closing for the affected month shall be mutually agreed upon by the Flight Attendant and the Company. Any pairings that are required to be dropped for this purpose shall be unpaid. The days in this Paragraph are in addition to the days provided for qualifying moves in accordance with Section 15.A.4. of this Agreement.
2. A Flight Attendant who is not eligible for moving expenses in accordance with this Section may be entitled to scheduled days off in accordance with Section 15.A.4. of this Agreement.



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- H. The Company will be responsible for reimbursement of eligible expenses under this Section that are incurred up to and including twelve (12) months after the Flight Attendant reports to a new domicile.
  - I. A Flight Attendant who is eligible for Company-paid moving expenses may elect to have the move paid from a location other than the domicile from which she/he is being transferred to any location within eighty (80) miles of the new domicile; provided that at the time of the move, the Flight Attendant resides more than eighty (80) miles from the new domicile airport. However, the Company's responsibility will not exceed the cost of moving the Flight Attendant from the domicile from which she/he is transferred to her/his new domicile.
  - J. When the Company is required to pay moving expenses, nothing in this Section is intended to prevent the Company and Flight Attendant from agreeing to an amount to be paid to the Flight Attendant in lieu of the moving expenses provided for herein, provided that the agreement is subject to prior written approval by the Union.
  - K. Flight Attendants making a Company-paid move will be permitted, upon application, to draw an interest-free advance not to exceed \$750.00 to be repaid at a rate of \$50.00 per pay period, beginning with the next pay period. Such advance shall be requested and will be made prior to the move.
  - L. For qualifying moves in accordance with Section 6.A. above, the Company will provide, upon request, documentation to assist the Flight Attendant in terminating a lease. In the event that the efforts of the Flight Attendant are not successful, the Company will pay a broken lease penalty, if incurred, not to exceed the lesser of one (1) month's rent or \$500.00. In order to be eligible for this provision, the affected Flight Attendant must provide the Company with accurate contact information for the leasing agent or landlord.



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## SECTION 7

### Hours of Service

#### A. Monthly Maximum

1. A Flight Attendant will not be required to exceed one hundred (100) block hours per month, not including deadhead assignments. A Flight Attendant may elect to exceed the one hundred (100) block hour limitation through pairing trades, optional exchanges and pick-ups from open time.
2. If a Flight Attendant is projected to exceed or actually exceeds the one hundred (100) block hour limitation, the Company will determine which leg(s) to remove from her/his schedule in order to reduce her/his projected block hours to one hundred (100) or less, unless she/he elects to exceed the limitation.
3. If a Flight Attendant is projected to exceed or actually exceeds the one hundred (100) block hour limitation, she/he will not be junior manned or extended for the remainder of the bid period.
4. A Flight Attendant will not be paid or credited for any leg(s) removed from her/his schedule as a result of the one hundred (100) block hour limitation.
5. A Flight Attendant who is not projected to exceed the one hundred (100) limitation when her/his duty period begins will complete the duty period even if operational reasons cause her/him to exceed one hundred (100) during the duty period. If the duty period does not terminate in domicile, the Flight Attendant may elect to deadhead to domicile or to work the remainder of the pairing.
6. Paragraphs A.1. through A.6., above, will apply to reduced guarantee lines, except that the one hundred (100) limitation will be a fifty (50) limitation for such lines.

#### B. Duty Periods

1. A Flight Attendant's duty period, at her/his domicile, shall begin one hour (1:00) prior to scheduled block-out time (check-in) and end fifteen minutes (:15) after actual block-in of her/his last segment or when the Flight Attendant is actually released, whichever is later (check-out).
2. A Flight Attendant's duty period, other than at her/his domicile, shall begin forty-five minutes (:45) prior to scheduled block-out time and shall end fifteen minutes (:15) after actual block-in time of her/his last segment, or when the Flight Attendant is actually released, whichever is later.
3. If a Flight Attendant's first leg of her/his duty period is a deadhead, other than at her/his domicile, report time shall be thirty minutes (:30) prior to scheduled block-out time.



4. At a layover station, a report time may not be reduced to less than twenty minutes (:20) prior to scheduled departure.
5. In the event that a Flight Attendant is required to clear Customs after the last leg of a pairing, release time shall be thirty minutes (:30) after actual block-in time or when the Flight Attendant is actually released, whichever is later (check-out).

**C. Scheduled on Duty**

1. A Flight Attendant shall not be scheduled to be on-duty more than fourteen (14) hours per duty period. A Flight Attendant may not be assigned new flying or required to remain on duty in excess of sixteen (16) hours, including continuous duty overnights.
2. A Flight Attendant will receive one (1) calendar day free from duty in her/his domicile in any seven-day period. However, a Flight Attendant at her/his discretion, may elect a 24-hour break from duty in any seven-day period to accommodate her/his request(s) for pairing trades, optional exchanges and/or pick-ups of open time. However, if a Flight Attendant adjusts her/his schedule (OT pick up, pairing trade, etc.) for the end of the current month before the final bid awards are made for the following month and such schedule adjustment puts her/him into a one in seven conflict after bids are awarded, the Flight Attendant shall not be considered to have waived the calendar day off. One (1) day of flying shall be removed in order to accommodate the Flight Attendant's right to one (1) day free from duty in any seven-day period.
3. A flight originating in one calendar day and extending into the next calendar day will be considered to have terminated in the first calendar day, if it terminates no later than 0200 hours local time on the second day.
4. In the event that a Flight Attendant's pairing is split at her/his domicile after the final bid award causing the Flight Attendant to overnight in the Flight Attendant's domicile, the time away from base (TAFB) will be continued for the duration of the overnight and the Flight Attendant will continue to receive per diem for the duration of the overnight. If the Company implements appropriate technology, Flight Attendants will be required to check-in for the remainder of her/his pairing after an in-domicile overnight.

**D. Days Off**

1. A regular or Reserve Flight Attendant who is available for duty for a full month will be guaranteed a minimum of eleven (11) days off at her/his domicile each month.



2. The PBS will construct lines of time with duty days grouped together, and days off grouped together in which there are at least two (2) periods of two (2) days free from duty. In addition, the “default” construction for the lines of Reserve Flight Attendants will be at least one (1) period of four (4) consecutive days off, and at least one (1) period of three (3) Golden Days. Such default parameters may be waived by the Flight Attendant. The set of three (3) Golden Days off will be placed consecutively on a Reserve's line in any block of three (3) or more days off. Golden Day placement will always start with the first day of a block of days off. When more than one (1) block of three (3) or more days off exist in the bid month, such Golden Days will be placed on the set of days off which were given the highest priority within the Flight Attendant's submitted bid. Such Golden Days off cannot be changed or removed by the Company for any reason without the approval of the Flight Attendant. A Flight Attendant may swap her/his complete set of Golden Days off for another Flight Attendant's complete set of Golden Days off so long as the trading of such sets of Golden Days does not create a conflict with the Flight Attendant's Reserve schedule.
  - a. A Flight Attendant, at her/his option, may submit a request to trade or swap an individual Golden Day and once approved, it shall lose its Golden Day status. In such case, the day may be traded and the other two (2) Golden Days shall retain their Golden status.
  - b. The Flight Attendant may submit a request to trade or swap two (2) Golden Days. Once approved, the remaining Golden Day shall also lose its “Golden Day” designation.
3. If a Flight Attendant is unavailable for duty for part of a month, the guaranteed days off as provided in D.1. above will be prorated.
4. In the event of a temporary assignment, the days off at the temporary domicile will be considered as days off at the Flight Attendant's domicile.
5. No Flight Attendant shall be required to work more than two (2) guaranteed days off in a given bid period. When a Flight Attendant is involuntarily required to fly on one of her/his scheduled minimum days off in a bid period, the Flight Attendant will:
  - a. Reschedule the day off during the same bid period when possible, but in no case later than the following bid period. Such day(s) off shall be rescheduled by mutual concurrence between the Flight Attendant and the Company. No Flight Attendant shall be required to work more than two (2) guaranteed days off in a given bid period.
  - b. A Flight Attendant will not be subject to junior assignment or extension on such rescheduled day(s).
  - c. At the Flight Attendant's option, in lieu of rescheduling the day(s) off, the Flight Attendant will be paid three hours and forty-five minutes (3:45) above her/his guarantee for each such day.



**E. Rest**

1. General

- a. Except as provided in E.2. below, Flight Attendants will be provided the following rest provisions in the chart below. Flight Attendants shall be given prior knowledge of the start and end point of rest period(s) per the FARs.

<u>Scheduled Flight Time</u>	<u>Normal Rest</u>	<u>Reduced Rest</u>	<u>Compensatory Rest</u>
Less than 8 hours of flying	9	8	10*
More than 8 but less than 9 hours of flying	10	8	11*
More than 9 hours of flying	11	9	12*

\* Compensatory rest must begin within twenty-four (24) hours after the beginning of reduced rest.

e.g.: If reduced rest begins at 2000 Central Time on day one, compensatory rest must begin by 2000 Central Time on day two.

- b. Pairings will be constructed with a minimum of ten (10) hours of rest in domicile and a minimum of eight and one-half hours (8:30) of rest in outstations.
  - c. Lines of time for a month will be constructed with a minimum of ten (10) hours of rest in domicile. Such rest limitation may be waived by the Flight Attendant to FAR + 45 minutes.
2. Rest in Domicile
- a. Whenever a Flight Attendant holding a line of time is placed into rest in her/his domicile she/he will receive a minimum of ten (10) hours of rest prior to duty on the next calendar day.
  - b. Whenever a Flight Attendant holding a line of time that contains continuous duty overnights (CDOs) is placed into rest in her/his domicile, she/he will receive a minimum of ten (10) hours rest within the same calendar day between CDO pairings.



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- c. Whenever a Reserve Flight Attendant is placed into rest in her/his domicile that will end on the next calendar day, she/he will receive a minimum of ten (10) hours of rest between: pairings; an Airport Reserve assignment and a pairing; a pairing and an Airport Reserve assignment; or within a pairing prior to duty on the next calendar day.
  - d. In order to receive the rest specified in paragraphs 2.a., b., and c., above, a Flight Attendant will be required to notify Crew Scheduling within one (1) hour of being released should her/his schedule not provide the ten (10) hours of rest stated above.
  - e. For the purpose of defining “calendar day,” and solely for the purposes of paragraphs 2.a., b., c., and d., above, the time limit set forth in Section 7.C.3, shall be extended to 0600 hours local time of the second day.
  - f. Paragraphs 2.a., c., and d., above, are not intended to require that a Flight Attendant be given ten (10) hours of rest in domicile between pairings on the same calendar day.
3. Rest Away from Domicile
- a. Pairings and lines will be built with no less than eight and one-half hours (8:30) of rest out of domicile.
  - b. On any pairings built by Crew Scheduling (i.e., not built in accordance with paragraph E.1.b., above), the Company will make its best efforts to build such pairings providing for eight and one-half hours (8:30) minimum rest out of domicile. Should a Flight Attendant notify Crew Scheduling before departing on the flight into the outstation where less than eight and one-half hours (8:30) of rest has been scheduled that the pairing has not been constructed for eight and one-half hours (8:30) of minimum rest, Crew Scheduling will provide such rest.
  - c. If a Flight Attendant is provided less than nine (9) hours of actual rest, she/he shall be given no less than ten (10) hours of compensatory rest prior to commencing a subsequent duty period as illustrated in E.1. above.



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4. Contact During Rest

- a. The Company may initiate telephone contact with a Flight Attendant during her/his layover duty-free period only within the one hour and fifteen minute (1:15) period of time commencing at block-in of the aircraft of the Flight Attendant's last flight prior to the layover, and again during the time period commencing one (1) hour prior to the scheduled ground transport ("van pick up") time prior to the Flight Attendant's first scheduled flight following a layover. It is understood that the Company will restrict communications during this period to the following communications:
- i. Notification of cancellation of the Flight Attendant's first flight following a layover, thus resulting in a later departure from the layover hotel;
  - ii. Delayed departure of the Flight Attendant's first flight following a layover, thus resulting in a later departure from the layover hotel.

It is understood for purposes of this paragraph that positive contact with the individual Flight Attendant is required in order for the notification to be valid.

- b. The Company may also initiate telephone contact with a Flight Attendant to prevent an outbound cancellation from the layover city and/or to position a Flight Attendant to complete the original pairing. This contact may be made during the time period specified in paragraph E.4.a., above or for one (1) hour prior to the scheduled ground transport ("van pick up") time prior to the affected flight. It is understood for purposes of this paragraph that positive contact with the individual Flight Attendant is required in order for the notification to be valid. For the purposes of this paragraph, "van-time" shall be considered one (1) hour prior to the scheduled or actual departure of the flight, whichever is earlier.
- c. The Company may contact a Flight Attendant at any time in the event of a Flight Attendant's personal non-employment related emergency.
- d. In the event a Flight Attendant is contacted by the Company at any time outside the above-described periods of time or for a reason not listed above (e.g. soliciting open time), the Flight Attendant whose layover duty-free period has been so interrupted will be automatically granted a day free from all duty with the Company, with no loss of pay, to be provided no later than the last day of the bid month following the month in which the Flight Attendant's rest was interrupted. The day selected shall be of the Flight Attendant's choosing.



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- e. Alternatively, the Flight Attendant may forego the day free from all duty and may elect instead to be paid three hours and forty-five minutes (3:45) above her/his guarantee.

**F. Continuous Duty Overnights (“CDOs”)**

1. “Continuous Duty Overnight” is a scheduled duty period which begins in one calendar day and ends in the next calendar day without interruption by a scheduled rest period of at least eight (8) hours between flight assignments, and is so identified by a scheduled on duty rest of less than eight (8) hours in accordance with the provisions of subparagraphs a., b., and c. below:
  - a. Should a Flight Attendant be scheduled for a CDO which is scheduled to provide a break of six (6) hours or less (block-in to block-out), such Flight Attendant will not be scheduled for more than two (2) take-offs during such CDO.
  - b. Should a Flight Attendant be scheduled for a CDO which is scheduled to provide a break of more than six (6) hours (block-in to block-out), such Flight Attendant will not be scheduled for more than four (4) take-offs during such CDO.
  - c. Should a Flight Attendant scheduled as provided in subparagraphs a. or b. above be assigned new flying, the number of times she/he may depart from her/his domicile shall be determined on the basis of the break received calculated on actual block-in and block-out times for such break.
2. Flight Attendants may bid for and be awarded a “CDO” line in the Monthly Pre-bidding System.
3. CDO lines will be constructed with no more than three (3) consecutive CDOs. Such CDO groupings shall be followed by not less than two (2) calendar days off.
4. No more than four (4) consecutive CDOs will be scheduled for a Flight Attendant during the transition period.
5. A Flight Attendant may request removal of the fourth CDO that falls in the beginning of the new contractual month. Staffing permitted, the transition team will remove the fourth CDO with no reduction in guarantee. For purposes of such removal, staffing will be evaluated before the final bid awards are posted. If staffing does not allow for removal at that time, the request will be reevaluated after the close of initial open time bid.
6. Requests for the removal of a fourth CDO during the transition period will take precedence over all other requests. Such requests will be processed in seniority order.



7. A Flight Attendant holding a CDO line which is projected to contain seven (7) or more CDO pairings, who picks up open time on a day off, will be credited for such time in addition to the normal monthly guarantee.



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## SECTION 8 Scheduling

- A. 1. The Company will utilize and maintain a Preferential Bidding System (PBS), meeting the requirements in this section and the Collective Bargaining Agreement for the construction and awarding of flight schedules and Reserve Lines of Time (New). [SL-N]
2. Bid Information
- Pairing information will be made electronically available via a home access computer system and the Company computer terminals located in each domicile on or before the date of pairing information package distribution. One hard copy of the pairing information package will be available at each domicile or co-terminal. Pairing information packages, and online access, shall contain all of the pairing information, for all of the pairings in a given domicile and its co-domiciles. The pairing information package shall state the anticipated number of bid lines and reserve lines that will be awarded in each domicile, the line average for the month in the domicile, the minimum and maximum hours a line can be built to in the domicile, and the training dates and locations for the domicile. [SL-N]
- B. Monthly Bidding Process**
1. A Flight Attendant will bid in her/his specific domicile. (When “domicile” is used herein, it will include any co-domicile.) A Flight Attendant may enter a default bid and it shall remain in force until one of the following occurs: 1) Base Transfer 2) TDY award 3) Flight Attendant changes bid. [SL-N]
- a. Carry-ins/absences/pre-awards that are known at the time of bidding, will be pre-planned in the bid process, and credited in the new month. [SL-N ]
- b. Flight Attendants on a paper-bid status, whose bid will be for pay purposes only, will be able to bid and be awarded a schedule without impacting other active Flight Attendants' awards. [SL-N]
- c. A Flight Attendant who obtains medical clearance prior to the close of bids will be allowed to bid during the bidding process, and will be awarded a schedule for the entire bid period or that portion of the month for which she/he will be available. If available for less than the full bid period, the number of minimum days off will be prorated based upon the numbers of days available per the **Chart A**, below, and the Flight Attendant will receive a “soft” credit in accordance with the **Chart B**, below, for each day of unpaid leave for purposes of bidding only; e.g., a Flight Attendant returning from maternity leave mid-month. [SL-N]



**Chart A**

30 Day Month		31 Day Month	
Available Days	Prorated Days Off	Available Days	Prorated Days Off
29 - 30	11	30 - 31	11
26 - 28	10	27 - 29	10
24 - 25	9	24 - 26	9
21 - 23	8	22 - 23	8
18 - 20	7	19 - 21	7
15 - 17	6	16 - 18	6
13 - 14	5	13 - 15	5
10 - 12	4	10 - 12	4
7 - 9	3	8 - 9	3
5 - 6	2	5 - 7	2
2 - 4	1	2 - 4	1
1	0	1	0

**Chart B**

Type of Credit	Prorated Minimum Days Off	Pay Credit	PBS Credit
Bereavement Leave	NO	3:75	3:75
Vacation Ex Days (part of guaranteed days off)	NO	0:00	3:75
FMLA (intermittent) / KIN Care	NO	3:75	3:75
FMLA (non-intermittent)	YES	2:50	2:50
Furlough	YES	0:00	2:50
Jury Duty / Witness (1 - 4 Days)	NO	3:75	3:75
Jury Duty / Witness (More than 4 Days)	YES	2:50	2:50
Long Term Training	YES	2:50	2:50



LT LOA	YES	0:00	2:50
Maternity Leave	YES	2:50	2:50
Medical Leave	YES	0:00	2:50
Military Leave	YES	0:00	2:50
Move Days (MV)	NO	3:75	3:75
Move Days (UM)	NO	0:00	3:75
Other Company Paid Days (1 - 4 Days)	NO	3:75	3:75
Other Company Paid Days (More than 4 Days)	YES	2:50	2:50
PLOA	YES	0:00	2:50
Pre-Planned Sick Leave / IOD	YES	2:50	2:50
Retirement / Resignation	YES	0:00	2:50
Short Term Training	NO	3:75	3:75
Special Assignment Daily	NO	3:75	3:75
Special Training	NO	3:75	3:75
Travel Day	NO	3:75	3:75
Union Leave (1 - 4 Days)	NO	3:75	3:75
Union Leave (More than 4 Days)	YES	2:50	2:50
Vacation (1 - 4 Days)	NO	2:67	2:67
Vacation (More than 4 Days)	YES	2:67	2:67
Vacation Credit Effective 1-1-16	YES	3:00	3:00
Withheld from Service - Paid	YES	2:50	2:50
Withheld from Service - Unpaid	YES	0:00	2:50
Witness Leave (1 - 4 Days)	NO	3:75	3:75
Witness Leave (More than 4 Days)	YES	2:50	2:50
<b>* Special Assignments for a full month may Shadow Bid in accordance with Side Letter CCC.</b>			



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- d. If a Flight Attendant is withheld from service with pay by the Company at the time of bid closing, she/he will be allowed to bid for a schedule for the following bid period in accordance with this Section.[SL N.]
2. Minimum/Maximum Bid Options [SL-JJ]  
A bidder may choose the minimum or maximum range of credit hours to be awarded for a bid period during PBS line construction. The credit range will be 75 to 91 credit hours. The minimum credit range will never be less than 65 hours and will never exceed 91 hours. The maximum credit range will be 91 to 110 credit hours and will never exceed 110 hours. **The lowest number of minimum credit lines awarded will never be less than 5% of the domicile population.**
3. Bidding While Vacation in the Month
- a. During the bid process, Flight Attendants scheduled for vacation shall be afforded the option to expand their vacation by up to four (4) unpaid days. The vacation expansion days will be pre-plotted as an unpaid planned absence by Crew Scheduling prior to the monthly bid awards. Such days adjacent to vacation will count toward the minimum monthly days off. Only one (1) option (before, after or split) will be accepted and awarded during the bid process. For all days of unavailability, the days off will be prorated in accordance with chart A in 8.B.1. and soft credit will be placed on the vacation extension days in accordance with the chart B in 8.B.1.  
[SL-N]
- b. **A Reserve Flight Attendant may use Vacation Expansion (SL N. Global Preference Option 32) on the same basis as a Lineholding Flight Attendant.**
- i. **The request must be submitted through the Pre-Bid System on or after 1200 noon Central Time on the tenth of the month through 1200 noon Central Time on the twentieth of the month.**
- c. A Reserve with vacation day(s) in a bid period shall receive all her/his days off outside of the vacation period, if applicable, in addition to her/his vacation day(s). However, if the days off, as provided for in Global Option #32, plus the scheduled vacation day(s) does not allow for the required days off to be placed outside of the scheduled vacation period, such days will not be restored or moved to the subsequent month. [SL-N]
4. A Flight Attendant who is expected to be on a leave of absence or a planned absence for an entire bid period and who is entitled to receive compensation for pairings missed during that period shall be entitled to "shadow bid" for the purposes of calculating pay.



**For a leave of absence of less than one (1) bid period, a Flight Attendant may use available sick time which shall be paid based on the monthly guarantee on a prorated basis.**

5. Buddy Bidding

- a. The Company shall provide the Buddy Bidding Option which allows for two (2) Flight Attendants to preference for and be awarded pairings for a month.
- b. Both Flight Attendants shall submit a current or default bid and indicate a preference for the other employee. The pairing(s) shall be awarded on the junior Flight Attendant's seniority provided that the senior Flight Attendant can hold the other position on the same pairing(s).
- c. **Once the buddy bid link is established, the PBS logic will award positions to both buddies on as many pairings as are legal and available to both bidders using the junior buddy's bid and seniority. Should the logic be unable to build two (2) complete pairing lines with both bidders together on every awarded pairing, then the PBS logic will award remaining unbuddied pairings from the junior buddy's bid and seniority, in order to reach line completion. If the buddy bid link is never established, then each buddy will be awarded from his/her respective bids at their seniority. It is understood that in the event a buddy link is established but there are no pairings which can be awarded to both bidders, one buddy could be awarded a bid line while the other is awarded a reserve line.**

**[SL Z]**

6. Bidding Timeline

<b><u>PBS FA Bidding</u></b>	<b><u>Awarding Window</u></b>
1 <sup>st</sup> of the month	Training Bids close 1200 noon CT
2 <sup>nd</sup> of the month	
3 <sup>rd</sup> of the month	
4 <sup>th</sup> of the month	Training Bids awarded 1200 noon CT, Training Swaps open 1200 noon CT
5 <sup>th</sup> of the month	
6 <sup>th</sup> of the month	
7 <sup>th</sup> of the month	TDY Bids open / Vacation Swaps Deadline
9 <sup>th</sup> of the month	Training Swaps close 1000 CT



10 <sup>th</sup> of the month	Training Dates final no later than 1000 CT, TDY closes at 1000 CT, TDY awarded 1200 noon CT, Pre-Bid opens 1200 noon CT
12 <sup>th</sup> of the month	
13 <sup>th</sup> of the month	Pre-Bid Closes 1200 noon CT
14 <sup>th</sup> of the month	Pre-Bid protest window opens 1200 noon CT
15 <sup>th</sup> of the month	Pre-Bid protest window closes 1200 noon CT, Regular PBS bid window opens at 1200 noon CT
20 <sup>th</sup> of the month	Bid Closes and PBS Runs start at 1200 noon CT, <b>FOS Lockout in effect</b>
21 <sup>st</sup> of the month	<b>FOS Lockout in effect</b>
22 <sup>nd</sup> of the month	Awarding Complete / Protest - Transition window opens. <b>FOS Lockout in effect</b>
23 <sup>rd</sup> of the month	Protest-Transition window closes <b>FOS Lockout ends at 1200 noon CT</b> <b>TTOT re-opens for the remainder of the <u>current bid month</u>.</b>
24 <sup>th</sup> of the month	<b><u>TTOT turned on at 1200 noon CT for all transactions for the following bid month.</u></b>
25 <sup>th</sup> of the month	<b>Date affected by FOS Lockout</b>
26 <sup>th</sup> of the month	<b>Date affected by FOS Lockout</b>
27 <sup>th</sup> of the month	<b>Date affected by FOS Lockout</b>
28 <sup>th</sup> of the month	<b>Date affected by FOS Lockout</b>
29 <sup>th</sup> of the month	<b>Date affected by FOS Lockout</b>
30 <sup>th</sup> / 31 <sup>st</sup> of the month	<b>Date affected by FOS Lockout</b>
<b>* FOS Lockout in effect for <u>25<sup>th</sup> - 30<sup>th</sup>/31<sup>st</sup> of the month</u></b>	

- a. The pre-bid will open on the 10th of the month at 1200 noon CT during which a Flight Attendant may bid for and be awarded designations which will determine eligibility for different line options, including Reduced Guarantee Bid Line, Airport Standby, Vacation Fly Through with expansion, All Weekends Off Reserve lines (RWO), RBL and CDO line awards. Pre-bid options may be modified as needed by mutual agreement.



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- i. **Once an Airport Standby Reserve status has been awarded, a Flight Attendant may then use the PBS program to bid for a schedule according to her/his preferences. Any resulting Reserve schedule award will then be designated as Airport Standby Reserve in accordance with the previously awarded status.**
    - ii. **Should a Flight Attendant who has been awarded Airport Standby Reserve Status be awarded a line of flying, it is agreed that the awarded Airport Standby Reserve Status would become irrelevant. Any Company-required Airport Standby Reserve coverage would revert to availability on the day of operation.**
  - b. The pre-bid will **close** on the 13<sup>th</sup> at 1200 noon CT and preliminary bid awards will be posted no later than the 14<sup>th</sup> at 1200 noon CT. The Bid Protest period will begin at 1200 noon CT on the 14<sup>th</sup> and end on the 15<sup>th</sup> at 1200 noon CT. Pre-bid awards will be final on the 15<sup>th</sup> of the month at 1200 noon CT.
  - c. A Flight Attendant may enter or edit a default bid(s) at any time. However, the bidding for the current bid month will open on the 15<sup>th</sup> of the month prior at 1200 noon CT.
  - d. Bidding will close on the 20<sup>th</sup> at 1200 noon CT.
  - e. Schedule adjustments (e.g. pairing trades, drops, swaps, etc.) **from the current bid month commencing or touching the 25<sup>th</sup>** will not be permitted during the FOS lockout window which commences at 1200 noon CT on the 20<sup>th</sup> and ends once the preliminary awards are published no later than the **23<sup>rd</sup>**.
  - f. The bid protest period opens when preliminary awards are published, no later than the 22<sup>nd</sup> at 1200 noon CT and closes on the 23<sup>rd</sup> at 1200 noon CT.
  - g. Line awards will be considered final at 1200 noon CT on the 24<sup>th</sup>.
  - h. TTOT will be turned on at 1200 noon CT on the 24<sup>th</sup>.
  - i. In the event of a major, previously unknown airline schedule change, after pairings are constructed, the Company and the Association may agree to modify the Bid Timeline as appropriate.  
[SL-N]
7. Bid Protests [SL-N]
- a. Flight Attendants will have a minimum of twenty-four (24) hours following both pre-bid awards and line awards to file a bid protest electronically via the PBS website.



- b. Crew Planning shall promptly review any inquiry submitted. If programming or system error occurred, the affected Flight Attendant will be made whole. No remedy will be available if the subject of the inquiry was due to the Flight Attendant's choice of bid preferences.
- c. Where there is a programming error that affects a substantial number of Flight Attendants in a domicile(s), there may be a re-award upon agreement between the Company and the Association. Any re-award will be done within twenty-four (24) hours.
- d. If, after the final bids have been awarded, any errors are subsequently discovered that makes any bid illegal in any manner, the Company will pull the Flight Attendant from sufficient flights with pay to be made legal.

**C. Pairing Line Construction: [SL - N]**

- 1. Lines shall be constructed preferentially, in order of seniority, one Flight Attendant at a time with the Flight Attendant holding as many pairings available at her/his seniority that meet her/his specific preferences, such preferences being stated in priority order provided that those pairings do not conflict with any known absences, carry-in pairings or reserve periods, or legalities following carry-in activities.
- 2. Criteria for Pairing Line Construction:
  - a. ~~The Company, with input from the JPBSG, will determine the range for the line average and the window above and below it to which a Flight Attendant's schedule may be built. Any subsequent change(s) will be made after consultation with the JPBSG.~~
  - b. A pairing line award will contain no reserve days.
  - c. A pairing line will not contain any out of domicile pairings.
- 3. Parameters for Pairing/Line Construction:

The following procedures will precede line construction:

  - a. All known flying, including charters, shall be constructed into pairings and placed in the PBS for bid. (Parties recognize that the flying must be known at the time pairings are constructed). A variety of pairings will be constructed (e.g. single day pairings, multi-day pairings, CDOs - if applicable).



- b. The Company will apply any known absence to a Flight Attendant's schedule. The credit value of the known absence(s) will be reflected in the total value of the line for purposes of the line construction parameters according to the schedule below. To the extent that the "off the shelf" software accommodates credit value waivers, or if mutually agreed by the parties, at the Flight Attendant's option, she/he may elect to have the credit value not counted toward her/his maximum bid award. However, in no event may the Flight Attendant's bid award exceed one hundred ten (110) hours.
- c. For the purposes of Line construction, the planned absences or events that are known prior to the close of the bids will have the below daily credit value applied towards a Flight Attendant's line credit except as provided for in b. above.

i.	Training	3:45
ii.	Sick Leave	3:45
iii.	Bereavement	3:45
iv.	Paid Move Days	3:45
v.	Special Assignment	3:45
vi.	Union Leave	3:45
vii.	Jury Duty Leave	3:45
viii.	Family Leave if SK or VC used	3:45
ix.	Pay Withheld	3:45
x.	Paid Witness	3:45
xi.	Travel Day	3:45
xii.	Single VC Day prior to January 1, 2016	2:41
xiii.	Single VC Day commencing January 1, 2016	3:00
xiv.	California Paid Family Leave and Paid School	3:45
xv.	<i>Miscellaneous Other</i>	<i>TBD</i>



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### Preference Options

1. <u>Pairing</u> Equipment [Prefer/Avoid, Aircraft type] Flight Attendant may prefer or want to avoid <u>pairings</u> with specific aircraft type.
2. <u>Pairing</u> Length [Prefer/Avoid, #Calendar days, Date] Flight Attendant may prefer or want to avoid <u>pairings</u> with specified number of calendar days.
3. Layover City [Prefer/Avoid, Layover Station, Date] Flight Attendant may prefer or want to avoid a layover station or region, e.g. West Coast, North East, FL, Caribbean, Mexico, Southwest.
4. <u>Pairing</u> Type [Prefer/Avoid, Type of <u>pairing</u> , Date] Flight Attendant may prefer or want to avoid a type of <u>pairing</u> . <u>Pairing</u> types - 4-day, 3-day, 2-day or 1-day <u>pairings</u> .
5. Crew Position [Prefer/Avoid, Crew position, Date] Flight Attendant may prefer or want to avoid a specific position on <u>pairings</u> . Flight Attendant positions are specified on each <u>pairing</u> .
6. Report / Release [Before/After, Time, Date] Flight Attendant may bid for <u>pairings</u> that report / release before or after a specific time. The <u>pairings</u> may optionally originate / terminate on a specific date.
7. No Deadheads [Date] Flight Attendant may bid for <u>pairings</u> with no deadheads in the <u>pairing</u> .
8. Layover Duration [Minimum/Maximum, Duration, Station] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum layover between duty periods. This limit shall apply to all layovers within the <u>pairing</u> .
9. Landings per duty period [Minimum/Maximum, Number] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum landings per duty period. This limit shall apply to all duty periods within the <u>pairing</u> .
10. Block Hours per duty period [Minimum/Maximum, Value] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum block time per duty period. This limit shall apply to all duty periods within the <u>pairing</u> .
11. Average Credit Hours per duty period [Minimum/Maximum, Value] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum credit time per duty period. This limit shall apply to all duty periods within the <u>pairing</u> .
12. Prefer Calendar Days Off [Days of week] Flight Attendant may bid off days on specific days of the week (e.g., prefer to work every Monday-Thursday)



13. Credit Ratio [Prefer, Credit Ratio Value] Flight Attendant may bid for <u>pairings</u> that do not exceed the Credit Ratio Value ( <u>pairing</u> time away from base / <u>pairing</u> credit).
14. <u>Pairing</u> [Pairing number, Date] Flight Attendant may bid for a specific <u>pairing</u> number and optionally depart on a specific date.
15. Range of days off [First date, Second date] Flight Attendant may bid for a range of days off.
16. Block of days off [Date from, Date to] Flight Attendant may bid for a period of days off and would be awarded all days off or none.
17. Co-Domicile Preference [Prefer, Co-Domicile] Flight Attendant may bid for <u>pairings</u> that originate from a specific co-domicile.
18. Min / Max Connection Time [Minimum/Maximum, Duration] Flight Attendants able to bid for <u>pairings</u> that have minimum or maximum connection (sit) times. This limit shall apply to all duty periods within the <u>pairing</u> .
<b>Global Options</b>
19. Maximum number of work periods Flight Attendant may elect to specify a maximum number of work periods in the bid month (subject to their minimum and maximum permissible credit hours).
20. Allow Back to Backs Flight Attendants may elect to allow legal back-to-backs to be included in their line-of-time.
21. Allow Training and a <u>Pairing</u> as a Back to Back Flight Attendants may elect to attend training and operating a <u>pairing</u> as a legal back-to-backs to be included in their line-of-time.
22. Allow Multiple <u>Pairings</u> Flight Attendants may elect to allow two (2) <u>pairings</u> in the same calendar day separated by legal domicile rest.
23. Waive Domicile Rest to FAR Minimum + :45
24. Min Days Off between Work Periods Flight Attendant may set the number of days off between work periods. The system default is two (2) days.



25. <u>Pairing Mix in a Work Period</u> Flight Attendant may create work periods that contain <u>pairings</u> of specific lengths. The system will use the <u>pairing</u> lengths only in the order that the Flight Attendant specifies.
26. <u>Commutable Work Period</u> Flight Attendant may bid that their work period begins after a specific time and ends prior to a specific time.
27. <u>Cadence Preference</u> Flight Attendant may elect that their work period begins on the same day of the week throughout the bid month.
28. <u>Buddy Bid</u> Flight Attendant may bid with other Flight Attendants up to the number of Flight Attendants on the equipment, utilizing the seniority of the least senior Flight Attendant. <u>Flight Attendants may also buddy bid with pilots should that group implement a PBS.</u>
29. <u>Avoid/ Prefer Bid</u> Flight Attendant may avoid or <u>prefer</u> more senior Flight Attendants who have been awarded a <u>pairing</u> . Flight Attendants may also <u>prefer or avoid pairings with pilots should that group implement a PBS.</u>
30. <u>Reasons Report</u> System shall generate a report for each Flight Attendant which explains why a preferred <u>pairing</u> or day off was not awarded.
31. <u>Standing Bids</u> System shall maintain persistent or “standing” bids which shall act as default bids should the Flight Attendant fail to enter a monthly bid. If a Flight Attendant fails to input her/his bid and does not have a standing bid inputted, her/his bid will be inputted using a default bid created by the Joint PBS Committee.
32. <u>Vacation Expansion</u> A Flight Attendant who is scheduled for a block of consecutive vacation days may elect to place up to a total of four (4) days off (at sole discretion of the Flight Attendant) before, after, or split on either side of such vacation period. The days off will act as a pre-planned absence and will carry neither a value for pay nor credit. Such days off <u>may</u> be counted toward the Reserve's scheduled Golden Days. Such block of four (4) days, or portion thereof, may be extended into the bid period.



33. Paper Bid/Pay Purpose Only Bid Once the final awards are published, Crew Scheduling will run PBS for a Pay Purpose Only (PPO) award. Crew Scheduling shall run PBS with the same bids and settings as the regular bid with the addition of the bids (standing or actual) of any Flight Attendant who is off the entire bid period to determine what she/he could have held for pay purposes only. Such PPO awards shall only be used for this pay determination and shall not change in any way <u>pairing</u> awards as published in the final line awards.
34. <b>Minimum/Maximum Credit</b> Option. A Flight Attendant desiring minimum or maximum credit may elect <u>Minimum credit or Maximum credit, in accordance with Section 8.B.2.</u> The minimum <b>pay</b> credit awarded will never be lower than 75 hours in conformity with line guarantee. The maximum <b>pay</b> credit awarded will never be higher than 110 hours.
35. Other Bid Options as agreed by the Joint PBS Committee.
36. RBL Line Option
37. Days on and off
38. Length of block of available days
39. Month end carry-over
40. Standby Line Preferences

- d. Other preferences may be mutually agreed upon and requests for said preferences will not be unreasonably denied.
- e. A Flight Attendant will use the PBS to bid. If PBS is inoperative, the Company will provide an alternative method for bidding.
- f. Flight Attendants who fail to bid and/or have no default bid:
  - i. A Flight Attendant failing to make a bid or failing to meet the deadline will be assigned a line of pairings or reserve line, in accordance with seniority, as per her/his default bid. A default bid may be submitted at any time by a Flight Attendant, and will remain in effect until it is changed by the Flight Attendant.
  - ii. If no default bid exists, the Flight Attendant's bid will be inputted using a default bid created by the Joint PBS Committee.
- g. The PBS will generate, track, and provide each Flight Attendant a bid confirmation for each bid supplied by the Flight Attendant.



- h. Following the awarding of bid lines, no more than ten percent (10%) of the remaining known and proposed flying may be designated as open flying in each domicile pursuant to Section 8.G.1 (Example: If the DFW domicile has 1,000 block hours, there will be a maximum of 100 hours of open flying remaining in the domicile after the awarding of the bid lines).
- i. All monthly lines shall be awarded in accordance with seniority and bid preferences. In cases where a Flight Attendant is denied a bid preference in order to ensure adequate daily work coverage, such assignment shall be in accordance with the bid preferences of the Flight Attendant and forced in inverse order of seniority.
- j. An individual report will be made available to each Flight Attendant each month, which reconciles the Flight Attendant's bid to her/his awarded schedule on a preference-by-preference basis (Reasons Report).

**D. Pairing Line Schedule Construction**

- 1. Pairing lines will be constructed with a minimum of two (2) periods of at least two (2) consecutive days off.
- 2. A Flight Attendant holding a regular line of time will not be scheduled for reserve.
- 3. Lines will be constructed with at least ten (10) hours rest between pairings in domicile.
- 4. ~~Lines of time for a month~~ Pairings will reflect any known reduced/changed holiday scheduling for that month. Should holiday schedules be modified after the final bid award, the affected Flight Attendants will be notified as soon as possible.
- 5. If an overnight is scheduled for less than nine (9) hours, the following day shall not be scheduled for more than twelve (12) hours on duty.
- 6. A pairing will normally not consist of more than four (4) days. However, in unusual circumstances such as, but not limited to, charters, retirement of equipment type or shifting of equipment type to a different domicile, pairings may be scheduled to a maximum of five (5) days.
- 7. The Company shall offer reduced guarantee lines when feasible. Eligibility for these lines will be awarded in the pre-bid. The pay guarantee for reduced guarantee lines will be fifty percent (50%) of the regular monthly guarantee as defined in Section 4 (Compensation).
  - a. Reduced guarantee lines shall contain pairings up to a maximum of forty-five hours and thirty minutes (45:30).
  - b. No Flight Attendant will be involuntarily assigned to a reduced guarantee bid line.



- c. Flight Attendants holding reduced guarantee lines may bid for and be awarded open time in the same manner as any other Flight Attendant covered by this Agreement, including on their regularly scheduled day(s) off.
- d. Benefits and health insurance premiums will be provided in accordance with Section 20 Benefits, Retirement and Eligibility. Accruals of seniority, vacation and sick leave will be as provided in those sections. Pass privileges will be the same as those extended to regular line holders.

**E. Reserve Line Construction [SL - N]**

1. Reserve lines shall be allocated as part of the monthly PBS process. A Flight Attendant who may be awarded a line of flying may conditionally bid for a reserve line.
2. Reserves will have a minimum of eleven (11) scheduled days free of duty ("days off") at her/his domicile each bid month. Three (3) of such days shall be Golden Days. Patterns must conform to the following unless the Flight Attendant selects the waivers provided in PBS:
  - a. Reserve Flight Attendants will receive at least two (2) periods of two (2) days free from duty.
  - b. Reserves will receive another period of four (4) consecutive days off.
  - c. In addition, Reserve Flight Attendants will receive one (1) set of three (3) Golden Days off. Golden Days will always begin a block of days off and may not be preceded by a non-Golden Day off.
  - d. The minimum provisions in 2.a., b., and c. above may be waived by the Flight Attendant in her/his PBS bid.
  - e. Day off periods may not be separated by less than three (3) days of availability or by more than six (6) days of availability. Groups of days of availability which transition from month to month shall be subject to this limitation.
  - f. A Reserve with vacation day(s) in a bid period shall receive all her/his days off outside of the vacation period, if applicable, in addition to her/his vacation days. This will guarantee the Reserve her/his full number of minimum days off in addition to her/his vacation day(s). However, if the days off as provided for in Global Option #32 plus the scheduled vacation days does not allow for the required days off to be placed outside of the scheduled vacation period, such days will not be restored or moved to the subsequent month.



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- g. The chart (A), found at paragraph 8.B.1., shall be used to determine the number of days free from duty for a Reserve who is bidding for or returning to schedule as a Reserve with less than a full bid period. This chart shall be used to determine the number of days free from duty during the Reserve's days of availability in a partial bid period.
  - h. The Company will make available at least one (1) reserve line in each domicile with all weekend days off in the month.
  - i. “All Weekends off Reserve Lines” will be added to the published PBS pairing packet; such lines will be bid upon during the pre-bid period of the bidding time line and will be multi-awarded in accordance with Side Letter G.1.**
3. Reserve Block Lines (RBLs)
- a. A Flight Attendant's eligibility to hold Reserve Block lines (RBLs) will be determined in the pre-bid.
  - b. Reserve Block Lines (RBLs) will be constructed with a minimum of thirteen (13) days off. All of the days of reserve availability shall be allocated on the line as outlined in the table below. In bid months containing thirty-one (31) days, one (1) additional day off will be attached to a block of contiguous days off.



- c. The RBLs will be available for bid at each domicile and must be published in the pairing packet according to the examples (A, B and C) below:

Examples of the three types of Reserve Block Lines possible:

RBL A						
S	M	T	W	TH	F	S
R	R	R	R	R	R	X
R	R	R	R	R	R	X
R	R	R	R	R	X	X
X	X	X	X	X	X	X
X	X					
RBL B						
S	M	T	W	TH	F	S
X	X	X	X	X	X	X
X	X	X	X	R	R	R
R	R	R	X	R	R	R
R	R	R	X	R	R	R
R	R					
RBL C						
S	M	T	W	TH	F	S
R	R	R	R	R	X	R
R	R	R	X	X	X	X
X	X	X	X	X	X	X
R	R	R	R	X	R	R
R	R					

- d. Award of RBLs

The number of RBL lines posted and multi-awarded shall be determined by the below provisions:

- i. Each domicile shall have a minimum of three (3) RBLs (one each of A, B and C) awarded, if bid.
- ii. A minimum of ten percent (10%), rounded up, of **projected** reserve lines will be RBLs (if bid) in each domicile.
- iii. The number of RBL lines awarded may not exceed twenty percent (20%) of a base's total **projected** reserve lines.



- iv. If insufficient Flight Attendants bid the RBLs, the un-awarded lines shall be dropped and may not be involuntarily assigned to a Flight Attendant.
- v. The percentage limitations in d.ii. and iii. above may be amended by mutual agreement.
- vi. The minimum monthly guarantee of seventy-five (75) hours in accordance with section 4.B. shall apply to RBL lines.

## F. Schedule Changes

### 1. Prior to the Final Bid Award

Changes made to the published bid schedule package resulting in the final bid award may consist of those necessary for the constructing of relief lines, correcting of errors, and schedule conflict resolution during the transition period.

### 2. After the Final Bid Award

In the event a Flight Attendant holding a line of time loses all or portion of a pairing:

- a. She/he may be given a new pairing(s) or portion thereof for the same day(s) originally scheduled, provided the check-in time for the new pairing(s) is no earlier than the check-in for the originally scheduled pairing, and the check-out time is no more than two (2) hours later than the check-out time of the Flight Attendant's originally scheduled pairing. (Please refer to examples in Side Letter K.)
- b. However, such Flight Attendant may be offered and elect to accept an assignment which is earlier than the check-in time for the originally scheduled pairing. Refusal of such offer will not result in the reduction of her/his guarantee.
- c. In the event the Company is unable to notify the Flight Attendant of a schedule change prior to her/his check-in, such Flight Attendant may be assigned new flying in accordance with F.2.g. below.
- d. On pairings with multiple duty days, only the duty day of the schedule change may be increased by such two (2) hours specified in a. above.
- e. In no case, however, will such increase schedule the Flight Attendant beyond the maximum scheduled duty day as specified in Section 7- Hours of Service.
- f. Crew Scheduling will return the Flight Attendant to her/his originally scheduled pairing as soon as possible.
- g. A Flight Attendant will be required to remain available at the airport for no more than two (2) hours for additional flight assignment.



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3.
    - a. In the event the Flight Attendant is assigned new flying, she/he will be credited with the greater of the flight time of her/his original pairing, or the actual pairing(s) flown.
    - b. If the Company substitutes aircraft on any leg of a pairing, the affected Flight Attendant(s) will be paid the greater of:
      - i. The originally scheduled flight time
      - ii. The scheduled flight time of the new/substitute aircraft
      - iii. The flight time actually flown
    - c. Such calculations shall be made on a leg-by-leg basis.
  4. Schedule changes may involve flight legs at the beginning of, end of or mid-pairing. A Flight Attendant given alternate flight legs within her/his pairing, will be responsible for completing the remaining flight legs of her/his originally scheduled pairing, as assigned by Crew Scheduling.
  5. Assignment to New Flying When a Two Flight Attendant Crew Loses All or a Portion of a Pairing In Instances Other than a Downgrade:
    - a. When a Flight Attendant working as part of a two Flight Attendant crew loses all or a portion of a pairing due to something other than a downgrade and a new flying assignment is available for only one of the Flight Attendants in the crew, the most senior legal and available Flight Attendant will get to choose whether or not to work the new flying assignment.
    - b. When flying is lost due to something other than a downgrade and new flying assignments are available for both of the Flight Attendants on the affected crew, choice of the available assignments will be provided in seniority order.
    - c. If it is anticipated that all or a portion of a pairing will be lost multiple times throughout the month and new flying assignments for less than the entire Flight Attendant crew are available, the new flying assignment(s) will be offered to the Flight Attendant(s) as early as possible. When offered, the most senior legal and available Flight Attendant must indicate which assignment(s) she/he will work.
  6. Assignment to New Flying When Notified of Loss of Flying More than Twenty-Four (24) Hours Prior to the Loss
    - a. In the event a Flight Attendant is notified more than twenty-four (24) hours prior to the departure time of the first flight of a pairing in which either the first turn or the entire pairing has been cancelled, she/he is obligated to check her/his flight schedule twenty-four (24) hours before the departure time of the original pairing and fly any new flying to which she/he is assigned.
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- b. The new flying to which a Flight Attendant may be assigned may not be scheduled to depart earlier than the departure time of the original pairing nor arrive more than two (2) hours later than the scheduled arrival time of the last flight of the pairing in which the lost flying occurs.
  - c. The Flight Attendant who has not been given an assignment to new flying in place of a lost first round pairing or entire pairing by twenty-four (24) hours before the departure time of her/his original pairing will be relieved of any obligation to make up the time lost and will be pay protected in conformity with this Agreement.
  - d. Assignments pursuant to this provision are permitted prior to the Company assigning a Reserve Flight Attendant.
  - e. Notification of flight cancellations other than the first turn or entire pairing will be handled in conformity with 8.F.2.
7. A Flight Attendant whose schedule is disrupted at an outstation must contact Crew Scheduling for instruction on her/his continued assignment or release.
8. To reclaim flying lost due to an anticipated misconnect, reference SL.E.
- 9. Flying when No Flying Lost: [SL - KK]**

- a. The Company may not remove or alter a Flight Attendant's awarded pairing, or pairing picked up from another Flight Attendant or Open Time, if nothing happens to any portion of that pairing (i.e. cancellation, delay or misconnect). However, if flying remains to be covered, the Company may remove or alter that pairing to prevent a delay or cancellation if no other means are available to cover the impacted flying and the Company has exhausted the list of available Flight Attendants as outlined in the "Order of Assignment of Flying that Becomes Available" provision (8.M.) of the Agreement. The Company must be able to demonstrate a bona fide delay existed to alter a Flight Attendant's awarded pairing in which she/he has lost no flying.**
- b. It is understood that in the event a Flight Attendant is assigned flying under this provision, a Flight Attendant will be paid the greater of the value of her/his original pairing or the actual pairing flown in accordance with 8.F.3.a.**
- c. It is understood that in some instances there may be more than one Flight Attendant positioned to receive an assignment to altered flying. The Company will permit the senior of such Flight Attendants to accept or pass the altered assignment when there is at least thirty (30) or more minutes available prior to the scheduled departure time of the flying requiring coverage.**



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- d. If the Company does change a Flight Attendant's pairing per paragraph 9.a. above, all Flight Attendants affected receive a payment of one hundred dollars (\$100) per occurrence paid in the next month's "end-of-month" paycheck in addition to any compensation in 9.b. above. Such payment will be made in addition to any minimum monthly pay guarantees and all other premium pay as provided for in this Agreement.**

    - i. The parties acknowledge that the one hundred dollars (\$100) override set forth above may require programming to the Company's compensation software which will cause significant delays. Unless and until such process is automated, the Company will compensate affected Flight Attendants via a manual process which may include Flight Attendants sending a notification to Pay Comp, (RF message).**
  - e. This provision will also apply to reserves who have been awarded a pairing on a day(s) off.**

**G. Open Time**

1. The Company may designate no more than ten percent (10%) of known and proposed flying as open flying in each domicile at the beginning of each month.
2. Open time will also include charters and all other time (including, but not limited to, promotional, hurricane relief, non-revenue passenger flights, etc., unless otherwise provided for in this Agreement) which becomes available during the bid period after the pairing packets have been published. Any charter flights and all other flying known prior to the completion of a given month's pairing packet construction will be included in the pairing packet.
3. Open Time Requests

All requests of open time will be awarded consistent with the "turn time" parameters established for each domicile and bid period, as stated in the pairing packet, applicable to the particular domicile in which the pairing originates. Such turn times will be no greater, but may be less, than the bidline construction parameters used for the same domicile for the same bid period.
4. Flight Attendants wishing to pick up partial pairings from open time will be limited to picking up flight pairings that commence and end at the same domicile. Any partial pairing must include either the beginning or the end of the original pairing. If, following such a split, the pairing remaining in Open Time still contains a pass-through domicile, that pairing may be split again but must include either the beginning or the end of the pairing.



5. The chart below outlines the display / listing of available pairings.

<b>Entries For Viewing Available <u>Pairings</u></b>	
N4D/Base//Date (e.g., N4D/DFW//10JAN)	Displays all <u>pairings</u> that are open (“above the line”) or posted for drop (“below the line”), making them available for pick up.
N4DL/Base//Date (e.g., N4DL/DFW//18JAN)	Will display only those open and posted <u>pairings</u> that a Flight Attendant is qualified and legal to pick up. If a “D” follows the <u>pairing</u> , a Duty-Free period (DFP) conflict exists, requiring the elimination of a DFP.
N4T/ <u>Pairing</u> /Date (e.g., N4T/22132/24JAN)	Will display a list of “redder” open <u>pairings</u> with which a Flight Attendant is qualified and legal to trade his/her red <u>pairing</u> . If a “D” follows the <u>pairing</u> number, a Duty-Free Period (DFP) conflict exists, requiring the elimination of a DFP.
N4TL/ <u>Pairing</u> /Date (e.g., N4TL/22123/24SEP)	Displays only those “redder” open <u>pairings</u> for which a Flight Attendant is qualified and legal to trade his/her red <u>pairing</u> . If a “D” follows the <u>pairing</u> number, a Duty-Free Period (DFP) conflicts exists, requiring the elimination of a DFP.
Chart above new to section, brought in from TTOT user guide.	



6. Red for Red Trading Rules

<b>Red for Red Trading Rules Chart</b>			
<u>Drop Status</u>	<u>Pick Up Status</u>	<u>Allowed</u>	<u>Pairing Date Pick Up vs Pairing Date Drop</u>
Green	Green	Yes	n/a
Green	Red	Yes	n/a
Red	Green	Yes (exception)	n/a
Red	Red	Yes (if different duration, the picked-up <u>pairing</u> must be redder)	n/a
Red	Red	Yes (if different duration, the picked-up <u>pairing</u> must be redder)	Same Date Start
Red	Red	Yes (if different duration, the picked-up <u>pairing</u> must be redder)	Overlapping Dates
Red	Redder	Yes (Restrictions)	Different Dates
Chart above new to section, brought in from TTOT user guide.			

a. Red for Red Trading Rules

i. Same Date Trades

If same start date and same end date, then no restrictions. If same start date but different end date, then allow trade if pick up pairing is redder than dropped pairing.

ii. Overlapping Trades

If overlapping (where both pairings operate on at least one common date), then allow trade if pick up pairing is redder than dropped pairing.

iii. Different Date Trades

For different dates (pairings operate on mutually exclusive dates), allow trade if pick up pairing is redder than dropped pairing.

iv. Posting a pairing is always allowed.

Doing so allows the pairing to be picked up by another Flight Attendant without regard to “RED” restrictions.



7. All open time will be posted for viewing by Flight Attendants. The Company may designate and withhold specific open pairing(s) for Reserve Flight Attendants. The Company will not deny any request for a pairing drop or PVD for any day(s) on which it has withheld an Open Time pairing(s) as determined at the time the drop request is processed. Flight Attendants may bid and will be awarded open time in accordance with paragraphs G and H of this Section. A Flight Attendant who is awarded such open time will be responsible to fly the pairing(s).
  - a. When Open Time has been blocked, the date on which a pairing begins, will determine whether such pairing is available for pick up. Requests to pick up Open Time pairings will be approved when the day the pairing commences is not blocked or becomes unblocked at the time of processing.
8. Flight Attendants on management-level status may pick up an existing OT pairing after 1200 noon CT the day prior to the departure date of that pairing. Such pairing must have been in OT for at least thirty-six (36) hours prior to the management-level Flight Attendant picking up the pairing.

#### **H. Open Time Pick Up**

1. The open time remaining when bids are final and any new open time will be posted as it becomes available.
2. Requests for Automated transactions will be submitted in DECS via Sabre or its replacement. Bids for manually processed Daily Open Time may be submitted via e-mail, the computer system (RF) or, on the day of the operations, by telephone if followed up in writing. Bids will close each day at 1200 noon CT for all known daily open time for the following day and for each subsequent day throughout the remainder of the month. Manual transactions will be processed as received and awarded on a first-come, first-served basis.
3. Automated bids will be processed and awarded as they are received on a 24-hour basis. Manual submissions will be processed as they are received during normal Swaps and Drops hours. Any requests that can be processed through the automated system should not be submitted manually.
4. Between the time a request for manual processing of a pairing is received and the time it is processed, another Flight Attendant may submit an automated request for the same pairing. This would result in the pairing being properly awarded to the automated request.
5. Following the final bid award, the Company may utilize open time for the purposes of conducting Initial Operating Experience (IOE).



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**I. Pairing Trades/Optional Exchanges Between Flight Attendants**

1. A Flight Attendant, other than a Reserve, may trade a pairing with another Flight Attendant, or pick up a pairing from another Flight Attendant on her/his day off so long as it does not create a scheduling conflict.
2. All full pairing trades will be arranged by the Flight Attendant and submitted through the automated Pairing Trade/Optional Exchange system for electronic processing, or, on the day of operation, by telephone if followed up in writing.
3. Pairing trade/optional exchange requests for partial pairing may be submitted via e-mail or computer system (RF) but must be submitted by both the affected Flight Attendants. On the day of operation, such request may be made by telephone and then followed up in writing. Partial pairings may be traded; however, such flight segments must originate and terminate in the Flight Attendant's domicile. A Flight Attendant will be granted unlimited partial pairing trades/optional exchanges. Manual submissions will be processed as they are received during normal Swaps and Drops hours. Any requests that can be processed through the automated system should not be submitted manually.
4. A Flight Attendant who pairing trades may have her/his monthly guarantee adjusted if the trade causes her/him to be below the minimum monthly guarantee for the month. When both parties to a trade are holding bidlines originally projected under the guarantee, the guarantee will not be adjusted downward.
5. Pairing trades do not have to be of equal credited value.
6. A Reserve may trade reserve days or days off with other Reserves.
7. A Reserve may pick up a pairing from another Flight Attendant or from Open Time on her/his day(s) off, so long as it does not create a scheduling conflict with her/his scheduled reserve duty. The pairing must be scheduled to depart late enough for the Flight Attendant to receive required rest after her/his last day of reserve availability and be scheduled to terminate in time to allow required rest prior to the Flight Attendant's next reserve availability period.
8. A Reserve Flight Attendant may request that a day off be moved to another day within the same bid period and such request will be granted if the Company determines that staffing permits the movement of the day off.
9. It is the responsibility of the Flight Attendant holding the pairing to determine that the exchange has been awarded.



10. It is understood that a Flight Attendant may trade a pairing or engage in an optional exchange with a Flight Attendant from another base and she/he shall be responsible for transportation to and from the pairing.
11. Jet-Bridge Transactions: Last Minute Swaps Requested by Both Flight Attendants
  - a. Requests to swap all or a portion of a pairing with another Flight Attendant will be considered by Crew Scheduling. These requests will be approved unless the Crew Scheduler does not have the time necessary to process the request prior to departure or the requested swap conflicts with contractual or FAR limitations.
  - b. The Flight Attendant dropping all or part of a pairing will be released from her/his duty period upon arrival of the replacement Flight Attendant at the aircraft.
  - c. All swaps will be handled on a first-come, first-served basis.
  - d. A Flight Attendant's guarantee will be adjusted in accordance with Section 4 Compensation.

**J. Pairing Trades with Open Time**

1. Pairing trades with open time for full pairings meeting the following criteria will be handled through automation with the exception of Flight Attendants holding reserve status who must submit their requests manually. Pairing trades, whether automated or processed manually, will be approved provided:
  - a. The new pairing originates and terminates in the same domicile as the original pairing(s); and
  - b. The request for the trade has been submitted no later than 1200 noon CT the day prior to the start of the original pairing(s) or the new pairing(s) whichever is earlier.
2. Manual Pairing trades with open time will be awarded on a first-come, first-served basis on the actual time of the request and will be executed as soon as possible after the receipt of the request.
  - a. Pairing Trades with Open time that involve trading more than a single pairing for a different single pairing or a single pairing for more than a single pairing must be processed manually. It will be approved based on a staffing provided that all pairing(s) to be traded are full pairing(s). For Multiple trades, pairings do not have to be of equal duration.
  - b. Such trades must be submitted via the “RF 200 TTOT” mask in the DECS or successor system.
  - c. Any trades currently processed manually will be automated once a new automation system capable of completing this transaction is in place.



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- d. When a manual trade is denied, Crew Scheduling will explain the reason for the denial and provide the Flight Attendant with a written documentation supporting the denial.
  3. A Flight Service Supervisor will submit a request through the automated system on behalf of a Flight Attendant for whom the automated system is not available because of extenuating circumstances.
  4. If a Flight Attendant holding a bidline projected under the guarantee pairing trades with open time for a pairing of greater value, the additional amount of scheduled time picked up will be paid above the minimum monthly guarantee and treated as Open Time for pay purposes in accordance with Section 4.F.
  5. Next-day transactions will close each day at 1200 noon CT.

**K. Pairing Drops**

1. Automated dropping of pairings will be processed on a continual basis and evaluated for approval or denial based on the staffing available at the moment the request is received. Manual requests for pairing drops as well as all manual requests for drop(s) or portion(s) of a pairing(s) will be evaluated for approval or denial based on the staffing available when processed. Requests submitted for manual processing will be performed on a first-come, first-served basis.
  - a. A request submitted by a Flight Attendant to drop a pairing(s) will be considered on a first-come, first-served basis. A Lineholder may request to drop a pairing(s) from her/his bidline to open time by submitting a request via automation or on the day of operation, by telephone if followed up in writing.
  - b. A request submitted by a Flight Attendant to drop a portion(s) of a pairing(s) will be considered on a first-come, first-served basis. A Lineholder may request to drop a portion of a pairing(s) from her/his bidline to open time by submitting a request form to Crew Scheduling via the computer system (RF), e-mail, or on the day of operation, by telephone if followed up in writing.
2. A Flight Attendant holding a reserve line may submit a request to drop a reserve duty day(s) to Crew Scheduling via the computer system (RF) or e-mail. Such request will be processed no more than forty-eight (48) hours prior to the start of the reserve duty day for which the drop is requested.
3. Partial pairings from either the beginning or the end of the pairing, may be dropped, however such flight segments must originate and terminate in the Flight Attendant's domicile.
4. Once a drop is approved, the pairing is no longer the responsibility of the Flight Attendant to whom it was originally assigned.



5. Any pairing(s) dropped will reduce the final bid award guarantee by the same number of hours as contained in the pairing(s).
6. A Flight Attendant holding a bidline projected under the guarantee need only make up credited hours dropped before being eligible for guarantee. If a Flight Attendant holding a bidline projected under the guarantee voluntarily drops time, and picks up Open Time, for pay purposes the time subsequently picked up will be treated as outlined below:
  - a. If the time is picked up from Open Time, the amount of scheduled time picked up will be treated as “Make Up” time until it equals the amount of time voluntarily dropped. Time in excess of makeup will be paid in accordance with Section 4.F.
  - b. Example:
    - 70:00 (Original Bid Line Projection - pays 75:00)
    - 5:00 (Time Voluntarily Dropped by Flight Attendant)
    - 65:00 (Adjusted Bid Line Projection)
    - 70:00 (Projected Pay per Adjusted Guarantee)
    - +8:00 (Open Time Picked up by Flight Attendant)
- New Projection:
  - 65:00 (Adjusted Bid Line Projection)
  - +8:00 (Pairing Picked Up from Open Time - first five hours credited toward Make Up)
  - 73:00 (New Bid Line Projection)
  - Pays: 78:00 (75:00 Guarantee + 3:00 Open Time)
7. If sufficient Reserves, as determined by Crew Scheduling, are available, the drop shall be approved. If not, pairings that lineholder(s) wish to drop may be made available for pick up through “HIPOST” or placed in “HIBOARD” by the Flight Attendant for information purposes.
8. Next-day transactions will close each day at 1200 noon CT.

**L. Out of Base Transactions**

1. All manual transactions for out of base pick-ups will be processed on a first-come, first-served basis along with in-base manual transactions.
  - a. Any Flight Attendant awarded out of base flying shall be provided with the following four (4) options:
    - i. Positive space travel the day before, hotel/duty time do not apply.
    - ii. Positive space travel to pairing on day of the assignment.
    - iii. Standby Travel the day of the assignment if positive space is not available.
    - iv. Pairing awarded without positive space travel.



- b. Once a Flight Attendant is awarded out-of-domicile flying, she/he shall be considered based in that domicile for the duration of that pairing and all provisions of the contract shall apply.
- c. If the Flight Attendant is given positive space on a flight that is ultimately delayed or cancels and causes the Flight Attendant to report late or misconnect for any portion(s) of the out-of base pairing, she/he shall not be pay protected for any portion of the pairing not worked due to the travel disruption. The Company shall remove the attendance occurrence provided the commuting flight was scheduled to arrive prior to the check-in time of the out-of-base pairing.
- d. It is understood that a Flight Attendant may trade a pairing or engage in an optional exchange with a Flight Attendant from another base and she/he shall be responsible for transportation to and from the pairing.

**M. Order of Assignment of Flying that Becomes Available**

1. Time which becomes open subsequent to 1400 CT for the next day's operation:
  - a. At the beginning of each shift, Crew Scheduling will print a list of available reserves in time balancing order (least accrued time to most accrued time), except the first day of the bid period when Flight Attendants will be placed on the list in seniority order. This list is currently known as the "N6DF" list. It is Crew Scheduling's equivalent to the Flight Attendant HI33 list. The Crew Scheduler filling the open time will follow the order of the list (least accrued time to most accrued time) as nearly as possible to assign the open positions in time balancing order.
2. Time which becomes open on the day of operation:
  - a. At the beginning of each shift, Crew Scheduling will print "N6DF" list of all available reserve Flight Attendants in time balancing order (least accrued to most accrued time) except the first day of the bid period when Flight Attendants will be placed on the list in seniority order.
  - b. The entire group of Flight Attendants who may be available for the assignment is then broken into three (3) groups:
    - i. Lineholder and Reserve Flight Attendants who have "lost" flying in some manner (e.g. downgrade, cancellation, misconnect)
      - a) Late arriving Flight Attendants using the Commuter Policy who have lost one or more round pairings;
      - b) Flight Attendants who have lost time due to a Downgrade;



- c) Flight Attendants who have lost time due to a cancellation or misconnect.
- ii. Volunteer/Make-up List
  - a) This list consists of Flight Attendants who have called Crew Scheduling to inform that they would like to pick up additional time and are available for assignment on that particular day.
- iii. Reserve Flight Attendants
  - a) At home Reserve Flight Attendants for whom there is at least two (2) hours call out time available;
  - b) Reserves already on a pairing whose legalities may permit the assignment of additional time;
  - c) Airport Standby Reserves
- c. Each of these groups is treated as a separate “bucket”. This means that when a Crew Scheduler desires to fill an unassigned position, she/he will begin by evaluating all the Flight Attendants in Bucket #1. If no Flight Attendant is available for assignment, she/he will proceed to Bucket #2. If still no Flight Attendant is available for the assignment, the Scheduler proceeds to Bucket #3.
- d. Assignments made in Bucket #3 will be given in the order listed above to legal and available Reserves in accordance with Section 9.
- e. Based on the needs of the Company's operation, the Crew Scheduler retains discretion to adjust the order of assignments to more neatly fit within the legalities of the group of Flight Attendants legal and available for assignment(s).
- f. If following procedures, and if time still remains open, Crew Scheduling will employ the Junior Manning/Extension Procedures according to paragraph N. of this Section.

## **N. Extensions and Junior Manning**

- 1. Extensions
  - a. Prior to extending a Flight Attendant, the Company will first attempt to fill the uncovered time with Flight Attendants on the volunteer list in N.3. below.
  - b. No lineholding Flight Attendant or Reserve flying OT will be extended if there are any reserves, including standby reserves, who are legal and available to fly the assignment and Crew Scheduling has attempted to contact Flight Attendants on the Volunteer List in N.3. below.



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- c. A lineholding Flight Attendant or Reserve flying OT may be extended at the end of her/his pairing but such extension shall be limited to one turn (i.e. one leg out of and one leg back to domicile). Such extended flying assignment must be scheduled to depart within two (2) hours of the Flight Attendant's last scheduled arrival in domicile.
  - d. Extensions which require an overnight will return the Flight Attendant to domicile as soon as possible but not later than eighteen (18) hours after the scheduled arrival time of her/his original pairing (prior to extension).
  - e. When it is necessary to extend a Flight Attendant, the most junior, legal and available Flight Attendant shall be the Flight Attendant extended.
  - f. A Flight Attendant who is extended will be released into rest upon her/his next arrival at base and will be pay-protected for any pairing(s) missed due to her/his extension. A Flight Attendant may, at her/his option, request additional extensions at the end of an extension.
  - g. However, with the mutual concurrence of Crew Scheduling, a Flight Attendant may elect to waive the required rest referenced in paragraph N.1.f. above and fly the flights from which she/he would have been removed due to the extension rest requirement. Should the parties concur in the waiver, any flight(s) from which the Flight Attendant would have been removed due to the rest requirement, but which she/he will now fly, will be paid at the Extension rate of pay.
    - i. Crew Scheduling will contact the Flight Attendant the night prior in accordance with the rest provisions in Section 7 and give her/him the option to fly or be put into rest upon arrival at domicile. If they are unable to make positive contact, the default will be to put the Flight Attendant into rest as specified in paragraph N.1.f.
    - ii. If no positive contact has been made and if the flights have not been assigned out, the Flight Attendant may still request to fly them. If the flights have been assigned out, then there is no obligation on the part of the Company to give the flying back.
2. Return to Domicile Extensions
- a. A Flight Attendant whose return to domicile flight has cancelled, is worked by another Flight Attendant or is worked by no Flight Attendant (e.g. a maintenance ferry flight) such that she/he cannot be returned to domicile prior to the originally scheduled arrival time of the last flight of the pairing may be "Return to Domicile Extended".
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- b. Such “Return To Domicile Extension” shall be limited to one flight or, if not possible, the most direct routing to domicile from the station at which the Flight Attendant’s “Return To Domicile Extension” commences. Additionally, the Flight Attendant must be returned to domicile no later than eighteen (18) hours after the scheduled arrival time of her/his original pairing, prior to the “Return to Domicile Extension”. However, if this is not possible, the Flight Attendant shall be returned to domicile on the earliest Company or network carrier flight.
  - c. Flight(s) flown pursuant to the “Return to Domicile Extension” will be paid and credited at **two** hundred percent (**200%**) of the Flight Attendant’s applicable hourly rate, as set forth in Section 4 of this Agreement.
  - d. A Flight Attendant will be pay protected for any pairing(s) missed due to her/his “Return to Domicile Extension”.
  - e. A Flight Attendant may, at her/his option, request additional extension at the end of a “Return to Domicile Extension”.
  - f. In the alternative, a Flight Attendant may ask to be released from duty prior to the “Return to Domicile Extension”. Approval for such release will be within the discretion of Crew Scheduling. It is understood that a release from duty within the context of this paragraph cannot be involuntary on the part of the Flight Attendant, but must be by mutual agreement between the Flight Attendant and Crew Scheduling.
  - g. At her/his option, a Flight Attendant may waive her/his right to rest following a “Return To Domicile Extension” and all provisions as provided for in N.1.f. and g. above, shall apply.
3. Junior Manning
    - a. Junior Manning is the assignment of flying to a Flight Attendant on her/his day off. A Flight Attendant may not be junior manned more than thirty-six (36) hours in advance. Additionally, junior man assignment(s) shall be limited to a single day (which may or may not include an overnight) and the Flight Attendant will be released, provided there are more junior, legal and available Flight Attendants, at the first instance where the pairing transits her/his domicile the day following the junior man assignment. When a Flight Attendant is junior manned into a bridge pairing, she/he will be released, provided there are more junior, legal and available Flight Attendants, at the first instance where the pairing transits her/his domicile.



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- b. If, after awarding time that is open in M. above, uncovered flying remains, it will be assigned in the order below. If a Flight Attendant is Junior Manned, notification must be made by positive contact by a Crew Scheduler or by a member of management with the individual Flight Attendant.
    - i. Volunteer Junior Manning List.
    - ii. Most junior, legal and available reserve going into a day off with the least number of credited time balancing hours in domicile per Section 9.C.4.e.
    - iii. Most junior available Flight Attendant in domicile on a day off.
    - iv. Most junior available Flight Attendant from another domicile on a day off.

- 4. The Company will maintain a junior man/extension log for no less than ninety (90) days which will include the following information:
  - a. The name and contact number of the person contacted or which management attempted to contact, noting the status of the individual pursuant to N.1. of this Section.
  - b. The date and time the call was made.
  - c. The result of the call.

This log will be made available to the Association for review, upon request and will be maintained through the grievance and system board procedure, if applicable.

5. Volunteer Extension and Junior Manning List

The Company shall maintain a list of Flight Attendants volunteering to be extended or junior manned. Such list will be accessible to the Association. A Flight Attendant may add her/his name to the volunteer list at any time and may remove her/his name from the volunteer list at any time prior to being contacted for pairing assignment. A Flight Attendant who has not removed her/his name from the Volunteer List prior to being contacted for assignment is obligated to accept such assignment. Junior manning / extension assignments will be made available to Flight Attendants on the volunteer list in seniority order.

6. Premium (**JM / EX**)

Flight Attendants who are junior manned or extended, whether from the volunteer list or involuntarily, will receive pay and credit at **two hundred percent (200%)** of her/his applicable hourly rate for all hours, or a minimum of four (4) hours paid at the Flight Attendant's hourly rate whichever is greater, and paid above the guarantee as set forth in Section 4 of this Agreement. Should the pilots receive an increase in Junior Manning pay, the same increase shall apply to Flight Attendants and shall be paid above guarantee.



- a. Flight Attendants who experience an extended delay such that they are put into rest and work or deadhead on the same flight back to domicile on the next day (which is their day off) shall be considered to have been Junior Manned and will receive pay and credit for all work performed on their original day off in accordance with this Section.
  - b. If a Flight Attendant has to be removed from flying in her/his line due to a conflict with the junior manning assignment or extension to be put into rest, she/he shall be pay protected and credited for all time lost in addition to the junior manning/extension pay. In accordance with 8.N.1.g. above, the Flight Attendant may waive her/his right to rest and fly the flights from which she/he would have been removed due to the extension rest requirement. Any flight from which the Flight Attendant would have been removed due to the rest requirement, but which she/he elects to fly, will be paid in accordance with this Section.
  - c. Additionally, if the junior manning assignment or extension causes the Flight Attendant to lose time from her/his line due to a conflict, she/he shall be pay protected and credited for all time lost in addition to the junior manning/extension pay.
  - d. In no event shall a Flight Attendant receive less pay than if she/he had actually flown the flying lost. For example, in the event that the flying lost in b. and c. above, is OT flying, such flying shall be pay protected and credited in accordance with Section 4.F. Additionally, if the flying lost was a pairing voluntarily picked up from the junior manning list, then such pairing will be pay protected and credited in accordance with this Section.
7. Limits
- a. A Flight Attendant will not be junior manned and/or extended more than three (3) times in any bid period, unless she/he agrees otherwise.
  - b. Furthermore, a Flight Attendant will not be junior manned and/or extended more than twelve (12) times in any calendar year without her/his consent.
  - c. For the purposes of the limits set forth above, a junior manning or extension that extends from one bid month into a new bid month will be counted in the new bid month.



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- d. A Flight Attendant who elects to invoke the monthly and annual limit described above may notify Crew Scheduling at the time of, during, or any time after the 3rd monthly or the 12th annual junior manning/extension. The Flight Attendant will remain subject to junior manning/extension until such time as she/he so notifies Crew Scheduling. If a Flight Attendant does not invoke the limit until being contacted for the 4th monthly/13th annually or greater junior manning/extension, she/he must fly that assignment but will not be subject to any further junior manning/extension.
  - e. Additionally, a Flight Attendant will not be junior manned or extended to sit reserve and will not be junior manned or extended into an assignment which causes a conflict with any other provision of this Agreement.
  - f. If there are any reserves available (on RAP, ending a pairing, not yet started a pairing, on airport reserve, etc.) to the Company in a domicile, the Company shall not junior man/extend any Flight Attendant in that domicile.

8. "Critical Coverage"

The Director of Crew Scheduling/Planning, or her/his designee, may declare days of known staffing shortages as Critical Coverage Days. Such declaration will be made on a domicile by domicile basis, as far in advance as possible and once made such declaration may not be revoked. Any Flight Attendant who picks up Open Time scheduled to operate on such day(s), or who has previously picked up Open Time scheduled to operate on such day(s), will be entitled to the Critical Coverage premium of one hundred fifty percent (150%), paid above the guarantee, in addition to all other premiums set forth in this Agreement. This provision is intended to allow the Company to cover known short-term staffing irregularities.

- a. Flight Attendants will be credited with this premium pay for all leg(s) scheduled to operate on the date(s) declared as critical coverage, whether actually flown or cancelled, when the leg(s) was/were awarded as Open Time (OT).

**O. Displacements and Downgrades**

- 1. When a Flight Attendant is displaced from scheduled flights by the Company, such displaced Flight Attendant will be released from duty and paid and credited as if she/he had flown the pairing.



2. If a flight is downgraded resulting in the assignment of a lower number of Flight Attendants, the more senior Flight Attendant(s), will get to choose whether or not to work the pairing. A Flight Attendant who is released from such an assignment may be assigned to new flying so long as the new assignment is made within two (2) hours after her/his release from the downgraded aircraft and so long as that pairing is scheduled to return to base within two (2) hours of her/his original return time. If assigned to new flying, the Flight Attendant will be paid and credited in accordance with the provisions of Section 4 of this Agreement.
3. If the downgrade occurs at a station other than the Flight Attendant's domicile, the Flight Attendant who opts not to work the downgrade will either be positioned to pick up her/his pairing at the point the original equipment is restored or returned to her/his domicile.
4. If the downgrade occurs on the last turn of the pairing, and the Flight Attendant removed from the pairing is not assigned new flying, the Flight Attendant, upon mutual consent from the Company, may be released from duty. If released, the Flight Attendant will be pay protected for the value of such pairing.
5. The provisions of O.1., 2., 3., and 4. above shall also apply in cases of double coverage of a position/pairing.

**P. Bid Period Transition Assignments**

1. ~~The bid period transition occurs when a Flight Attendant's pairing from the current bid period continues into the new bid period. The bid period transition shall consist of no more than the first four (4) days of the bid period, unless shifted in accordance with Paragraph 2. below. \* not applicable in PBS~~
2. ~~A Flight Attendant will fly her/his last pairing of the prior bid period into the new bid period, unless she/he has elected to have transition resolution by adjusting the current bid award, thus potentially moving her/his transition period into the last three (3) days of the current bid month. Such election may be made on the monthly bid form. Alternatively, the election may be made via the Company computer system within twenty four hours (24:00) after the posting of the preliminary bid awards. \* not applicable in PBS~~
3. ~~Should a Flight Attendant be awarded a line of flying that contains a pairing that continues into the following bid period and not elect to have the transition resolution in the current bid award, the Flight Attendant will complete the last pairing of the bid period and her/his schedule for the following bid period will be adjusted if necessary. \* not applicable in PBS~~



4. ~~A Flight Attendant who flies a portion of a pairing into the new bid period and is thus not available to fly her/his first scheduled pairing of the new bid period may be required to be available for new flying on the same days she/he was removed from her/his first pairing of the new bid period due to the transition conflict. \* not applicable in PBS~~
5. ~~A pairing assigned to a Flight Attendant in accordance with this provision cannot interfere with the next scheduled day off or the next scheduled pairing unless the Flight Attendant agrees to be assigned into her/his days off. A Flight Attendant who is not assigned to a pairing(s) during transition will be off duty on any day(s) such Flight Attendant is not assigned to a pairing(s). \* not applicable in PBS~~

#### **Q. Crew Scheduling Recording**

1. A phone recording shall be used to tape all telephone conversations between Crew Scheduling, all other departments performing crew scheduling activities, and Flight Attendants. The phone recording system shall provide a method of indication of the time, date of calls and numbers called.
  - a. Such recording shall be kept for a minimum of sixty (60) days and shall be made accessible to each Local President/designee upon request. If for any reason, a recorded conversation, or part of it, is missing, erased or is otherwise inaudible, a prompt review of the incident in question will be conducted by the Director of Crew Scheduling upon request from the respective Local Association President/designee. The Company may not use a damaged or incomplete tape as evidence against a Flight Attendant. Furthermore, in the case of a disagreement between a Flight Attendant and the Company, if a requested tape is missing, damaged or otherwise incomplete, the Flight Attendant's position will be judged to be vindicated.
  - b. The Company will make the recording(s) available to the Union within seven (7) days of request.
2. Recordings will be reviewed by the Company only for cause and not randomly reviewed for the purpose of discovering Flight Attendant misconduct.

#### **R. Deadheading**

For the purposes of this Agreement, all time spent deadheading/positioning under the direction of the Company will be considered duty-time and will be compensated in accordance with Section 4 (Compensation) of this Agreement.

1. A Flight Attendant will not be required to utilize a jumpseat for the purpose of deadheading/positioning.



2. Alternate to Scheduled Deadhead/Position:
  - a. When the first scheduled leg(s) of a pairing is a deadhead/position leg(s), a Flight Attendant holding a line of time, at her/his option, may elect not to take the scheduled deadhead/position flight, and instead report for duty at the appropriate base or outstation, so long as she/he advises Crew Scheduling prior to check-in time for the scheduled originating leg(s) in domicile.
  - b. When the last scheduled leg(s) of a pairing is a deadhead/position leg(s), a Flight Attendant holding a line of time or a Reserve on OT, at her/his option, shall be released from duty prior to such scheduled deadhead/position leg, provided that she/he advises Crew Scheduling of such before leaving the airport in the outstation.
  - c. A Flight Attendant who chooses to exercise this alternative to the scheduled deadhead/position will receive one hundred percent (100%) of the pay and credit she/he would otherwise have received if she/he had taken the deadhead/position flight(s), in accordance with Section 4 (Compensation) of this Agreement.
  - d. Flight Attendants shall deadhead in passenger seats.

**S. Association Committees**

1. Pairing/Reserve Construction Committee:
  - a. The Association will establish a Pairing /Reserve Construction Committee consisting of at least one representative from each Domicile that will meet with the Company for the purpose of developing cooperative and efficient flight operations, including input and suggestions with respect to pairings and line construction as applicable to each base's unique operations.
  - b. The Association Pairing/Reserve Construction Committee shall meet or coordinate with the Company each bid period, or more frequently by mutual agreement, to discuss the subsequent month's pairings and line construction.
  - c. The Pairing/Reserve Construction Chairperson and/or the Domicile representatives will be afforded the opportunity to provide input during the pairing construction process. After completion of the "daily solution", the Chairperson and/or Domicile representatives shall be provided no less than twenty-four (24) hours to review and provide recommendations. Recognizing that some pairing(s) which are otherwise legal, may present problems such as delivery of service difficulties, the Committee Chairperson and /or Domicile reps will be given reasonable consideration in the final construction of pairings.



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- d. Once per quarter, the Company will meet with representatives from each domicile and the Pairing/Reserve Construction MEC Committee Chair to discuss planning issues, projections, staffing, or any issues impacting quality of the schedule/operation.
  2. PBS Implementation Committee:  
The Joint PBS Committee (JPBSC) shall be composed of a minimum of two (2) members from the Company and minimum of two (2) members from the Association. The Association members shall have continuing PBS involvement as part of the Pairing Construction Committee. The Company will consult with the JPBSC on all significant matters regarding implementation of PBS as well as any future enhancements or changes before making decisions regarding such matters. [SL- N]

**T. General**

1. The Company will maintain a standard method of notifying Flight Attendants if scheduled departure time is appreciably delayed or if the flight is canceled. Flight Attendants will be notified as far in advance as possible, consistent with circumstances and the provisions of this Agreement.
2. A Flight Attendant who is unable to report for duty will notify Crew Scheduling as far in advance as possible. The Flight Attendant is required to follow up with her/his Flight Service Manager.
3. The Company will agree to meet with the Union quarterly to address Crew Scheduling concerns.
4. The Company will not select new scheduling software without the input of AFA.
5. A Flight Attendant shall not be required to keep the Company informed of her/his whereabouts while on days off or vacation.



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## SECTION 9

### Reserve

A. A Reserve Flight Attendant is one who does not hold a regular flying assignment and whose function is to be available to perform any open flying not flown by Flight Attendants holding a line of time. A Reserve shall either be “At Home Reserve” or “Airport Reserve.”

#### B. Reserve Periods

1. Flight Attendants who are on reserve duty will be notified of a Reserve Availability Period (RAP) for each day of reserve duty, except when assigned a multi-day pairing. Such RAPs will include an on-call period of no more than fifteen (15) hours. A RAP is not considered to be duty time. Standard RAPs will be published in the monthly bid package. RAPs may be adjusted by the Company due to operational necessity.
2. A Flight Attendant may bid for monthly airport reserve on her/his pre-bid option, for example S-1, S-2, S-3, etc. which is an airport-on-duty period of no more than eight (8) hours.
3. A Flight Attendant on reserve duty may request a release from a reserve day. When Crew Scheduling determines there is adequate reserve coverage such release may be granted.
4. A Reserve not assigned for duty will be released after all departures from that domicile on that last day of her/his scheduled reserve pairing. A Flight Attendant may be released earlier with the concurrence of Crew Scheduling.

#### C. Reserve Assignments

1. Processing for the first day of each bid period, Reserve Flight Attendants in each domicile will be placed on one list in seniority order.
2. For the remaining days in each bid period, Reserve Flight Attendants in each domicile will be placed on one list in the inverse order of accumulated credited hours for the month, i.e. least time flown is first on the list. For purposes of placement on the list, the following shall be used:



- a. In addition to other credited time (such as block time), the following time marked by the below removal codes will be credited after it occurs:

BR – Bereavement Pay	SA – Special Assignment
CI – Critical Incident	SF – FMLA use Sick Pay
CD – Career Decision Day	SK – Paid Sick
DR – Restricted Duty	SR – Sick Reserve Paid
F6 – V6 due to FMLA (next year)	TD – Travel Day
ID – Injury on Duty	TR – Training
IS – Injury Sick	V6 – Paid Vacation Day
JD – Jury Duty	VC – Vacation
PM – Paid Move Day	VF – FMLA use Vacation Pay
PU – Paid Union	WP – Paid Witness
PW – Pay withheld	* additional codes as identified

- b. If two (2) or more Flight Attendants have the same amount of credited time, then they will be placed on the list in seniority order and assignments shall be made in seniority order.
3. Between the hours of 1000 and 1400 CT Reserve Flight Attendants will have the opportunity to preference specific pairings, RAPs, uncovered Airport Reserve Periods, and full and partial releases, if any, for the following day. Such preferences must fall within the Reserve's scheduled days of availability but need not cover all days of availability.
4. By 1800 CT, Crew Scheduling will assign all known Airport Reserve Periods, RAPs and open time pairings that are scheduled to depart the next day. Such assignments will be made as follows:
- a. For the first day of the bid period, Crew Scheduling will go down the reserve list in seniority order, assigning pairings based on Flight Attendant preferences. After the awarding of preferences in seniority order, assignments remaining shall be assigned in inverse seniority order. Crew Scheduling will use its best efforts to honor Flight Attendant preferences but not to the extent that so doing would force another Flight Attendant to work on a day off.



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- b. For each of the remaining days in the bid period, Crew Scheduling will process reserve assignments in Least Time Accrued Order assigning pairings first, followed by Airport Reserve and then RAPS based on Flight Attendant preferences. Crew Scheduling will use its best efforts to honor Flight Attendant preferences but not to the extent that so doing would force another Flight Attendant to work on a day off.
  - c. A Reserve Flight Attendant who does not express any preferences, or who cannot be awarded any of her/his preferences, will be assigned flying, Airport Reserve or RAP in accordance with her/his position on the list as provided for in Section 8.M.
  - d. Between the hours of 1800 and 2200 CT, a Reserve may determine her/his flying assignment via either AVRS or DECS (or its equivalent). However, only AVRS will confirm receipt of the flying assignment.
  - e. If it becomes necessary to assign available reserve(s) (in accordance with Section 8.N.3.) to a multi-day pairing, yet there are no reserve Flight Attendants available for more than one day, the Company will fill the assignment in conformity with the time balancing procedure (it shall be given to the Flight Attendant(s) with the least amount of hours) and the pay shall be in accordance with 9.J.
  - f. **In the event C.4. is not completed, the following provisions shall apply as per Sideletter YY of this Agreement:**
    - i. **If the assignments are made between 1801 and 1815, the affected Flight Attendants will be paid thirty minutes (:30) of flight pay at the rate they would earn on the affected day. These monies will be paid above guarantee.**
    - ii. **If the assignments are made at 1816 or later, the Flight Attendants will be paid one (1) hour of flight pay at the rate they would earn on the affected day. These monies will be paid above guarantee.**
- 5. A Reserve will be notified of a duty assignment as far in advance as practical in accordance with the time limits prescribed in paragraph C.4., above.
  - 6. At the conclusion of a single-day assignment in her/his base, a Reserve Flight Attendant will be required to call Crew Scheduling for release prior to leaving the airport. If she/he is not given another flight assignment she/he will be released into either a rest period, at-home reserve for the remaining RAP or at home for the remainder of the 14-hour duty period.



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7. At the conclusion of a multi-day assignment in her/his base, a Reserve Flight Attendant will be required to call Crew Scheduling for release prior to leaving the airport. If she/he is not given another flight assignment she/he will be released into a rest period.
- D.
1. A Reserve Flight Attendant may utilize a cellular telephone for the purpose of contact while on reserve. It is the responsibility of the Flight Attendant to maintain her/his cellular telephone in working order and to ensure that Crew Scheduling is provided with a working number.
  2. Reserve Flight Attendants, excluding Airport Reserves while on Airport Reserve Duty, will have fifteen minutes (:15) to respond to a telephone message and such time will be included in the call out time.
- E. The minimum reserve call-out period will be two (2) hours prior to check-in time.
- F. At hub domiciles, Flight Attendants on reserve may be assigned to Airport Reserve at the airport up to eight (8) hours on each of the scheduled reserve days. The Airport Reserve may be assigned to a pairing(s) or portions of a pairing(s) scheduled to depart no later than forty-five minutes (:45) after the end of said "Airport Reserve Period" provided, however, that clean, comfortable, quiet, and secure facilities are available at the airport for the exclusive use of crewmembers on "Airport Reserve". The forty-five-minute (:45) window of assignment is illustrated in the examples at the end of this Section.
1. Airport Reserve time is duty time. A Flight Attendant assigned to Airport Reserve will receive per diem from report time to release time.
  2. A Flight Attendant serving an airport reserve duty period and who actually flies, shall receive credit for the greater of any time flown or the value of the day as an operational pay credit and for time balancing purposes.
  3. A Flight Attendant serving an airport reserve duty period who does not receive a flight assignment shall receive the value of the day as an operational pay credit and for time balance purposes. The minimum time balancing credit for each day shall be the value of the day.
  4. A Flight Attendant who would be on a scheduled day off the day following a PM Airport Reserve assignment could face the possibility of being unable to return to her/his domicile prior to her/his scheduled day off. Therefore, in order to assign a reserve Flight Attendant to PM Airport Reserve, that Flight Attendant must have been originally scheduled to be on reserve the day following the PM Airport Reserve commitment, unless there are no other reserve Flight Attendants available.
  5. At the completion of the Airport Reserve period, the Flight Attendant shall be released from reserve duty for the remainder of the day.
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6. Assignments among Airport Reserves will be made in least time accrued order, not including time flown during the airport period. However, if two (2) or more Flight Attendants on the same Airport Reserve period have the same amount of credited time, assignment will be made in inverse order of seniority. If there are Flight Attendants on overlapping Airport Reserve periods, a Flight Attendant on the earlier period shall be given the assignment, in accordance with the above, provided that she/he is legal and available for the assignment.
  7. The Association shall have the right to confer with designated Company representatives concerning Airport Reserve matters.
  8. Once an Airport Reserve begins an Airport Reserve assignment, any additional assignments must be made within the parameters of Section 9.F.
- G. Once a Reserve Flight Attendant has been given a pairing assignment she/he will be required to remain available for immediate flight assignment during her/his RAP.
- H. A Reserve Flight Attendant who voluntarily picks up Open Time on a day off will be paid and credited above the minimum monthly guarantee in accordance with Section 4 of this Agreement. Such pick-ups from Open Time will be approved unless the scheduling of such pairing will affect the Flight Attendant 's availability on her/his regularly scheduled reserve days (i.e. insufficient rest or seven-day conflict). Any Reserve Flight Attendant awarded an OT pairing shall be considered as a line holder and all provisions and protections of this Agreement shall apply.
- I. If, on a reserve day that is followed by a day(s) off, the last scheduled leg(s) of a reserve flight assignment is a deadhead/position leg(s), a Reserve Flight Attendant may request to be released from duty prior to such scheduled deadhead/position leg. Such request will be granted or denied at Crew Scheduling's discretion. Such consent shall not be unreasonably withheld.
- J. If a Reserve Flight Attendant receives a duty assignment that extends into a scheduled day off, she/he will be considered, for pay purposes, to have been junior assigned on the scheduled day off.
- K. A Reserve Flight Attendant may request to “slide” the beginning or end of her/his block of reserve days and such requests will be granted to the extent that it does not compromise reserve coverage.

**Examples for F.: Airport Reserve Assignment in the forty-five-minute (:45) window at the end of an Airport Reserve shift**

1. The commencement of a work assignment does not negate the scheduling parameters of the Airport Reserve Period or the requirement to remain available as an Airport Reserve until the completion of the Airport Reserve Period. For example:



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- a. A Flight Attendant is scheduled for an Airport Reserve Period from 1200 until 2000. The first leg of any work assignment or assignments must be scheduled to depart no later than 2045.
  - b. At 1230, an Airport Flight Attendant receives a work assignment scheduled to depart at 1300. The pairing involves a one hour leg out from the domicile, one hour on the ground and a one hour leg back to domicile. The Flight Attendant returns at 1600. This Flight Attendant may be assigned to additional flying. In the event the Flight Attendant receives an additional assignment, the assignment or assignments must conform with the Airport Reserve Period scheduling parameters. For purposes of this example, the first leg of any subsequent assignment or assignments made during the Airport Reserve Period must be scheduled to depart no later than 2045.
2. This clarification prohibits a situation in which a Flight Attendant completes an assignment within the Airport Reserve Period, returns to Airport reserve and subsequently has new flying added to the original pairing, yet is scheduled to depart following completion of the forty-five-minute (:45) period. This would not constitute a “legal” assignment. As an additional example:
- a. A Flight Attendant is scheduled for an Airport Reserve Period from 1200 until 2000. The first leg of any work assignment or assignments must be scheduled to depart no later than 2045.
  - b. At 1230, an Airport Flight Attendant receives a work assignment scheduled to depart at 1300. The pairing involves a one hour leg out from the domicile, one hour on the ground and one hour leg back to domicile. The Flight Attendant returns at 1600.
  - c. An Airport Reserve Flight Attendant may not subsequently have additional new flying added to the original pairing (which commenced with the 1300 departure) unless that additional new flying is scheduled to depart no later than forty-five minutes (:45) following the completion of the Airport Reserve Period. For purposes of this example, that would be 2045.
3. Additional new flying may not be added to an original pairing if the additional new flying is scheduled to depart after forty-five minutes (:45) following the conclusion of an Airport Reserve Period. For example:
- a. A Flight Attendant is scheduled for an Airport Reserve Period from 1200 until 2000. The first leg of any work assignment or assignments must be scheduled to depart no later than 2045.
  - b. At 1230, an Airport Reserve Flight Attendant receives a work assignment scheduled to depart at 1300. The pairing involves a one hour leg out from the domicile, one hour on the ground and one hour leg back to domicile. The Flight Attendant returns at 1600.



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- c. Additional new flying that was not part of the original pairing assigned may not now be assigned to the Flight Attendant if the first leg of the additional new flying is scheduled to depart later than forty-five minutes (:45) following the conclusion of the Airport Reserve Period. If the additional new flying assignment is scheduled to depart at 2046 or later, it does not become a legal assignment merely by adding it to the pairing number of the original pairing assigned during the Airport Reserve Period. The additional new flying scheduled to depart following the forty-five-minute (:45) period can only be legally assigned if assigned as part of the original pairing at the time the original pairing was assigned.



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## SECTION 10 Vacation

### A. Vacation Accrual

1. A Flight Attendant shall receive vacation in accordance with the table below and the accrual provisions outlined in Section 20.C. Benefits Qualification.

Completed Years of Service (as of Dec. 31 of any calendar year)	Calendar Weeks
1 Year	2 Weeks
5 Years	3 Weeks
15 Years	4 Weeks
20 Years	5 Weeks

2. Individual Flight Attendant accruals will be posted on the Company website prior to the vacation bid.

### B. Annual Vacation Bid

1. The Company shall allocate sufficient vacation periods at each domicile to cover the amount of vacation to be bid at that location. All weeks of the vacation calendar year will be made available for vacation bid.
2. New hire Flight Attendants who are on active status for less than a full year by Dec 31st will be entitled to bid for all vacation projected to be accrued by December 31st. The amount of vacation days eligible for bid will be determined as follows:

- a. Vacation for new hire Flight Attendants who go on payroll prior to June 30th shall be determined in the following manner:

Using the total number of qualifying hours projected to be credited by December 31st, and the total number of months of active service, the chart in Section 20.C.3. (Qualifying Hours for Full Benefits column) will indicate the number of prorated days of vacation for which the Flight Attendant is eligible to bid. Each month of vacation accrual is worth 1.167 days of vacation and will be rounded up to determine the full amount of eligible vacation days.

For Example: A Flight Attendant hired on May 15th is projected to be credited with 550 hours and will be active for eight (8) months by December 31st. The Chart in Section 20.C.3. indicates that she/he has qualified for Full Benefits Accrual for her/his eight (8) months of active service. To calculate the amount of vacation for which the



Flight Attendant may bid on October 1st, the number of qualifying months will be multiplied by the monthly vacation accrual (1.167 days/month).

$$\frac{8 \text{ (months)} \times 1.167 \text{ (days of vacation)}}{9 \text{ days of vacation for which the Flight Attendant may bid.}}$$

- b. Vacation for new hire Flight Attendants who go on payroll after June 30th shall be determined in the following manner:
- i. The amount of vacation bid in the Flight Attendant's year of hire will be determined as set forth in B.3.a. above.
  - ii. The amount of vacation bid in the year immediately following the Flight Attendant's year of hire will be determined by the number of months of active service during the "period of accrual" (July 1st - June 30th). The chart in Section 20.C.3. will indicate the number of hours the Flight Attendant must accrue, given the number of active months she/he served, in order to qualify for the full vacation accrual of two (2) weeks, in accordance with A.1. above. Such vacation will be bid in the qualifying year and taken in the following year.
  - iii. For Example:
    - a) A Flight Attendant hired in October, 2012 is projected to be credited with 225 hours by December 31st and will be in active service for three months. According to the chart, she/he qualifies for three months' worth of vacation days accrual to be taken in 2013: 3 (months) x 1.167 (days of vacation) = 4 days of vacation.
    - b) The same Flight Attendant's vacation accrual to be bid in 2013 and taken in 2014 will be determined in the following manner: The Flight Attendant need only be credited with 405 hours by June 30th, 2013 in order to qualify to bid her/his full two (2) week vacation accrual, in accordance with A.1. above. The qualifying period for this Flight Attendant is October 2012 - June 2013, which is nine (9) months. For full benefits accrual, the chart indicates that a minimum of 405 hours must be accrued.
3. New hire Flight Attendants with additional "Company Seniority" shall have their first year's vacation accrual determined in accordance with Side Letter J.
4. Vacation awards will be posted on the Company website.



**C. Scheduled Vacation Blocks**

Vacation blocks will consist of seven (7) days and run from Saturday to the following Friday. A Flight Attendant must bid for an entire vacation block unless she/he does not have sufficient vacation accrued in order to provide for an entire vacation block, in which case she/he will bid for a block in which vacation will begin on the date such Flight Attendant requests and end until her/his vacation is up or Friday, whichever comes first. In the event that the Flight Attendant does not designate a start date for a vacation block of less than seven (7) days, the vacation start will default to the first day of the vacation block. A Flight Attendant may bid for a vacation period of up to five (5) consecutive vacation blocks.

**D. Vacation Pay**

	<b>Date of Signing</b>	<b>Effective January 1, 2016</b>
Value of Vacation Week (min)	18 hours, 45 minutes (18:45)	21 hours (21:00)
Value of Vacation Day within a block (min)	2 hours, 41 minutes (2:41)	3 hours (3:00)

1. A Flight Attendant holding a line of time who is relieved of flying duties for vacation shall, for pay purposes, be credited for the greater of value of the vacation week (7 days) in accordance with the table above for the scheduled vacation or the amount of scheduled flight time of the pairing(s) or portions thereof, but not the touching leg(s) outside of the vacation period, from which relieved by Crew Scheduling due to conflicts created by the scheduled vacation period. In the event that the Flight Attendant is scheduled for a vacation period of less than one week (7 days) the amount of vacation pay stated above shall be prorated accordingly.
2. A Reserve who is relieved from duty for vacation shall be credited with the greater of the value of the vacation week (7 days) for the scheduled vacation in accordance with the table above or for the value of the vacation day, for each duty day within the scheduled vacation period. In the event that the Reserve Flight Attendant is scheduled for a vacation period of less than one week (7 days) the amount of vacation pay stated above shall be prorated accordingly.
3. A Flight Attendant who is scheduled for vacation may indicate via the PBS website her/his intention to fly on some or all of her/his vacation block per the bidding time-line as found in section 8.B.6.



**E. Vacation Bidding and Awarding**

1. Vacations shall be granted in order of seniority at each domicile in accordance with the Company Flight Attendant seniority list at each domicile.
2. By October 1st of each year, the Company shall post, at each domicile, the projected number of vacation days that each Flight Attendant at that domicile has accrued and available for bid for the following year.
3. At the same time, the Company will post on the Company website and in the crew room, all of the vacation block periods available for bid at each domicile for the annual vacation bid. Such posting will also include the number of slots available to be awarded on each block for the annual vacation bid.
4. All bids will be accepted up to 1200 noon CT on the closing date of November 1st. A Flight Attendant who is on a leave of absence or who is otherwise not reporting at her/his assigned domicile, may submit her/his bid electronically (e.g. e-mail) or by submitting a hard copy via fax, mail, overnight delivery, etc. to her/his Flight Service Supervisor for submission in the vacation bidding pool. The vacation schedule will be awarded by 1200 noon CT November 15th in accordance with seniority at each domicile, and the results will be posted electronically.
5. A Flight Attendant who does not bid by the designated deadline will be assigned after all other vacation block periods have been awarded, in accordance with the Flight Attendant seniority list at each domicile, to the latest available vacation periods as determined by the Company.

**F. Changing of Vacation Period**

1. Vacation Trades

A Flight Attendant may trade her/his vacation block with the vacation block of another Flight Attendant at the same domicile as follows:

- a. Vacation blocks traded must be of the same length and must be by mutual consent of the Flight Attendants involved;
- b. Proposed vacation trades must be submitted to the Company by 1200 noon CT on the seventh (7<sup>th</sup>) day of the month preceding the first vacation period of the proposed trade.

2. Vacation Moves

A Flight Attendant may request to move her/his vacation block(s) in its entirety to another posted vacation block, in her/his current domicile, within the vacation calendar year. All requests for vacation moves must be submitted to the Company by 1200 noon CT on the seventh (7<sup>th</sup>) day of the month preceding the month in which the move is desired. The granting of such move shall be done in order of seniority.



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3. The Company will maintain a current list of all open vacation blocks which will be made available to Flight Attendants and updated by the 15th day of each month.
  4. In the event a Flight Attendant's awarded vacation block becomes open as a result of such Flight Attendant transferring to another domicile, supervisory position, or department, or terminates her/his employment with the Company, such vacation block shall be posted for bid at the domicile and shall be awarded, in seniority order, to a Flight Attendant who bids for such vacation block.
  5. A Flight Attendant who transfers to a new domicile and fails to rebid her/his vacation block will be assigned an open vacation block at the new domicile.
  6. **Failure to Commence Vacation due to no fault of the Flight Attendant when a Flight Attendant may be inadvertently unable to complete a work assignment prior to the commencement of a scheduled vacation block. (For example, a Flight Attendant's flight back to domicile on the final day of a pairing may cancel, necessitating a return to domicile extension on the first day of a scheduled vacation block.) In such cases, the parties agree that the Flight Attendant at her/his sole option, may exercise one of the following alternatives [SL-FF]:**
    - a. **Add the lost vacation day(s) to the end of the scheduled vacation block. In such a case, the Flight Attendant will be paid for any flying from which she/he was removed for the vacation block plus any Extension or Junior Assignment Pay (as appropriate) for the lost Vacation Day(s). The Extension or Junior Assignment Pay will be paid above guarantee in accordance with Section 8.N.6. The Flight Attendant will receive Vacation Pay for the rescheduled Vacation Day(s) but not for the lost Vacation Day. OR**
    - b. **Schedule a return Vacation Day(s) later in the same bid period or subsequent bid period. In such a case, the Flight Attendant will be paid for any flying from which she/he was removed for the vacation block plus any Extension or Junior Assignment Pay (as appropriate) for the lost Vacation Day(s). The Extension or Junior Assignment Pay will be paid above guarantee in accordance with Section 8.N.6. The Flight Attendant will receive Vacation Pay for the rescheduled Vacation Day(s) but not for the lost Vacation Day(s).**
    - c. **It is understood that in no case is it intended that the Flight Attendant would lose any compensation as a result of being Extended or Junior assigned into a vacation block.**



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## G. Vacation Slide

1. A Flight Attendant may at her/his option indicate her/his desire to move the start date of her/his scheduled vacation block. This option, if exercised, would be made known to the Company's computer bid system for the contractual month so affected.
  - a. Consecutive CDO pairings shall be considered one "block" or "pairing" for the purposes of sliding a Flight Attendant's vacation.
  - b. Consecutive vacation weeks are considered one block for the purposes of sliding a Flight Attendant's vacation.
2. If a Reserve Flight Attendant elects to slide the start date of her/his scheduled vacation block, the following options for sliding the start date of her/his vacation are available:
  - a. Slide the effective start date of the vacation up to four (4) days earlier in order to eliminate a block of Reserve availability that is scheduled immediately prior to her/his scheduled vacation block; or
  - b. Slide the effective start date of the vacation up to four (4) days later to eliminate a single block of reserve availability that is scheduled immediately after her/his scheduled vacation block.
  - c. Vacation slides will only be permitted to overlap into another contractual month, with the concurrence of Crew Scheduling.
3. **A Flight Attendant holding a CDO, RBL or RWO line may use vacation slide in accordance with this section.**
  - a. **For a Lineholding Flight Attendant to use the vacation slide procedure, the Flight Attendant must be holding a CDO line.**
  - b. **For a Reserve Flight Attendant to use vacation slide procedure, the Flight Attendant must have a conflict with the reserve availability she/he wishes to rectify.**
  - c. **If a Flight Attendant uses vacation slide, the request must be submitted within forty-eight (48) hours of the close of the Pre-Bid in accordance with Section 10.H.**
  - d. **If utilized, the vacation block may be slid to start no more than four (4) days earlier nor more than four (4) days later than the originally scheduled vacation block.**

## H. Vacation Conflicts with CDOs

1. Whenever a vacation block conflicts with a Flight Attendant's CDO flying, the Flight Attendant at her/his option may choose one of the following options by indicating on the bid ballot or via an electronic message (i.e.'RF' message or equivalent) within forty-eight (48) hours following the closing of the bids:



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- a. Fly whatever portion of the pairing that falls outside of her/his vacation block for which she/he is legal and available, or
  - b. Drop the complete pairing when any portion of such pairing conflicts with her/his vacation block. The Flight Attendant may choose to drop a pairing(s) conflicting with the beginning, end, or on both the beginning and end of the vacation block. In the event the Flight Attendant chooses one of these options, she/he will not be credited for pay purposes for any flight(s) outside her/his vacation block, except as provided in sub-paragraph D.1. above. Notwithstanding D.1., if a Flight Attendant's leg(s) into or out of an overnight is removed, she/he will not be paid for the leg(s) removed.
  - c. For the purposes of this provision, a block of contiguous pairing CDOs shall be considered one "block" or pairing. In this situation, the Flight Attendant must send an RF message to Crew Scheduling, no later than forty-eight (48) hours following the closing of the bids, indicating that the block of pairing CDO which abut the vacation period should be dropped.

**I. Cancellation of Vacations**

The Company shall not cancel vacations once such vacations have been awarded except as dictated by operational necessity. At the option of the Flight Attendant, the canceled vacation may be rescheduled in the current year or carried over to the following year, or the Flight Attendant may elect pay in lieu of the canceled vacation. If no Flight Attendant elects to accept cancellation of her/his vacation, cancellation shall be in reverse seniority order for the period of the operational necessity.

**J. Vacation While on Leave**

A Flight Attendant whose vacation occurs during a leave of absence will have the following options: 1) have the days of vacation paid in accordance with paragraph D. or 2) rebid the vacation to an available week(s) in accordance with F.2., or 3) trade it with the vacation of another Flight Attendant in accordance with F.1.

**K. Resignations**

A Flight Attendant with six (6) months or more of service who resigns and has given the Company fourteen (14) days advance written notice of her/his intention to resign will be entitled to her/his accrued and unused, available vacation pay.

**L. Flight Attendant Death**

Accrued and unused, available vacation shall be paid to the designated beneficiary or to her/his estate.



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### M. Personal Vacation Days (PVD)

1. A Flight Attendant may request paid personal vacation day(s) of up to six (6) days per year. The Company may grant such days if staffing permits. Days used for personal vacation will be deducted from the vacation day accrual to be awarded in the subsequent year's vacation. Flight Attendant requests for personal vacation may be granted on a first-come, first-served basis at a domicile. PVD will be paid in the following manner:
  - a. Lineholder: pairings missed minus touching leg.
  - b. Reserve: 3:45 hours (VOD) per day.
2. A Flight Attendant who has used a PVD(s) or who has converted a PO(s) or a PE(s) to a PVD(s), as provided for in M. and N.6. below, will have the PVD day(s) deducted from the following year's vacation. After the vacation award, the Flight Attendant may designate the individual, specific dates at the end or beginning of the vacation block to which the PVD(s) will be applied.
3. For PVD(s) taken or converted after the awarding of the vacation bid, the Flight Attendant must indicate to the Company from which vacation block the PVD(s) will be taken or M.4. below shall apply.
4. If the Flight Attendant does not designate specific date(s) after the vacation award, the Company shall deduct the applied PVDs starting with the last day of the last vacation block fully contained within the following calendar year.
5. If a Flight Attendant does not have sufficient paid vacation days accrued for the following year from which the PVD can be deducted, the value of the PVD day(s) will be deducted from the next year's end-of-February pay check at three hours and forty-five minutes (3:45) per day.

### N. Personal Time Off (PO)

1. At each domicile, the Company will process, on a daily basis, a number of POs equal to one percent (1%) of the Flight Attendants based at the domicile, but in no event fewer than two (2) POs. The LEC President or her/his designee will, upon written request, be provided with verification that the appropriate number of POs have been processed at the domicile.
  - a. The base group of Flight Attendants upon which the calculation will be made includes all individuals on the Flight Attendant seniority list for each domicile who could potentially be assigned a pairing, partial pairing, reserve assignment or any flight assignment covered by this Agreement. This group includes, but is not necessarily limited to all active and inactive Flight Attendants who may be activated to take a pairing (e.g. Flight Service Managers,



Flight Attendants on Special Assignment, Flight Attendants serving as Field Trainers or any other type of trainers, whether or not physically located at the domicile and those holding a paper bid.

Example: If there are 460 Flight Attendants based at a Domicile, the Company will process at least five (5) POs per day at that domicile, provided that at least five (5) POs have been submitted.

Example: If there are 420 Flight Attendants based at a Domicile, the Company will process at least four (4) POs per day at that domicile, provided that at least four (4) POs have been submitted.

2. Additional POs will be granted as operational needs permit.
3. For purposes of processing POs as set forth in paragraphs 1. and 2., above, each day of a PO will be deemed a separate PO and count towards each day's cap.
4. A PO will not be processed unless it is submitted at least twenty-four (24) hours in advance of the scheduled report time of a pairing or scheduled start of a RAP.
5. Properly submitted POs will be processed on a first-come, first-served basis.
6. A Flight Attendant will not be eligible to take a PO until she/he completes probation.
7. A Flight Attendant may, at her/his option, elect to convert a PO to a Personal Vacation Day (PVD). Such conversion will count towards the annual maximum of six (6) PVDs that the Flight Attendant may take. A conversion must be submitted prior to the fifth (5th) day of the following calendar month.
8. An unconverted PO will be unpaid and considered an attendance occurrence for disciplinary purposes.
9. Flight Attendants may utilize travel benefits while on a PO.

#### **O. Personal Emergency Days (PE)**

1. A Flight Attendant may request a PE by contacting a Flight Service Manager (during office hours) or Crew Scheduling Supervisor (outside of office hours). The PE will be granted for a verifiable personal emergency, as described in paragraphs 2. and 3., below, occurring during a pairing, (RAP), or Airport Reserve Period or less than twenty-four (24) hours before the scheduled report time of a pairing or scheduled start of a RAP or Airport Reserve Period. Such request will be limited to a maximum of one (1) pairing or four (4) consecutive days (inclusive of previously scheduled days off) and at the time of the request, the Flight Attendant must declare the number of days requested.



2. The following is the all-inclusive list of events for which a PE will be granted:
  - a. The Flight Attendant's child is expelled or suspended from school, or there is a school/child care closing emergency (this does not include snow days or similar closings);
  - b. The Flight Attendant's spouse, domestic partner or child is arrested or detained;
  - c. The Flight Attendant has an "A9" qualifying event;
  - d. The birth of the Flight Attendant's child or grandchild or birth of a child for which the Flight Attendant is the birth coach;
  - e. The Flight Attendant needs to care for her/his ill or injured immediate family member (as defined in Section 18 - Leaves of Absence);
  - f. The Flight Attendant is the victim of identity theft;
  - g. The Flight Attendant is in a car accident;
  - h. The Flight Attendant's vehicle is stolen;
  - i. The Flight Attendant encounters extraordinary transportation problems, for example resulting from ice storms, fire or floods, state/city or county transportation emergencies declared (but not normal traffic);
  - j. The Flight Attendant is the victim of violent crime;
  - k. The Flight Attendant is the victim of a burglary, including on an overnight;
  - l. There is a plumbing, gas leak, electrical hazardous condition or other structural emergency at the Flight Attendant's residence;
  - m. The Flight Attendant needs to make preparations at her/his residence and/or property for an impending hurricane; and
  - n. The Flight Attendant is the victim of an Act of God (i.e., fire, flood, earthquake, tornado, mudslide).
3. Other events not listed in paragraph 2. above, may be approved as a PE at the Company's discretion.
4. A Flight Attendant may be required to provide verification of the personal emergency.
5. A PE will not be considered an attendance occurrence and will not be used for disciplinary purposes.



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6. A Flight Attendant may, at her/his option, elect to convert a PE to a Personal Vacation Day. Such conversion will count towards the annual maximum of six (6) PVDs that the Flight Attendant may take. A conversion must be submitted prior to the fifth (5th) day of the following calendar month.
  7. An unconverted PE will be unpaid.
  8. Flight Attendants may utilize travel benefits while on a PE.
- P. In the event a Flight Attendant is granted time off pursuant to paragraphs M. and O. of this section, such time off shall not be considered an absence for disciplinary purposes.
- Q. Flight Attendants may donate accrued, unused vacation days, excluding PVDs, to another Flight Attendant by submitting a form specified by the Company (currently RF 200 DON8 form).



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## SECTION 11 Sick Leave

- A. Each month, a Flight Attendant will accrue, and her/his sick leave bank will be credited with sick leave in accordance with the chart below and in accordance with Section 20.C. of this Agreement to a maximum of three hundred (300) hours. Should the Company's pilots receive an increase in their sick leave credit accrual, the same increase will apply to the Flight Attendants. A new-hire Flight Attendant will accrue monthly sick leave credit during the probationary period; however, she/he may not use such accrued leave until she/he has completed the first six (6) months of service.

Sick Leave Accrual Chart	
0-90 days of service	Two hours and thirty minutes (2:30 hrs)
90 days - 5 years of service	Three hours and thirty minutes (3:30 hrs)
5 plus years of service	Four hours (4:00 hrs)

- B. 1. If a Flight Attendant is unavailable for duty, on a day she/he is scheduled for duty, because of sickness or injury, she/he will be credited for pay purposes for the flying scheduled to be performed and shall have an equal amount of time withdrawn from her/his sick leave bank for each such day.
2. A Flight Attendant assigned to reserve who is unavailable for duty due to illness or injury will, for pay purposes, be credited with three hours and forty-five minutes (3:45) at her/his applicable hourly rate of pay as prescribed in Section 4.A.1. of this Agreement for each day of duty and shall have an equal amount of time withdrawn from her/his sick leave bank for each such day. If a Reserve Flight Attendant has already started a pairing and subsequently calls in sick, the Company will deduct 1) Three hours and forty-five minutes (3:45) at their hourly rate of pay minus any flying completed for that day and 2) the value of the day for the remaining day(s) of the pairing from the Flight Attendant's sick bank.
3. A Flight Attendant shall not be required to utilize paid sick time from the accumulated sick leave bank for periods of unavailability due to illness or injury. Such election shall result in the appropriate pay deduction and shall be communicated to Crew Pay Comp by the 5th following the absence.
- C. The Company will include the amount of sick leave accrued and used in each pay period and year-to-date, as well as the remaining balance, on the pay-stubs or available on the Company's website or equivalent computer system, if it obtains the automation to do so.



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- D. In cases where the Company has a reasonable basis to believe that sick leave has been abused, the Company may require a Flight Attendant to present her/his supervisor with satisfactory medical evidence that she/he is ill or injured. The Flight Attendant may choose between obtaining medical verification from her/his personal physician at the Flight Attendant's expense, or obtaining medical verification from the Company telephone nurse or Company medical facility at no cost, provided such services are made available.
- E. A Flight Attendant who becomes ill/injured must notify Crew Scheduling as soon as possible. The Flight Attendant is not required to discuss the nature of her/his illness with Crew Scheduling. The Flight Attendant must provide the estimated duration of absence. A Flight Attendant who advises Crew Scheduling that the expected duration of her/his illness is more than one (1) day will not be required to contact Crew Scheduling each day of illness. The Flight Attendant will be assumed to be available for duty at the end of the aforementioned period, or adjoining day(s) off, if any, unless she/he contacts Crew Scheduling and notifies them to the contrary. A Flight Attendant who is able to return to work sooner than anticipated must notify Crew Scheduling no later than 1700 hours, Central Time, on the day prior to her/his return to duty. Probationary Flight Attendants are also required to contact the Flight Service Manager during business hours in the event of such absence.
- F. A Flight Attendant who is able to return to work after calling in sick for her/his original pairing or any portion thereof:
1. Will be offered to complete the remaining portion of her/his pairing, if not already assigned.
  2. Will be permitted to pick up Open Time in accordance with Section 8 of this Agreement.
- G. Sick Time Fly Back: Open Time which is picked up may be designated as Sick Leave Makeup Credit to credit the Flight Attendant's sick leave bank. Any Flight Attendant who picks up open time for sick make up will have her/his sick bank credited with the greater of the scheduled or actual hours flown.
1. If the Flight Attendant loses time and is not reassigned to new flying, the sick bank shall be credited with the flight time of the originally scheduled pairing.
  2. If the Flight Attendant is reassigned to new flying, her/his bank will be credited with the greater of 1) the originally scheduled pairing, 2) the reassigned flying, or 3) the hours actually flown.
- H. A Flight Attendant whose paid sick leave has been exhausted may elect to use PVDs for lost time due to illness or injury, provided it is requested before the fifth (5th) day of the following month.



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- I. When a Flight Attendant becomes ill or injured away from domicile and is required by the Company to obtain medical clearance for travel, the Company will arrange for payment of transportation to and from the medical exam and the Flight Attendant's co-pay for the exam and tests. If unable to arrange for advance payment of these expenses, the Company will reimburse the Flight Attendant for such expenses.
1. If the Flight Attendant obtains medical approval for travel or is not required to obtain medical approval for travel, the Company will provide her/him positive space travel back, at the Flight Attendant's option, to base or to her/his home.
  2. If the Flight Attendant is unable to fly, the Company will return her/him back to base or home, at her/his option, by other available means of transportation. The Flight Attendant will receive per diem and lodging, if necessary, in accordance with Section 5 of this Agreement.
- J. Flight Attendants may donate sick leave to another Flight Attendant who will be eligible to use the donated sick leave once she/he has exhausted her/his accrued sick leave.
- K. Sick Bank Payout [SL-EEE]**
- When a Flight Attendant anticipates that her/his sick bank will reach three hundred (300) hours, she/he may request to be paid a portion equal to twenty-five percent (25%) of her/his sick bank. Such request may be made up to ninety (90) days in advance of her/his sick bank reaching three hundred (300) hours. Once requested, upon her/his sick bank actually reaching three hundred (300) hours, twenty-five percent (25%) of the hours in her/his sick bank will be removed from the sick bank balance, and such hours will be paid at the Flight Attendant's rate of pay on the date of such transaction.**
1. **In order to be eligible for such payout, the Flight Attendant must have perfect attendance for the six (6) months leading up to the date of the transaction.**
  2. **If a Flight Attendant calls in sick or otherwise accrues an attendance point after such payout request is made and before the sick bank payout occurs, such transaction will be automatically cancelled. A Flight Attendant whose transaction is cancelled will be eligible again to request a Sick Bank Payout once she/he establishes both six (6) months without accruing an attendance point and once her/his sick bank reaches three hundred (300) hours.**



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## SECTION 12

### Uniforms

- A. A Flight Attendant shall wear the standard uniform as prescribed in Company regulations at all times while on duty, or in connection with any event where the employee is identified as a Company Flight Attendant unless otherwise provided for by this Agreement.
1. The Company may make exceptions to the uniform guidelines based on weather conditions for those Flight Attendants based in San Juan, Miami, Los Angeles and/or Dallas. The Flight Attendants based in the locations listed in this paragraph shall have the option of wearing summer uniform pieces at any time during the year.
  2. Flight Attendants shall not be required to wear the uniform while deadheading/positioning. Furthermore, Flight Attendants shall be authorized to wear the uniform while commuting to and from work.
- B. The Flight Attendant shall be responsible for the purchase of fifty percent (50%) of her/his initial basic uniforms and accessories incident to employment, not to exceed \$750.00. The Company shall be responsible for alterations of the initial uniform.
- C. Uniform Allowance**
1. A Flight Attendant will be credited with a maximum of **\$250.00 dollars** in accordance with Section 20 of this Agreement.
  2. Flight Attendants may use **funds described in C.1 above** as credit towards the purchase of uniform items, however; the cost(s) for any item(s) which exceed(s) the Flight Attendant's **credited funds** will be absorbed by the Flight Attendant.
- D. Uniform items issued in a defective condition or unusable for any reason, must be returned to the manufacturer. The Flight Attendant may return the item within a reasonable time frame to the manufacturer and the Flight Attendant will be issued another item. Likewise, any Flight Attendant who has purchased the required uniform items, which subsequently become unserviceable due to normal usage, prior to the normal replacement time, will be replaced at no cost to the Flight Attendant.



E. The basic uniform will consist of the required uniform pieces as set forth in Company policy, which may be revised. The current policy is set forth below:

<b>FEMALE</b>	
Two (2) Jackets or one (1) Jacket and one (1) Dress	Five (5) Tops: Flight Attendant's choice of long-sleeved, short-sleeved, and/or seasonal alternate shirt/blouse
Two (2) Pants or Skirts	One (1) Overcoat
One (1) Sweater	Two (2) Serving Garments
One (1) Belt	One (1) Tote
One (1) Purse*	One (1) Suitcase
<b>* See Uniform Sideletter OO</b>	

<b>MALE</b>	
Two (2) Jackets	Five (5) Shirts: Flight Attendant's choice of long-sleeved, short-sleeved, and/or seasonal alternate
Two (2) Trousers	One (1) Overcoat
One (1) Sweater	Two (2) Serving Garments
Three (3) Ties	One (1) Tote
One (1) Belt	One (1) Suitcase

- F. A Flight Attendant will be provided insignia consisting of one (1) set of wings. Broken insignia shall be replaced at no cost to the Flight Attendant. Lost insignia shall be replaced at no cost, a maximum of twice per 12-month period. Additional wings will be the responsibility of the Flight Attendant.
- G. If during the course of the current Agreement there is a significant uniform changeover and the Flight Attendant is directed to replace components of the basic uniform, the cost will be absorbed by the Company. The Flight Attendant will receive one new item for each like item returned limited to the number of such items specified in the initial uniform complement. Additionally, if the Company introduces a new uniform piece and determines within one year that the piece it replaces may no longer be worn, the cost of the new item shall be absorbed by the Company. A Flight Attendant will remain responsible for any cost obligation related to the previous purchase of basic or optional items, as applicable.



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- H. Additional items as determined by the Company will be made available as optional pieces to the Flight Attendant group at actual cost. The cost of these items for initial issue and for replacement will be borne by the Flight Attendant.
  - I. Payments for uniform and/or optional pieces may be paid for with **credited funds**, check, credit card, or on a payroll deduction basis. If payroll deduction is selected, the cost of the uniform will be deducted at a rate of twenty dollars (\$20.00) per paycheck, except that a Flight Attendant may elect to pay more.
  - J. If the costs for any uniform purchase order totals less than twenty dollars (\$20.00), the entire amount will be payroll deducted in one lump sum.
  - K. The Company will specify guidelines with regard to shoes, socks, hosiery, undergarments and gloves without making them part of the required uniform. Furthermore, the Company shall allow Flight Attendants to wear ear muffs, hats, winter and/or rain boots, winter coats and scarves, and umbrellas, all of which should be complimentary to the uniform.
  - L. Upon a Flight Attendant's termination for any reason, the unpaid balance of her/his uniform and optional items becomes immediately due and payable and the uniform becomes the property of the Flight Attendant.
  - M. The Company agrees to meet with the AFA Uniform Committee or designee to discuss anticipated changes in style, color, cost, source, and components of the uniform.
  - N. Any Flight Attendant who has a required uniform item damaged while on the aircraft or stolen from a Company-controlled area (e.g. crew room, bag room, aircraft, etc.), from a Company-paid hotel or a chartered vehicle shall, upon prompt submission of a claim to her/his supervisor (within twenty-four (24) hours of the incident) have such item(s) replaced at no cost to the Flight Attendant. The Company is not responsible for the replacement of items lost by the Flight Attendant due to negligence or carelessness.
  - O. Flight Attendants will be allowed to wear the current Union insignia on her/his uniforms and/or crew bags while on duty.
  - P. The Company shall keep and maintain a clean, adequate supply of maternity uniforms.
    - 1. A pregnant Flight Attendant shall have the option of borrowing a maternity uniform, at no charge, until she is placed on maternity leave status.
    - 2. A Flight Attendant borrowing a maternity uniform will be responsible for returning the uniform, freshly dry-cleaned, to the Flight Service Manager within two (2) weeks of the commencement of the Flight Attendant's maternity leave.
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3. Absent mitigating circumstances, if a Flight Attendant does not return the borrowed maternity uniform in the time period defined above she will be charged for fifty percent (50%) of the full cost of a replacement maternity uniform.
- Q. The Company will provide each Flight Attendant with two (2) name tags. The wearing of name tags shall be mandatory; however, Flight Attendants will have the option of using only their first name. Broken name tags shall be replaced at no cost to the Flight Attendant.



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## SECTION 13

### Probation

- A. Flight Attendants will be considered as probationary employees for the first six (6) months of active service as a Flight Attendant, exclusive of any leaves of absence or periods of furlough. Active service commences upon completion of Company-approved Flight Attendant training and assignment to a base. **[Reference Side Letter AAA]**
- B. For the purpose of this Section, a Flight Attendant shall be considered to be in active service until she/he has been on an unpaid leave of seventeen (17) or more consecutive days.
- C. When a probationary Flight Attendant is on an unpaid leave of seventeen (17) or more consecutive days or is furloughed, her/his probationary period shall be extended by the number of days in which she/he was on an unpaid leave or on a furlough, whichever is applicable.
- D. A probationary Flight Attendant shall have the right to file a grievance pursuant to Section 21 of this Agreement, except that such grievance shall be limited to those issues other than discipline or discharge.



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## SECTION 14

### Seniority

- A. Seniority Accrual
1. Seniority as a Flight Attendant shall be based upon length of service as a Flight Attendant with the Company.
  2. Seniority shall begin to accrue from the date the Flight Attendant completes Company-approved Flight Attendant training.
  3. In the event that more than one (1) Flight Attendant has the same date of hire, the oldest Flight Attendant, as determined by date of birth, shall appear first on the seniority list. A Flight Attendant who has transferred from another job classification at the Company will be given a Flight Attendant seniority date of one (1) day prior to the date of completion of Flight Attendant training. If two (2) or more Company transferees are in the same new-hire class, their relative seniority will be determined by years of service with the Company.
- B. Posting of Seniority List
1. a. A system seniority list will be posted in January and July on the Company and Association bulletin boards at all Flight Attendant domiciles.  
b. A copy of the Envoy Air Inc. system seniority list shall be published as of the date of ratification as an Appendix to the Agreement.
  2. Protests of Inaccuracy within 30 Days  
Each Flight Attendant will be permitted a period of thirty (30) days after the applicable system-wide posting, or thirty (30) days following the Flight Attendant's return from a leave of absence or furlough, whichever is applicable, in which to protest in writing to the Company any alleged omission or incorrect posting affecting her/his seniority. In such cases, the Flight Attendant shall have the right to seek an appropriate adjustment going back to the date of the posting.
  3. Protests of Inaccuracy After 30 Days  
Notwithstanding B.2.above, a Flight Attendant shall have the right to file a written protest with the Company alleging an error at any time. In such cases where the protest was made more than thirty (30) days following the incorrect posting or thirty (30) days following the Flight Attendant's return from a leave of absence or furlough, whichever is applicable, any adjustment made will have prospective application only.
  4. A Monthly Bid List (a list of all of the Flight Attendants at a base indicating the seniority of each Flight Attendant and her/his status, either active or inactive, for bidding purposes for that month) will be posted monthly in each crew room and on the Company website.



C. Loss of Seniority

Seniority will be lost under the following circumstances:

1. Resignation
2. Discharge
3. Retirement
4. Transfer to non-flying position in accordance with sub-section D. below
5. Continuous furlough in excess of five (5) years
6. Failure to report for duty upon expiration of a leave of absence

D. Transfer to Non-Flying or Supervisory Duties

1. A Flight Attendant transferred to supervisory or other non-flying duties directly related to Flight Attendant duties shall continue to retain and accrue all forms of seniority for a period equal to the Flight Attendant's years of service as a Flight Attendant. Thereafter, the Flight Attendant will retain but not accrue occupational and classification seniority. A Flight Attendant performing supervisory or other non-flying duties directly related to Flight Attendant duties on or before October 27, 2005 shall retain and accrue all forms of seniority.
2. A Flight Attendant who transfers to a Company position not directly related to Flight Attendant duties shall retain and accrue all forms of seniority for one (1) year. After one (1) year, she/he shall be removed from the Flight Attendant Seniority List.
3. Upon return to duty from a supervisory or non-flying position, other than temporary assignments, the Flight Attendant shall be permitted to exercise accrued seniority to bid for any available vacancies or to displace the most junior Flight Attendant in the system.

E. General

Seniority will govern all Flight Attendants in the case of bidding rights, reduction in force, recall after furlough, vacation preferences, and other domicile assignments, provided, however, that in the case of emergencies such as strikes or other causes considered beyond the control of the Company seniority for furloughs will not apply.



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## SECTION 15

### Filling of Vacancies

#### A. Awarding of Permanent Vacancies

1. A permanent vacancy shall be any vacancy, including new domicile vacancies (not caused by maternity leave, medical or other leaves), anticipated to exist for longer than ninety (90) days. Any other vacancy will be classified as temporary.
2.
  - a. In the event that a vacancy occurs, the Company will post the vacancy for a minimum of fourteen (14) calendar days on 1) HI6 – or its equivalent; and 2) in the daily open time recordings currently referred to as AVRS – or its equivalent.
  - b. The Company shall maintain a permanent vacancy bid file in which a Flight Attendant shall be afforded the opportunity to bid for a permanent vacancy at any domicile. The Company shall review the permanent vacancy bids and award the vacancy/vacancies in seniority order by the 25th of the month two (2) months prior to the effective month of the bid (e.g., by October 25th if December is the effective month of the bid). A Flight Attendant shall be able to change her/his permanent vacancy bid at any time immediately preceding the closing date of any specific permanent vacancy bid period. The Flight Attendant will be advised in writing of the award and the effective date. Once a Flight Attendant is awarded or assigned a vacancy, she/he shall be responsible for the new assignment.
  - c. A Flight Attendant may submit an initial bid, change a permanent bid, or delete her/his permanent bid in writing, including via facsimile.
3. Any vacancy that is not bid upon will be assigned to the most junior Flight Attendant or at the Company's discretion by hiring a new Flight Attendant.
4. The Flight Attendant awarded a vacancy will be removed from all pairings for which any part of the pairing falls within the three (3) moving days period immediately preceding the effective date of transfer or have moving days inserted as a pre-planned absence. If the move is involuntary, such Flight Attendant shall be paid and credited as if she/he had flown the dropped pairing(s). If the move is voluntary, such Flight Attendant shall not be paid and credited for the dropped pairing(s), however she/he shall not fall below guarantee for pay purposes.
5. The Flight Attendant's three (3) move days will be determined as follows:



- a. Following the award of the base transfer, the Company will contact the Flight Attendant to inform her/him that the move days will be scheduled on the last three (3) days of the month preceding the effective date of the transfer.
  - b. If the Flight Attendant is satisfied with the scheduling of the move days on the final three (3) days, she/he does not have to do anything.
  - c. If the Flight Attendant desires to either waive the move days or schedule them at some point besides the final three (3) days in the bid month preceding the effective date of the transfer, she/he must contact the Flight Service Administrative Manager to inform of either the waiver or the request for an alternate three-day period. This contact must be made no later than a date specified by the Company.
  - d. The request for an alternate three-day period must specify the calendar dates requested. It is understood that the dates must remain as three (3) consecutive calendar days.
  - e. It is understood that the three-day duty-free period may not be scheduled over the following days: New Year's Day, U.S. Independence Day, Thanksgiving, Christmas Eve, and Christmas Day.
6. A new hire Flight Attendant will be assigned to a base only after the permanent vacancy to which the new hire Flight Attendant is assigned has been properly posted, and then, only after no Flight Attendant with a higher seniority bid was awarded the vacancy.
  7. A Flight Attendant awarded or assigned a base transfer or vacancy or initial base assignment shall be provided A-12 travel to the new domicile in order to obtain a new SIDA badge prior to reporting to the new base.

**B. Temporary Vacancies/TDY**

1. When temporary vacancies/TDY are anticipated to exist for a full monthly bid period, such vacancies shall be filled in accordance with this section. A temporary vacancy/TDY will be awarded or assigned one (1) bid month at a time.
2. No later than the **7th** of the month preceding the month in which the vacancy/TDY assignment will be offered, the Company will post the temporary vacancies at any and all bases which it determines have more than adequate staffing levels and afford the Flight Attendants at such base(s) the opportunity to bid for the vacancy/TDY. The awarding of a temporary vacancy/TDY will be done in seniority order from among the Flight Attendants who bid for the vacancy/TDY at the bases at which the vacancy/TDY is posted.



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- a. A Flight Attendant bidding for Temporary Vacancies (TDY) may bid for one, more than one, or all Temporary Vacancies. Bids will be expressed in order of preference. [SL - II]
    - i. Flight Attendants at domiciles in which the Company has determined have more than adequate staffing levels will be eligible to submit bids for any or all of the TDY assignments.
    - ii. TDY assignments will be awarded in seniority order to those Flight Attendants who have submitted a bid for the available assignment.
    - iii. TDY assignments will be awarded to Flight Attendants at a specific domicile until such time that any further TDY awards would cause the domicile to fall below adequate staffing levels. (For example, if twenty (20) TDY assignments are available and a specific domicile has more than adequate staffing levels by ten (10) Flight Attendants, no more than ten (10) Flight Attendants from that domicile may be awarded TDY assignments.)
    - iv. TDY assignments remaining unassigned will be filled in reverse seniority order among the Flight Attendants at domiciles with more than adequate coverage.
  3. Bidding for the temporary vacancy/TDY will close at 1000 CT on the 10th of the month preceding the month in which the vacancy/TDY will be offered.
    - a. A Flight Attendant who bids and is awarded TDY and who has vacation during the TDY period will be required to be paid out for any vacation day(s) that fall within the TDY period and thus will remain available for assignment during the time previously scheduled for vacation.
    - b. The Flight Attendant's vacation shall be paid at the value of the vacation week in accordance with the table in Section 10.D. and such hours shall be paid above the guarantee.
  4. TDY bids will be awarded at 1200 noon CT on the 10th of the month preceding the month in which the vacancy/TDY will be offered.
  5. A Flight Attendant awarded a TDY assignment, will be able to utilize PBS in the same manner as any Flight Attendant at that domicile based on their seniority.
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6. If no Flight Attendant bids for such TDY, the most junior Flight Attendant(s) in the base(s) which have more than the adequate staffing level described in (B.2.) above will be assigned to the TDY duty. No Flight Attendant shall be involuntarily assigned to more than one (1) TDY assignment in any 12-month period unless every other Flight Attendant in the domicile has been involuntarily assigned a TDY assignment.
7. Flight Attendants assigned to or awarded TDY will be paid and compensated according to the provisions of Section 5 of this Agreement.
8. The Company will provide a Flight Attendant on a TDY with priority (A-12 or its equivalent) passes to and from the TDY assignment (beginning and end of month). Passes will be issued from the Flight Attendant's domicile or other requested location so long as it is on the AAG Company system. A Flight Attendant who, otherwise, travels to and from the TDY location during the TDY assignment utilizing their regular pass privilege benefits (not the A-12 pass) shall continue to receive per diem and be paid as if she/he remained at the TDY location.
  - a. A Flight Attendant whose schedule must be altered to accommodate deadheading to or from a TDY assignment in the current month or in the TDY month or the following month and who subsequently loses time will be pay protected for any time lost due to the scheduling of the deadhead in accordance with Section 4.C.

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

1. The Company shall announce the closing of a domicile as far in advance as possible, but not less than sixty (60) days prior to the actual closing, except that such notice is not required when a base is closed due to circumstances beyond the control of the Company.
2. In the event that a domicile is closed, the Flight Attendants at the domicile(s) involved may exercise all of their rights provided for in this Agreement. Additionally, if the Company is unable to schedule the relocation days off, in accordance with Section 6.G.1., and/or Section 15.A.4. of this Agreement by the effective date of the domicile closure, the Flight Attendant will be eligible for up to seven (7) nights at a Company-provided hotel.
3. The Company shall advise the Association of any additions of domiciles as soon as the Company is made aware of or decides to open a domicile. Flight Attendants will be afforded the option to bid for openings at the new domicile in accordance with the provisions of this Agreement.



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## SECTION 16

### Time Off Without Pay (TOWOP)

- A. The purpose of time off without pay is to balance the workforce during short periods of over-staffing at a specific domicile or throughout the system and to minimize Flight Attendant furloughs.
- B. When the requirements of service permit, the Company may offer time off without pay. Time off will be offered in seniority order within the domicile where such time exists.
- C. A Flight Attendant awarded time off without pay will retain and accrue seniority, and all Company-provided benefits including, but not limited to, medical insurance, dental insurance, and pass privileges, in the same manner as any other current active Flight Attendant.
- D. The Company will offer TOWOP in increments of five (5) or more days. No more than one (1) period of TOWOP will be permitted in the month unless two (2) separate periods are requested in connection with a period of vacation that would permit a continuous period off. In any case, the minimum period must remain five (5) days. A period of fewer than five (5) days is only permitted in the case of a second period in the month that would complete a continuous period off, such as the end of the month.
- E. When known far enough in advance, time off without pay will be included in the PBS "info tab" stating in which base(s) TOWOP is being offered. Such time will be awarded in the final bid.
- F. When it is not known far enough in advance, the offer of time off without pay will be listed in the PBS "info tab" for no less than seven (7) days in the 1) HI6 (or its equivalent) and 2) in the daily open time recordings currently referred to as AVRS – or its equivalent.



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## SECTION 17

### Furlough, Displacement and Recall

#### A. Reduction In Force (Headcount)

##### 1. Leaves In Lieu of Furlough

Prior to a reduction in force, the Company will notify the Union in advance of the reduction and the approximate number of Flight Attendants affected. The Company will, to the extent possible, make leaves of absence available to Flight Attendants prior to initiating any furloughs. Leaves granted under this subsection shall not result in the involuntary transfer of any Flight Attendant.

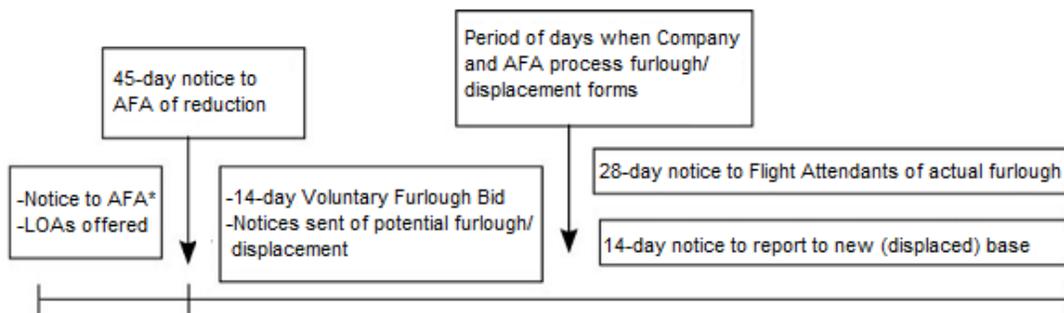
- a. Upon proper application to the Company, leaves of absence shall be granted in order of seniority at the specified base(s) for a period of not less than ninety (90) days and may be renewed in increments of not less than ninety (90) days. Leaves of absence, once granted, must be accepted by the Flight Attendant.
- b. The Company may cancel an awarded leave of absence granted under this provision; however, the company may request a Flight Attendant to return early from a leave and she/he may elect to do so.
- c. A Flight Attendant who has been granted such leave of absence shall file, in writing, her/his address with her/his Administrative Manager.
- d. Notice to cancel or request to return early from leaves of absence shall be sent by overnight mail return receipt requested to the last address on file with the Company and also may be made by positive contact via personal telephone call. The following timelines shall apply:
  - i. The Flight Attendant shall respond within ten (10) days of receipt of notice that she/he will either return to active service or remain on leave.
  - ii. If the Flight Attendant is returning to active service, the return date shall not be earlier than the 14th day after electing to return to active service.
  - iii. The Company shall make a reasonable effort to construct a line for a line holding Flight Attendant who clears for duty following the final bid award. If the Flight Attendant is a reserve, the prorated line shall consist of days off and days of reserve availability.



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- e. A Flight Attendant granted a leave of absence for this purpose shall continue to accrue Company, Classification, and Occupational Seniority for all purposes (pay, vacation, and sick leave) for the duration of the leave.
  - f. A Flight Attendant granted a leave under this provision may continue to participate in the Company's Group Life and Health Benefits Plan(s) as if she/he had remained in active service.
  - g. The number of leaves granted at a domicile shall be determined by the Company.
  - h. Priority will be given to leaves in lieu of furlough, other leave policies of the Company notwithstanding.
  - i. In addition to offering voluntary leaves of absence, the Company may offer reduced-guarantee lines of flying prior to initiating any furlough.
2. Furlough and Displacement due to a Reduction in Force
- a. No fewer than forty-five (45) days prior to a planned furlough, the Company will notify the AFA MEC President of the approximate number of Flight Attendants to be affected by the furlough and forward a list of Flight Attendants who may be subject to furlough.
  - b. In the event leaves in lieu of furlough fail to satisfy the need for reduction, Flight Attendants will first be offered voluntary furlough in seniority order at the domicile being reduced and then involuntarily furloughed in reverse order of seniority at the domicile being reduced. The notice of voluntary furlough must be posted for a minimum of fourteen (14) days. Notice of possible furlough/displacement will be sent out to Flight Attendants potentially affected by the furlough and may be concurrent with the notice to AFA and/or the offer of leaves in lieu of furlough, bids will be processed in the following order: leaves in lieu of furlough, voluntary furloughs, and displacements; involuntary furloughs will be processed last.
  - c. At the close of the Voluntary Furlough Bid, the Company, in concert with the MEC President or designee(s) will process all displacement forms in seniority order.
  - d. A Flight Attendant who is to be furloughed may displace the most junior Flight Attendant in any domicile provided she/he is senior to such Flight Attendant. A displaced Flight Attendant will receive notification at least fourteen (14) days prior to the date on which she/he is required to report to the new domicile. In the event that such Flight Attendant receives less than the 14-day notification specified in the above sentence, she/he will receive per diem and hotel expenses in accordance with Section 5 for the total number of required notification days not given.
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- i. Flight Attendants to be furloughed will be notified in writing at the last filed address. Flight Attendants will be given no fewer than twenty-eight (28) days' written notice of furlough, or twenty-eight (28) days' pay in lieu thereof, except in cases of emergency, Acts of God, or other causes beyond the control of the Company. Emergency for the purposes of this Section shall include such reasons as an Act of God, a national emergency, revocations of the Company's operating certificate(s), or grounding of a substantial number of the Company's aircraft, any strike or picketing causing a temporary cessation of work.
  - ii. A Flight Attendant on leave of absence whose seniority is such that she/he would have been furloughed had she/he not been on leave of absence shall be promptly notified that her/his status has been changed to that of a furloughed Flight Attendant and is entitled to all applicable rights of a furloughed Flight Attendant under this Agreement.
  - iii. If a Flight Attendant is subject to displacement while on a leave of absence, she/he can displace a more junior Flight Attendant "on paper" and it shall become effective upon her/his return to active status.
- e. A Flight Attendant furloughed by the Company will file her/his proper address(es) with the Company at the time of furlough. Any change in address must be supplied to the Company promptly, and the Company will provide such changes to the Association.



\* Notice to AFA and offer of leaves of absence may be concurrent with voluntary furlough bid and sending out of notice of potential furlough/displacement in A.2.a.

- f. Benefits
  - i. A furloughed Flight Attendant may continue her/his medical benefits for a period as specified under Consolidated Omnibus Budget Reconciliation Act ("COBRA").
  - ii. A furloughed Flight Attendant will continue to have pass benefits for a minimum of thirty (30) days or in accordance with Company policy, whichever is greater.



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- g. At her/his option, a Flight Attendant, with more than one (1) year of active service who is furloughed will be granted vacation pay for all unused and accrued vacation.
  - h. In the event a Flight Attendant is displaced out of her/his domicile she/he will be provided the same awarded vacation slot(s) in the new domicile.
  - i. At the completion of the furlough, the Company will notify the MEC President of the bases from/to which Flight Attendants were furloughed, transferred or assigned and forward a list of Flight Attendants affected by the furlough, transfer or assignment.
3. Recall from a Furlough due to a Reduction in Force
- a. A Flight Attendant who is furloughed and subsequently recalled will retain all forms of seniority during the furlough. She/he shall continue to accrue occupational seniority only during the furlough.
  - b. A Flight Attendant shall have recall rights for a period of five (5) years from the date of the furlough. A furloughed Flight Attendant shall be responsible for keeping the Company advised of her/his address.
  - c. Recall from furlough will be in seniority order. When initiating a recall, the Company shall notify furloughed Flight Attendants via overnight mail at the last address or telephone number on file with the Company and may also notify the Flight Attendant by personal telephone call. After delivery of such notice to the last address and/or telephone number on file, the Flight Attendant will be allowed a period of ten (10) days within which to notify the Company of her/his intent to return to work or bypass recall. The Company, in concert with the MEC President or designee(s), will process the recall/bypass bids in seniority order according to the preferences specified. A furloughed Flight Attendant who is recalled to active service will receive at least fourteen (14) days' notice of her/his report date after indicating her/his acceptance of recall.
  - d. A furloughed Flight Attendant who has completed probation may bypass recall to a domicile other than the one from which she/he was furloughed. A Flight Attendant accepting recall to a base other than the base from which she/he was furloughed will receive moving expenses as provided for in Section 6 of this Agreement.
  - e. A Flight Attendant recalled to the domicile from which furloughed may bypass recall to the extent that there is a more junior Flight Attendant on furlough from that domicile. However, if all Flight Attendants furloughed from that domicile have been recalled and additional vacancies exist at that base, Flight Attendants who have bypassed recall will no longer be eligible to bypass and their recall will be in inverse seniority order.
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- f. All recall results shall be posted on all Company bulletin boards in each crew room at each Flight Attendant domicile and on the Company website along with a copy provided to the Association.
- g. Should vacancies remain after the recall process described above, the Company may hire new Flight Attendants to fill the vacancies, provided that all Flight Attendants on furlough were offered recall and those remaining on furlough are those who have elected bypass.

**B. Realignment of Headcount with No Reduction in Force**

1. Prior to initiating a realignment of headcount, the Company will notify AFA. A realignment of headcount occurs when the Company's targeted operational staffing requirement at a specific domicile(s) would result in an overage equal to or exceeding twenty percent (20%) of Flight Attendants on the domicile seniority list. Such overage must be anticipated to last more than ninety (90) days and no reduction in total force anticipated.

Once the Company notifies AFA that the reduction is necessary, any voluntary leaves of absence, voluntary furloughs, base transfers, resignations and terminations shall all be counted toward the reduction. If, after properly invoking the provisions of this paragraph B., the Company reduces the targeted overage to less than twenty percent (20%) during the reduction process, it will, at that point, no longer be able to utilize the provisions of this paragraph B. for any additional reductions at the domicile(s). The status of those already displaced out of the domicile(s) prior to readjustment of the targeted percentage reduction will not change.

2. Flight Attendants at the affected domicile(s) shall be given notice of the effective date of the reduction no later than forty-five (45) days prior to that effective date.
  - a. Leaves per paragraph A.1. may be offered prior to initiating any realignment pursuant to this Section.
  - b. All Flight Attendants in a domicile(s) where an overage exists will first be offered the opportunity to bid on any vacancies which exist in any other domicile prior to voluntary base transfers.
  - c. The Company will inform all affected Flight Attendants that they may elect to be voluntary displaced out of the domicile(s) or they may elect voluntary furlough. Flight Attendants electing voluntary displacement shall be considered to have been involuntarily displaced for the purposes of this Agreement. Such requests shall be processed in seniority order.



- d. If the staffing imbalance is not remedied, the most junior Flight Attendant(s) equal to the amount of the remaining overage will be offered their choice of 1) involuntary displacement to a domicile where a vacancy exists or 2) voluntary furlough.
  - i. Example: An overage of ten (10) Flight Attendants exists at domicile "A". All Flight Attendant(s) in domicile "A" are offered the opportunity to bid on ten (10) open positions (which happen to exist in domicile "B"). Five (5) Flight Attendants in domicile "A" bid and are awarded the vacancies in domicile "B". The remaining five (5) most junior Flight Attendants in domicile "A" are offered their choice of involuntary displacement to domicile "B" or voluntary furlough.
- e. Should vacancies remain in domiciles other than the one(s) being reduced, after the transfer displacement process described above, the Company may hire new Flight Attendants to fill those vacancies.
- f. Once notice is given per B.2. above, all moves out of the domicile, whether voluntary or involuntary, where the overage exists will be considered involuntary for purposes of eligibility under this Agreement.
- g. For those Flight Attendants who accept voluntary furlough, standard furlough benefits apply in accordance with this Agreement. Such Flight Attendants will retain all forms of seniority and continue to accrue occupational seniority.
- h. Flight Attendants on a leave of absence at the time of a displacement will not be required to select either displacement to another domicile or voluntary furlough for the duration of the leave.
- i. Flight Attendants domiciled in San Juan who are on maternity leave of absence similarly will not be required to select either displacement to another domicile or voluntary furlough for the duration of the leave. By delaying the date upon which the election must be made, it is understood that these Flight Attendants will remain eligible for the Puerto Rican Maternity benefits as provided for in the Agreement.
- j. In the event a Flight Attendant voluntarily or involuntarily transfers out of a domicile with an overage under this provision after vacation awards, she/he will be provided the same vacation slot(s) in the new domicile.



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3. Recall from Voluntary Furlough due to a Realignment of Headcount
- a. Flight Attendants who opt for voluntary furlough will provide the Company with a list of domiciles to which they will accept recall in order of preference. Flight Attendants may amend their recall preferences at any time. However, the recall preference on file with the Company as of 1200 noon CT one (1) day prior to base transfer awards will be used for purposes of executing transfers/recall. As vacancies become available, those vacancies will be offered system-wide in seniority order to normal base transfers and voluntary furloughs.
  - b. If, within five (5) years, vacancies emerge in the domicile of the original displacement, those vacancies will be first offered to those voluntarily furloughed or displaced from that domicile in seniority order.
  - c. A Flight Attendant shall have recall rights for a period of five (5) years from the date of the furlough. A voluntarily furloughed Flight Attendant shall be responsible for keeping the Company advised of her/his address.
  - d. Recall from voluntary furlough will be in seniority order. A Flight Attendant will be notified by the Company via overnight mail, return receipt requested or via a positive contact personal telephone call of her/his recall with the Company. After delivery of such notice to the last address or telephone number on file with the Company, the Flight Attendant will be allowed a period of ten (10) days within which to notify the Company of her/his intent to return to work or bypass recall. A furloughed Flight Attendant who is recalled to active service will receive at least fourteen (14) days' notice of her/his report date after indicating her/his acceptance of recall.
  - e. A voluntarily furloughed Flight Attendant who has completed probation may bypass recall to a domicile other than the one from which she/he was furloughed. A Flight Attendant accepting recall to a base other than the base from which she/he was furloughed will receive moving expenses as provided for in Section 6 of this Agreement.
  - f. A Flight Attendant recalled to the domicile from which furloughed may bypass recall to the extent that there is a more junior Flight Attendant on furlough from that domicile. However, if all Flight Attendants furloughed from that domicile have been recalled and additional vacancies exist at that base, Flight Attendants who have bypassed recall will no longer be eligible to bypass and their recall will be in inverse seniority order.



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- g. Should vacancies remain after the transfer/recall process described above, the Company may hire new Flight Attendants to fill the vacancies.
  - h. All results of voluntary furloughs and recalls shall be posted on all Company bulletin boards in each crew room at each Flight Attendant domicile and on the Company website along with a copy provided to the Union.
  - i. At the end of five (5) years, Flight Attendants still on voluntary furlough will be processed in the following manner:
    - i. Step One: The Company will offer available positions in seniority order to all Flight Attendants remaining on voluntary furlough.
    - ii. Step Two: If Step One fails to fill all available positions, the available positions will be filled in inverse seniority order by any Flight Attendant(s) remaining on voluntary furlough.
    - iii. Step Three: If any Flight Attendant(s) remain(s) on voluntary furlough following Step Two, they will be provided the opportunity to bid in seniority order on any position system-wide which their seniority would hold.
    - iv. A Flight Attendant remaining on voluntary furlough at the end of five (5) years who fails to exercise any of the options listed in Steps One through Three, as noted above, will forfeit all recall rights.
    - v. Any Flight Attendants who must be furloughed as a result of voluntarily furloughed Flight Attendants returning to active status by using the steps listed in paragraph iii. will be involuntarily furloughed in accordance with paragraph A.2. & 3. of this Section.

**C. Base Closures**

In the event of a base closure, an affected Flight Attendant will be allowed to displace a more junior Flight Attendant at another base in accordance with Section 15.C. of this Agreement.



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## SECTION 18

### Leaves of Absence

#### A. Personal Leave

1. A Flight Attendant may, upon proper application to the Company, be granted a personal leave of absence of up to ninety (90) days. When such leaves are granted, the employee shall retain and continue to accrue all forms of seniority during such leaves.
2. Personal leaves of absence beyond ninety (90) days may be extended with the approval of the Company, up to a total of one (1) year. Occupational seniority will continue to accrue for the duration of the leave; however, a Flight Attendant will retain but not accrue Company and Classification seniority.
3. A Flight Attendant on a personal leave shall retain pass benefits in accordance with Company policy.
4. Personal Leaves shall be for a minimum duration of seven (7) consecutive days.

#### B. Funeral Leave/Bereavement Leave

A Flight Attendant will be given bereavement leave as stated below. The Flight Attendant will contact Flight Service management and specify the date she/he wants to commence the leave. For all paid leaves, the Flight Attendant will be paid and credited at her/his applicable hourly rate prescribed in Section 4 of this Agreement for pairings missed or three hours and forty-five minutes (3:45) per day of Reserve duty.

1. Immediate Family
  - a. In the case of death of an immediate family member, a Flight Attendant will be allowed time off for up to five (5) days which do not have to be consecutive. Three (3) such days will be paid. The Flight Attendant may elect which of the three (3) days will be paid and must notify the Company of such paid days no later than the 5th of the following month, and such days do not have to be consecutive. A line holding Flight Attendant will be credited with **pairings** missed (less the value of legs into or returning from an overnight falling outside of the three (3) compensated days) and a reserve Flight Attendant will be credited with three hours and forty-five minutes (3:45) per day. The five (5) days off shall be used in conjunction with the funeral, memorial service, or settling of the estate, which includes preparing property for sale and moving effects.



- b. Immediate family for the purpose of paragraph B.1.a. above is defined as: spouse, domestic partner, son and daughter (natural, step, foster), mother and father (natural, step or in-law), sister and brother (natural, step), parent or child of domestic partner, grandmother, grandfather, grandchild, legal guardian, as well as any relative who is a resident of the household.
  - c. Should "Immediate Family" under Company policy be amended to include individuals other than those specified in paragraph B.1.b. above, such individuals will also be included under the provisions of B.1.
2. Other Relatives and Friends - In the event of death of a close relative or friend (e.g., brother-in-law, sister-in-law, aunt, uncle) other than those listed above, a Flight Attendant will be granted, upon request, three (3) days of unpaid leave. Such days do not need to be consecutive. The three (3) days off shall be used in conjunction with the funeral, memorial service, or settling of the estate, which includes preparing property for sale and moving effects.
  3. In the event that a Flight Attendant requires more time off due to bereavement than is afforded by this Section, she/he may, at her/his option:
    - a. Request a personal leave of absence from her/his Flight Service Manager. Such request will be given the utmost consideration and a decision will be made within twenty-four (24) hours; and/or
    - b. Request to move her/his previously scheduled vacation to the period immediately following the bereavement leave; and/or
    - c. Utilize other provisions afforded under this Agreement, as appropriate.

### **C. Jury Duty/Witness Leave**

1. A Flight Attendant who is required to serve on jury duty will, for pay purposes, be credited with pairings missed at her/his applicable hourly rate of pay as specified in Section 4 of this Agreement, or if on reserve, will be credited with three hours and forty-five minutes (3:45) at her/his applicable hourly rate of pay as specified in Section 4 of this Agreement per day of reserve duty. A Flight Attendant on jury duty will be released from duty for the entire day.
2. A Flight Attendant will for pay purposes be credited for witness duty as in C.1., when appearance is at the request of the Company; or when such appearance, in response to a subpoena, is directly related to Company business, or as a witness in litigation brought by federal, state or local government, provided such litigation is not brought by, or on behalf of the Flight Attendant.



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3. If a Flight Attendant must appear in court she/he shall be granted unpaid leave in order to appear in court upon submission of appropriate documentation prior to the appearance date.

**D. Medical Leave**

1. Medical leaves will be approved for Flight Attendants when they are unable to perform their duties as a Flight Attendant. Such leave will be approved when medical verification is provided for the duration of the illness/injury which prohibits the Flight Attendant from returning to her/his position. **[SL-BBB]**

**a. Medical Leave Recertification – For Diagnoses of a Non-Terminal Nature**

- i. If the doctor's note provided by the Flight Attendant does not contain an anticipated duration for the leave, the Company may require recertification every ninety (90) calendar days.
- ii. If the doctor's note provided by the Flight Attendant has an initial anticipated duration of less than one hundred eighty (180) calendar days, the Company may not require recertification unless the anticipated duration is later extended beyond one hundred eighty (180) calendar days, in which case paragraph iii, below, shall apply.
- iii. If the doctor's note provided by the Flight Attendant has an initial anticipated duration of more than one hundred eighty (180) calendar days, the Company may require recertification after one hundred eighty (180) calendar days and every six (6) months thereafter.

**b. Medical Leave Recertification – For Diagnoses of a Terminal Nature**

- i. In the event that a physician diagnoses a Flight Attendant as having a disease that the doctor believes is terminal, the Flight Attendant shall not have to provide any subsequent recertification, unless the Flight Attendant is subsequently able to return to work.



2. A Flight Attendant will not be required to exhaust her/his sick leave bank before going on Medical Leave except where prohibited by law. However, the optional Short-Term and Long-Term Disability plans may require a Flight Attendant to exhaust her/his sick leave bank before being eligible for those benefits. A Flight Attendant will, upon proper application, be placed on Medical Leave when her/his sick leave bank has been exhausted.
3. A Flight Attendant who requests treatment for a mental health problem or substance abuse problem, prior to notification of testing for random or reasonable cause, may at her/his request be placed on a medical leave for the duration of the treatment program.
4. A Flight Attendant will retain and continue to accrue all forms of seniority while on a medical leave of absence.
5. Medical leaves may not exceed five (5) years in duration. If a Flight Attendant is cleared back to active status and subsequently goes back out on a medical leave, the five-year clock starts anew.
6. A Flight Attendant on an authorized medical leave of absence will be allowed to travel on Company passes to medical appointments and otherwise as consistent with the Company pass travel policy.
7. A Flight Attendant who goes out on a medical leave of absence will be eligible to continue health insurance at the active employee rate for a maximum of twelve (12) months. If she/he comes back to active status and subsequently goes out on a leave again for a different medical reason, the 12-month clock for active employee status insurance benefit eligibility starts anew. If she/he comes back to active status and subsequently goes out on a leave again for the same reason, she/he must have been in an inactive status for a minimum of ninety (90) days before the 12-month clock for active employee insurance benefit eligibility starts anew.

#### **E. Injury-on-Duty**

A Flight Attendant who has suffered an occupational injury on duty (IOD) shall be governed by the provisions of Section 35 of this Agreement.

#### **F. Maternity Leave**

1. Maternity leave and benefits shall be granted in accordance with Company policy and applicable law and shall not be less beneficial than the terms outlined in this Agreement. The Company will notify the Association of proposed material change(s) to the policy. No material change(s) will be implemented until agreed to by the Company and the Association.
2. A Flight Attendant shall retain and continue to accrue all forms of seniority during a maternity leave of absence.



3. Upon notification by a Flight Attendant to the Company of pregnancy, she shall be provided with a copy of the Flight Attendant maternity leave policy.
4. At the conclusion of a maternity leave, a personal leave may be approved for an initial period not to exceed ninety (90) days. A personal leave may be extended for an additional ninety (90) days, but no further extensions will be permitted. Personal leaves will be in accordance with paragraph A. of this Section.
5. A Flight Attendant utilizing maternity leave may substitute any accrued and unused sick leave and vacation time for any portion of unpaid maternity leave. A Flight Attendant on such paid leave shall be considered on active status.

#### **G. Family Leave Act**

1. A Flight Attendant will be granted FMLA leave in accordance with applicable law and Company policy and additionally, FMLA Leave will apply for domestic partners in the same manner as for spouses. The Company will notify the Association of material changes to the policy.
2. A Flight Attendant on FMLA leave will retain and continue to accrue all forms of seniority while on such leave.
3. Any state FMLA statutes that provide more favorable FMLA provisions than the federal statute shall apply to Flight Attendants in accordance with applicable state law.
4. Intermittent FMLA leave will only be applied to days of work.
5. A Flight Attendant on block FMLA Leave will have the ability to paper-bid if the leave will be paid leave.
6. Converting FMLA to VF for pay purposes: A Flight Attendant may apply a day of the current year's earned, but unused vacation or accrued vacation for the next year to an FMLA day(s) in order to receive pay. She/he must notify Pay Comp by the 5th of the following month in order that payroll may process the change.
7. A Flight Attendant shall not be required to deplete her/his accrued vacation prior to commencing an unpaid FMLA Leave of Absence.
8. Converting FMLA to SF for pay purposes: A Flight Attendant may apply available sick leave to an FMLA day(s) in order to receive pay. She/he must notify Pay Comp by the 5th of the following month in order that payroll may process the change.



## H. Educational Leave

1. A non-probationary Flight Attendant may, upon proper application to the Company, be approved for an educational leave of absence not to exceed two (2) years. She/he will continue to accrue Occupational seniority for the duration of the leave; however, she/he will retain, but not accrue Classification and Company seniority.
2. Educational leaves will be in accordance with Company policy. A Flight Attendant who gives the Company thirty (30) days' notice may be allowed to return to flight status at any time during such leave. An educational leave will not be canceled by the Company except in an emergency.
3. A Flight Attendant on educational leave shall be required to submit verification of enrollment and completion of course work at an accredited school, college or university within seven (7) days after registration or course completion.
4. Flight Attendant requests for an educational leave will normally be granted prior to voluntary or involuntary furloughs.

## I. Military Leave

1. A Flight Attendant will be granted a Military leave of absence in accordance with federal law.
2. A Flight Attendant in the Military reserves serving guard and duty reserve to fulfill the minimum requirements will be released from days of work during the days of the actual training/duty and, if requested and necessary, any required travel days.

## J. General

1. Unless otherwise specified, a Flight Attendant on a leave of absence will retain and continue to accrue all forms of seniority.
2. Prior to offering or implementing any type of leave not specified in this Section, the Company will notify the MEC President and allow her/him to offer input.
3. No leave taken pursuant to this Section will count as an attendance occurrence or otherwise be used in any way as the basis for discipline against a Flight Attendant, unless it is subsequently determined that the Flight Attendant falsified or misrepresented any information in relation to such leave.
4. Insurance provisions for Flight Attendants on Leave of Absence are outlined in Section 20 of this Agreement.



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5. A Flight Attendant on any leave who does not qualify for “active employee” health insurance benefits may maintain the Group Health Benefits in which she/he is currently enrolled as an active employee and pay 100% of the full cost; or enroll for continuation coverage under COBRA; or elect to drop coverage for the duration of the leave.
  6. A Flight Attendant returning from a leave of absence will be returned to duty and pay status no later than two (2) weeks from the date that all required information has been submitted to the Company. The two-week time period begins with the submission of all required information per the Company's initial request.
  7. A Flight Attendant returning from any leave whose qualification has lapsed, shall be offered training in a timely manner; however, the provisions of 6. above shall apply.
    - a. **A Flight Attendant who is offered a training date for which she/he is legal and available within the two-week period, but declines to attend such training, choosing instead to attend training following the two-week period, is deemed to have waived the reinstatement to paid status until such time as she/he actually begins training. [SL-H]**
  8. A Flight Attendant on any leave of absence may substitute accrued and unused vacation time for any unpaid portion of the leave. A Flight Attendant on such paid status shall be considered to be on active status.
  9. The Association will be provided, on a monthly basis, the names of Flight Attendants on furlough, leaves of absence and Flight Attendants on temporary or special assignments for a full month, including the date the Flight Attendant went off the line and her/his return date.

**K. Return to Active Status in Full or Partial Month**

1. If available for less than the full bid period, the number of minimum days off will be prorated based upon the numbers of days available per the chart (A) found in Section 8.B. and the Flight Attendant will receive a “soft” credit in accordance with the chart (A) found in Section 8.B. for each day of unpaid leave for purposes of bidding only; e.g., a Flight Attendant returning from maternity leave mid-month.



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## SECTION 19

### Training

- A. The Company will publish the recurrent training dates and list of Flight Attendants required to attend training on the Flight Service Web Site two (2) months prior to the applicable training month [i.e. in March the Flight Service Web Site will include May training dates available for bid and names and priority (i.e. base, grace, or early month) of eligible Flight Attendants]. Training dates will be awarded in seniority order to Flight Attendants in the order of her/his training month priority: 1. Base Month; 2. Grace Month; 3. Early Month and will follow the schedule below.
1. Publish **and open** training dates on the Flight Service Web Site two (2) months prior to the training month **no later than the first at 1200 noon CT.**
  2. Close the bids: **1st** of the month **prior to the training month** by 1200 noon CT.
  3. Bids awarded: no later than the **4th** of the month **prior to the training month** by 1200 noon CT.

Example for a February Training Event:

- December 1st: Training Dates are published and opened on the Flight Service Web site.
  - January 1st: by 1200 noon CT Bids Close for Training.
  - January 4th: by 1200 noon CT Training Dates are awarded.
- B. If a Flight Attendant fails to submit a bid prior to the monthly training bid closing time or fails to indicate training preferences on the bid, she/he will be assigned training dates. Likewise, any Flight Attendant who fails to attend scheduled training will be assigned alternate training dates by the Company. A Flight Attendant who is assigned training may request a change of training dates so long as the request is received by the bid line closing of the month prior to the training month. If class space is available, the Company will grant such request.
- C. For each day in training a Flight Attendant will be paid three hours and forty-five minutes (3:45), at her/his applicable hourly rate as specified in Section 4.A.1. of this Agreement. It is understood for Flight Attendants holding a line of CDOs the time removed will be paid and credited the greater of VOD or pairings missed.
- D. In order to prepare for recurrent training, a Flight Attendant may, when submitting a training date bid, at her/his option indicate to have a day free from duty immediately preceding the first day of recurrent training or travel day, if applicable. Such day free from duty will be unpaid and not count towards the Flight Attendant's minimum days off.



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- E. A Flight Attendant who attends training on a day off will be paid and credited with three hours and forty-five minutes (3:45) in addition to her/his guarantee.
- F. A Flight Attendant on a reduced line guarantee may, at her/his option, attend training during the portion of the month in which no flying is scheduled.
- G. A Flight Attendant required to attend training out of domicile will be provided with positive space transportation to and from training over the AAG North American system from the Flight Attendant's domicile or airport of residence. Additionally, commuter Flight Attendants will be afforded positive space transportation in the same manner to attend training in their domicile.
- H. Training Hotels and Per diem
1. A Flight Attendant who is required to leave her/his domicile for training will be provided hotel accommodations if the training is scheduled for more than one (1) day. A Flight Attendant who is required to leave her/his domicile for training and is scheduled to arrive the night prior in order to attend training the next day (of one (1) or more days), the Flight Attendant will be provided hotel accommodations for that night. The Flight Attendant will be paid per diem from the time she/he is required to report at her/his domicile until her/his return to domicile.
    - a. A commuter Flight Attendant traveling for training from and to her/his airport of residence will be paid per diem from the time she/he would have been scheduled to report at her/his domicile until she/he would have been scheduled to return to domicile.
    - b. **If a commuter Flight Attendant misses her/his last flight from training to the airport of residence on a calendar day due to an activity or action inspired or caused by the Company, the Flight Attendant will be provided hotel accommodations for that night. [SL-XX]**
    - c. **At the Flight Attendant's discretion, a commuter Flight Attendant who is based other than DFW, will be permitted to utilize one of her/his four (4) allotted commuter hotel rooms as described in Section 34 of this Agreement, for the purpose of lodging the night prior and/or after a training event.**
  2. A Flight Attendant who is not required to leave her/his domicile for training will receive per diem for each hour, or fraction thereof, of scheduled Company-provided training.
  3. A Flight Attendant who attends training in domicile of more than three (3) days will be provided with a hotel room per 34.A.1. The Flight Attendant will be paid per diem from the time she/he is required to report for training until the conclusion of training.
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- 4. At the Flight Attendant's request, the Company will provide, at no expense to the Flight Attendant, comfortable and adequate single occupancy lodging in a suitable location for a DFW-based Flight Attendant who does not have a residence within fifty (50) miles (based on AAA mileage) of the Envoy Training Center when she/he is required to overnight in DFW while attending a training event (e.g. CQ training). Hotels must conform to Section 34 of this Agreement. [SL-KK]**
- I. A Flight Attendant shall not be required to return from vacation or leave of absence for any training. A Flight Attendant voluntarily returning for training will be paid in accordance with the provisions of this Agreement.
- J. The Company shall provide at least ten (10) hours of rest after each day of training, which can be reduced to nine (9) hours rest after the last day of training. The Company will comply with maximum duty periods stated in this Agreement while a Flight Attendant attends training. A Flight Attendant shall be considered on duty while attending training and for the scheduled travel time to training from domicile and the later of the scheduled or actual, travel time from training back to domicile. For the purposes of this paragraph, rest will be based on the first scheduled available flight to domicile following training that the Flight Attendant would reasonably be able to depart on given travel and check-in time allowances. However, if the Company assigns the Flight Attendant to a later flight; duty time shall be based upon that flight.
1. A Flight Attendant may waive in PBS to FAR + 45 minutes for rest following a training event.
- K. All training will be conducted in accordance with the policies and procedures of the In-Flight Department. Upon request, the Company will meet with the Association Flight Attendant Training Committee to discuss policies and procedures.
- L. Flight Attendants attending training will receive one (1) ten-minute (:10) break for every two (2) hours of scheduled training and a one (1) hour meal period for training in excess of six (6) hours. If the scheduled training period transits two (2) traditional meal periods, the Company will schedule two (2) thirty-five-minute (:35) meal periods in lieu of the one (1) hour meal period. Such thirty-five-minute (:35) meal periods will be scheduled in conjunction with the ten-minute (:10) break described above to create two (2) forty-five-minute (:45) meal periods. In addition, the Company will ensure that the meal period(s) described commence at a time consistent with the operational hours of the cafeteria.
- M. The Company will not schedule training between the hours of 2100 Local and 0600 Local time with the exception of the introduction of new aircraft type(s), while awaiting delivery of a cabin trainer.
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- N. In the event that distance learning training (e.g., computer-based, home-study booklet, E-learning, etc.) is incorporated into the Flight Attendant training requirements, the Flight Attendant will be credited in the following manner:
1. A panel of four (4) Flight Attendants will be established to complete the distance learning course. The Union and the Company will each select two (2) participants to be on the panel. None of the Flight Attendants selected will have been involved in the development of the training. The Flight Attendants on the panel will be paid in accordance with Section 4.I. The average time of all four (4) Flight Attendants to complete the training will determine the official assigned value of the training.
  2. Each Flight Attendant completing the distance learning will be credited with fifty percent (50%) of the assigned value at her/his applicable hourly rate in accordance with Section 4.A.1. **and paid above the minimum guarantee in accordance with Section 4 of this Agreement.**
  3. In no event will a Flight Attendant be credited with fewer than thirty minutes (:30) for each distance learning training course completed.
- O. For training other than recurrent training and new equipment training (which is provided for in Section 1.E.), the Company may offer such training for bid in accordance with Paragraph A. above or may allow Flight Attendants to sign up for such training voluntarily on a first-come, first-serve basis. In either case, a Flight Attendant may request a change of training dates and/or classes in accordance with Paragraph B. above. Additionally, Flight Attendants may swap training dates and/or classes with each other, so long as such swap does not create a legality conflict.
- P. With the exception of new hire training, no Company-required training shall be held on December 24th, 25th, 31st and January 1st.
- Q. Training Failures**
1. If a Flight Attendant does not successfully complete a training event, the Flight Attendant shall be placed in the next available training event, but no later than seven (7) days from the date of incompleteness. However, if the Flight Attendant has scheduled vacation that conflicts with the new training date, she/he shall be placed in the training event that occurs immediately after the vacation.
  2. If no training event is scheduled within the time limits as described above, the Company shall offer the Flight Attendant Special Assignment work in her/his domicile until the next training event is scheduled. If the Flight Attendant elects to decline the offer of Special Assignment she/he will forgo the pay credit. Alternatively, a Flight Attendant may elect to decline the offer of Special Assignment and substitute unused paid vacation.
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**R. Familiarization/Differences Training**

1. The Company may require Flight Attendants to attend special familiarization/differences training (e.g., new fire extinguisher, new oxygen mask for Embraer aircraft) at domicile not to exceed fifteen minutes (:15) and three (3) times per year (rolling 12-month period). Such training will be accomplished immediately prior to or immediately after a pairing or during a scheduled break and will be unpaid.



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## SECTION 20

### Retirement, Insurance and Benefits Qualifications

#### A. Insurance

1. Flight Attendants shall receive the insurance programs and benefits implemented by AAG for Envoy Air carrier employees and their eligible dependents.
2. In the event that any new or improved insurance benefit(s) are provided to any other AAG Envoy Air employee, said benefit(s) will be made available under the same terms and conditions to the Flight Attendants.
3. The Company will meet with the Association to review the basis for proposed cost allocation for the new benefit year, and will share the data and the calculations used by the Company to determine the next year's employee benefits contribution. Such meeting will occur before the new benefit plan costs are announced.

#### B. Retirement

Flight Attendants will be eligible to participate in the Company 401(k) Plan, or equivalent type plan, (hereinafter referred to as the "Plan") in effect on the date of ratification of this Agreement. Such Plan shall remain in effect and the benefit levels shall not be reduced during the term of this Agreement. However, the provisions of such Plan may be modified from time to time to comply with applicable Federal law; and may also be amended at the Company's discretion, provided no discretionary amendment shall reduce benefit levels during the term of this Agreement. The Company will match each eligible Flight Attendant's pre-tax contribution to the 401(k) Plan, based on length of service, as follows:

Years of Service	Company Match Of Flight Attendant Eligible Earnings
1 - 9	54% of up to 6% for a maximum of 3.25%
10+	61% of up to 7% for a maximum of 4.25%



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**C. Benefits Qualifications**

1. Unless otherwise provided for, Flight Attendants shall be required to meet certain annual hourly thresholds of paid credit hours in the current year in order to accrue benefits for the following year. Newly hired flight attendants with less than a full year of seniority within the qualifying period of accrual (July 1st through June 30th) will receive benefits in accordance with the pro-ration chart in Section **20.C.2.b** except for eligibility in the Company's health and welfare plans which shall commence immediately upon their status into that of active service.
  - a. Benefits: shall mean vacation accrual, sick leave accrual, uniform **allowance** accrual, and the Company's health and welfare plans.
  - b. Credit hours: shall mean all compensation paid to a Flight Attendant as expressed in terms of hourly pay. Examples of this include, but are not limited to: block hours, guarantee pay, vacation pay, sick pay, paid union leave, paid leave, pay-withheld status, training pay, special assignment pay, premium pay, etc.
  - c. Unless otherwise specified in this Agreement, the period of accrual shall be the period from January 1, 2013 to June 30, 2013 for benefits eligibility commencing January 1, 2014 and the credited hours shall be prorated using the table in Section **20.C.2.b** below. For all subsequent years the period of accrual for **uniform allowance, sick leave accrual and vacation accrual** shall be the period from July 1st through June 30th for benefits eligibility for the following year. **For the purpose of health and welfare benefits only, the accrual period will be from October 3rd to October 2nd of the following year, in compliance with the Affordable Care Act.**
2. In order to be eligible for benefits, as set forth in the above paragraph, for the following year, a Flight Attendant must earn pay credit hours pursuant to paragraph C.1.c. above, in accordance with the following schedule:
  - a. Any Flight Attendant who receives pay credit of 540 hours or more will not experience any reduction in benefits or benefits accrual.
  - b. Any Flight Attendant who receives pay credit of at least 350 hours, but less than 540 hours will receive partial benefits as outlined in the table below.



**Benefit Proration Chart**

	<b>0-349 Pay Credit Hours</b>	<b>350-539 Pay Credit Hours</b>	<b>540+ Pay Credit Hours</b>
<u>Sick Accrual - Less Than 5 Years</u>	<u>None</u>	<u>1 hour 45 minutes per month</u>	<u>3 hours 30 minutes per month</u>
<u>Sick Accrual - More Than 5 Years</u>	<u>None</u>	<u>2 hours per month</u>	<u>4 hours per month</u>
<u>Health Benefit Participation</u>	<u>None</u>	<u>At Part-time Rate</u>	<u>At Full-time Rate</u>
<u>Vacation Accrual</u>	<u>None</u>	<u>1/2 of Full-time Accrual per 10.A.1.</u>  <u>Pre-PBS</u>  <u>1/2 week = 3 Consecutive Days</u>  <u>Post-PBS</u>  <u>1/2 week = 4 Consecutive Days</u>	<u>Full-time Accrual Per 10.A.1.</u>
<u>Uniform Cash Value</u>	<u>None</u>	<u>\$125.00 Dollars</u>	<u>\$250.00 Dollars</u>

3. Health and Welfare Benefits

- a. A Flight Attendant who goes out on an IOD or Medical Leave of Absence will be eligible to continue health insurance at the active-employee rate for a maximum of twelve (12) months. If she/he comes back to active status and subsequently goes out on a leave again for a different medical reason, the 12-month clock for active-employee status insurance benefit eligibility starts anew. If she/he comes back to active status and subsequently goes out on a leave again for the same reason, she/he must have been in active status for a minimum of ninety (90) days before the 12-month clock for active-employee insurance benefit eligibility starts anew.



- b. Once a Flight Attendant returns to active status from a Leave of Absence, she/he shall continue/resume medical insurance benefits on an active-status basis until the new plan year. In order to determine the entitlement to future benefits, the Flight Attendant's eligibility shall be determined on a prorated basis for the months remaining in the "period of accrual" defined in C.1.c. above, and as outlined in the table below.

<b>LOA Benefit Chart</b>		
<b>Number of Months</b>	<b>Qualifying Hours for Full Benefits</b>	<b>Qualifying Hours for Partial Benefits</b>
1	45	29:10
2	90	58:20
3	135	87:30
4	180	116:40
5	225	145:50
6	270	175:00
7	315	204:10
8	360	223:20
9	405	262:30
10	450	291:40
11	495	320:50



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## SECTION 21

### Grievance Procedure

- A. A grievance is a dispute between the parties under the terms of this Agreement. It must be filed in writing with the Operational Vice President or her/his designee. Failure to file a grievance in writing within the limits specified constitutes a waiver of the grievance.
- B. The Union MEC President or a Flight Attendant(s) who has a grievance will be granted a hearing provided she/he files a grievance with a request for hearing with the Vice President of Flight Service or her/his designee with a copy to the Union within ten (10) business days of the date upon which discipline or discharge is based or within thirty (30) days of the time the Flight Attendant(s) became aware or should have become aware of the event giving rise to the grievance. Grievances may be filed in writing, or electronically by email, to the Vice President of Flight Service or her/his designee followed by a copy in writing via certified mail. The following steps will then be taken:
- Step 1: The hearing will be held within ten (10) business days of the earlier of the date that the electronic or written request is received by the Vice President of Flight Service or her/his designee. Electronic receipt will be acknowledged by a return email. The aggrieved Flight Attendant(s) will be given at least three (3) business days' written notice of the time and date for such hearing.
- Step 2: Within ten (10) business days following the completion of the hearing, the Company will issue its decision in writing. If the decision of the Company is not satisfactory, it may be appealed by the Union to the System Board of Adjustment by filing a written notice of appeal with the Board within thirty (30) days after receipt by the aggrieved Flight Attendant(s) of the Company's decision.
- C. The grievant is entitled to have a Union Representative present at any step of the grievance procedure.
- D. Copies of all notices and decisions shall be mailed to the Union Legal Department and the Union Grievance Representative.
- E. Time limits in this Section may be extended by mutual agreement of the parties.



**F. Exoneration**

1. If, as a result of any hearing or appeal, as provided herein, a Flight Attendant is exonerated, she or he, if held out of service, will be reinstated without any loss of all forms of seniority and shall be paid for such time loss in an amount which would have ordinarily been earned had she or he continued in service during such period.
2. If, as a result of any hearing or appeal, as provided herein, the Flight Attendant shall be exonerated, the personnel records shall be cleared of the charges.

**G. Settlement Process**

1. Nothing herein shall prevent Company and Union representatives from intervening at any step of the grievance procedure in an effort to seek a resolution.
2. There will be a quarterly meeting between designated representatives of the Company and designated representatives of the Union, to review cases which are pending appeal to the System Board of Adjustment. The purpose of this meeting will be to attempt resolution of those pending cases prior to appeal to the Board.



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## SECTION 22

### System Board of Adjustment

- A. In compliance with Section 204, Title II, of the Railway Labor Act, as amended, a System Board of Adjustment is established for the purpose of adjusting disputes or grievances arising under the terms of this Agreement. Such Board shall be known as the Envoy Air Inc., Flight Attendant System Board of Adjustment.
- B. The Board shall be comprised of three (3) members, one (1) selected by the Union, one (1) selected by the Company and a third neutral party. The three (3) member Board shall hear all disputes properly presented to it in accordance with this Section.
- C. Each party shall advise the other, in writing, of the name of its representative and such designation shall continue in effect until successors are appointed. Either party shall have the right to change its representatives periodically, provided that written notification of such representative for any particular dispute must be made prior to the start of the scheduled hearing. The Board will meet within sixty (60) days of the submission of any case or on request of either party to consider any case. Upon request of either party, the time limits may be waived.
- D. Whenever a three (3) member Board shall be required, the parties will promptly attempt to agree on a neutral member to sit on the Board. If the parties are unable to agree on a neutral, either party may promptly request the National Mediation Board to provide a list of seven (7) neutrals. The parties shall select one (1) neutral to serve as the third neutral member of the Board from the list submitted by the National Mediation Board. The parties will choose the neutral within thirty (30) calendar days by alternatively striking names from the list until one (1) name remains who will be designated as the neutral member. The party to strike first will be alternated each time a neutral is selected to sit with the System Board. The neutral member of the Board will preside at the hearings of the Board and will be designated as Chairperson. If the parties mutually agree, the neutral member may sit and decide any dispute without the assistance of the Company and Union-appointed Board members. The Board shall convene at the earliest opportunity after appointment of the neutral member.
- E. The Board will have jurisdiction over grievances filed pursuant to the terms of this Agreement. The Board will not have any power to alter or amend the provisions of this Agreement.
- F. The Board will consider any grievance properly submitted to it by the Union or the Company when such grievance has not been previously settled in accordance with the terms provided in this Agreement.



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- G. The Board, as comprised with the neutral member sitting as the Chairperson of the Board, shall meet with the purpose of hearing and deciding the case to be determined. The Board will render its decision in writing as promptly as possible. A majority vote of three (3) Board members, or the neutral when she/he sits alone, shall be sufficient to make a decision which shall be final and binding and conclusive on the Company and the Union.
- H. The expenses and reasonable compensation of the neutral member and stenographic services will be borne equally by the parties. The parties may mutually agree to forego stenographic services if they are not required. Each of the parties will assume the compensation, travel expense and other expenses of the Board members selected by it and the witnesses called by it. Insofar as space is available and to the extent permitted by law, grievant(s), witness(es) and representative(s) who are employees of the Company shall receive positive space transportation, consistent with the Company business pass travel policy, for traveling to and from the location of the arbitration hearing.
- I. All submissions of disputes referred to the Board shall be addressed to the Board with one (1) copy to the Company and the Union. One (1) copy of the submission shall be submitted to the neutral third member. Each such submission shall show:
1. Question or questions at issue;
  2. Statement of facts;
  3. Position of the Union;
  4. Position of the Company.
- J. 1. The Company and Union may be represented by such person or persons as they may choose and designate. Evidence may be presented either orally or in writing, or both. All witnesses testifying orally or by deposition shall do so under oath.
2. The Board, may, by majority vote, or at the request of either the Union Representative or the Company Representatives thereon, summon any witnesses employed by the Company who may be deemed necessary to the dispute, provided such summons does not unnecessarily interfere with the operations of the Company.
- K. 1. Each and every Board member shall be free to discharge her/his duty in an independent manner without fear that her/his individual relations with the Company, the Union or with employees may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board member.
2. Each witness summoned by the Board or called by either party shall be free from retaliation or adverse action by either the Union or the Company because of her/his giving testimony in good faith.



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**L. Grievance Mediation**

Once a grievance has been forwarded to the System Board level in accordance with the provisions of this Agreement, the parties may mutually agree to engage in mediation prior to convening a three-member Board. Notwithstanding such an agreement, the parties will still meet to determine the neutral Board member in accordance with sub-section D. above in order to avoid a delay and a final resolution, should mediation not be successful. If the parties mutually agree to engage in mediation, the time limits set forth in sub-section C. above determining the date by which a Board meeting must take place shall be deemed to begin upon the conclusion of the mediation process or the withdrawal of one or both parties from the process.

1. A one time training session for the mediation participants will be conducted by the National Mediation Board and will be held on a mutually agreeable date at a location selected by the National Mediation Board. Thereafter, mediation proceedings conducted pursuant to paragraph L. will be held in the city where the general offices of the Company are located, at a mutually agreeable site.
2. Mediators will be provided by the National Mediation Board pursuant to a process agreed upon by the parties. The parties may, however, mutually agree to use the services of a private Mediator rather than those of one provided for by the National Mediation Board. In such cases, the fees and expenses, including the cost of any conference facilities or materials, will be shared equally between the parties. Each party shall bear the expenses of its participants in the mediation process.
3. Mediation shall be scheduled for the second week of February, May, August, and November. In the event that there are no cases pending for mediation twenty-one (21) calendar days prior to the scheduled mediation session, the parties shall notify the scheduled Mediator that the session is being cancelled.
4. Cases will be scheduled for mediation conference in the quarter in which they are submitted or in the ensuing quarter. In the event the cases cannot be scheduled during the available dates or in the ensuing quarter, additional dates will be secured to accommodate the cases.
5. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The presentation of evidence is not limited to that presented at any previous step of the grievance procedure. The rules of evidence will not apply and no transcript of the Mediation Conference shall be made.



6. The grievant(s) and her/his Union Representative(s) will have the right to be present during the mediation proceedings. Other attendees will include those individuals needed to present the parties' position and reach agreement with authority to bind their respective party. Non-participating observers will not be admitted except by mutual agreement of the parties.
7. The Company and the Association shall each appoint a spokesperson who may be an attorney, for the Mediation Conference.
8. The mediation process is informal. The Mediator has the authority to meet both jointly and separately with the parties; however, the Mediator has no authority to compel resolution of the grievance.
9. The record of the mediation shall be closed and inadmissible in any subsequent proceeding unless a written settlement is reached. In which case the record shall be admissible solely to interpret, enforce, or apply the settlement, if necessary.
10. By mutual agreement, the parties may request the Mediator to give them an oral advisory opinion.
11. Written material presented to the Mediator or the other party shall be returned to the party presenting the material at the termination of the Mediation Conference.
12. In the event that a grievance that had been the subject of a Mediation Conference is subsequently heard before the System Board of Adjustment, the Mediator may not serve as the neutral Board Member of the System Board, nor may she/he be called as a witness by either party in the Board's proceedings. During the System Board proceedings on such grievance, no reference will be made to the fact that the grievance was the subject of a Mediation Conference; nor will there be any reference to statements made, documents provided, or actions taken by either the Mediator or participants during the course of a Mediation Conference, unless the party offering such statements, documents or actions would have had access or entitlement to them outside the Mediation Conference.
13. By agreeing to schedule a Mediation Conference, the parties are not waiving any procedural argument(s) that they have regarding the case. Both the Company and the Association reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such Conference.



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14. All parties involved in the mediation conference, including the Mediator, shall be barred from disseminating information surrounding the Conference and/or individual grievances to the public, the media or like sources for the duration of the mediation process. Nothing in this Agreement, however, bars either side from disseminating general information regarding scheduling and outcome of a mediation during the mediation process.
  15. The scheduling of hearings and meetings will be coordinated between the parties.

**M. Document Exchange**

No later than fifteen (15) days prior to the day a case is scheduled for hearing by the System Board, the representatives designated by the parties will exchange all documents they intend to enter as exhibits in support of their respective positions and a written list of those witnesses who they deem necessary for the hearing. Representatives of either party will not be restricted from entering documents or summoning witnesses who become known subsequent to the 15-day exchange provided timely notice is given to the opposing party.



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## SECTION 23

### Union Security and Dues Check-Off

#### A. Agency Shop

Each Flight Attendant covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union, shall be required to, as a condition of continued employment, **within sixty (60) days following the beginning of her/his employment or as provided for the Union's Constitution, whichever is later, pay the Union each month a service charge as a contribution for the administration of this Agreement and the representation of such employee.** The service charge shall be an amount equal to the Union's regular and usual monthly dues and periodic assessments, including LEC and MEC assessments, which would be required of the Flight Attendant if a member.

- B. If a member becomes delinquent in the payment of her/his membership dues, such member shall be notified by registered mail, return receipt requested, copy to the Company, that she/he is delinquent in the payment of membership dues as specified herein and is subject to discharge as an employee of the Company. Such letter shall also notify the employee that she/he must remit the required payment within a period of thirty (30) days or be discharged.
- C. If, upon expiration of the thirty (30) days the employee still remains delinquent, the Union shall certify in writing to the Company, copy to the employee, that the employee has failed to remit payment within the grace period allowed and is therefore, to be discharged. The Company shall then take proper steps to discharge such employee from the service of the Company. Such discharge shall be deemed to be for cause.
- D. Any determination under the terms of this Section shall be based solely upon the failure of the employee to pay or tender payment of membership dues, and not because of denial or termination of membership in the Union upon any other grounds.
- E. The Company agrees to deduct from the pay of each employee who voluntarily executed the agreed-upon form in "Appendix A" on or after the effective date of this Agreement, and remit (electronically) to the Union the membership dues uniformly required by the Union.



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- F. When a “dues form” as specified herein is received by the payroll department on or before the first day of the month, deductions will commence with the second pay day of the month following and will continue thereafter. The Company will electronically remit to the Union payment of all dues collected as soon after the pay day as possible. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of Union dues to the Union will be accompanied by a list of names, employee numbers, and amounts deducted in that particular period. Such information shall be sent, in a mutually agreed electronic format, to the AFA Director of Membership along with an explanation of any codes used by the Company in the report.
- G. No deductions of Union dues will be made from the wages of any employee who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay. Upon return to work within the classification covered by this Agreement, whether by transfer, termination or leave without pay, or recall from furlough, deductions shall be automatically resumed. As a courtesy, when a Flight Attendant requests a Leave of Absence, the Company shall advise her/him of the obligation to continue paying dues for the first three (3) months of any such leave as well as her/his obligation to send such payments directly to the Union. The cooperation of the Company on this issue is in no way considered a liability of the Company to secure Union dues. The Union will not grieve an individual and sporadic case(s) in which the Company has inadvertently failed to provide such notice to a Flight Attendant.
- H. An employee who has executed a “dues form” and who resigns or is otherwise terminated (other than furlough) from the company, shall be deemed to have automatically revoked her/his assignment, and if she/he is re-employed, further deductions of Union dues will be made only upon receipt of a new “dues form”.
- I. Collections of any back dues owed at the time of starting deductions for any employee, and collections of dues missed because an employee's earnings were not sufficient to cover the payment of dues for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions.
- J. Deductions of dues shall be made once a month provided there is a balance in the paycheck sufficient to cover the amount after all deductions authorized by the employee, or required by law, have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period which included her/his last day of work.



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- K. The Union agrees that it shall indemnify the Company and save the Company harmless from any and all claims which may be made by the Flight Attendant or Flight Attendants against the Company by virtue of the wrongful application or misapplication of any of the terms of this Section.
- L. The Company will provide a means for payroll deductions for Flight Attendant political contributions. The Plan will be known as “FLIGHT-PAC” and will be administered by the Company with administrative cost being borne by the Association. Additionally, the Company will provide for payroll deductions under the same conditions for the AFA **Disaster Relief Fund** that assists Flight Attendants in need.

The forms necessary for the administration of these Plans will be provided by the Association and distributed to the Flight Attendants by the Association. Payroll deductions will automatically cease if the Flight Attendant is terminated, furloughed, laid off or is not in active service with the Company.



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## SECTION 24

### Conduct of Union Business

- A. The Union may post Union notices signed by authorized Union officials on Union bulletin boards provided by the Company at all Flight Attendant domiciles. No notice posted on such board shall contain derogatory or inflammatory material with respect to the Company or its employees. Should the Company object to the posting of the material because it is derogatory or inflammatory as stated above, it shall immediately notify the Union and the Union will remove the item.
- B. The Union will be responsible for printing copies of this Agreement (using a Union printer) for distribution to Flight Attendants, within sixty (60) days after signing. The Company and Union will share (50%-50%) the cost of printing and providing copies of this Agreement; however, the Company's obligation will not exceed the lowest bid of the outside printers from which it solicits bids.
- C. The Union will advise the Company in writing of the names of its designated representatives and such designation shall remain effective until revoked by written notice.
- D. Union Business Leave**
1. The MEC President or her/his designee shall inform the Vice President of Flight Service or her/his designee of the Flight Attendant(s) who are required to be free from duty for the purpose of conducting Union business and the proposed dates. If the service of the Company permits, such Flight Attendant(s) shall be removed from the requested pairing(s). The Company will not unreasonably deny such pairing removals. Once approved, a Union pairing drop will not be revoked. The Flight Attendant may elect to trade pairings or be rescheduled. If such activity is restricted, the Vice President of Flight Service or designee may override such restrictions.
    - a. If a Flight Attendant's working pairing does not return to domicile in time for the Flight Attendant to commence her/his union leave due to a cancellation, delay, or other scheduling difficulty, it is understood that the portion of the drop which can be taken will not be involuntarily cancelled by the Company.
    - b. The Union will not be charged for the portion of the approved Union **Pairing** drop for which the Flight Attendant was not able to be available. The Flight Attendant will be compensated under the line guarantee provision in Section 4.C.1. or other applicable provision.



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2. Flight Pay Loss and **Pairing** Removal Procedures

a. Flight Pay Loss: Individual Pairings Dropped

A Flight Attendant released from flying for Union Business leave shall be paid by the Company for any and all pairings missed, unless she/he requests that the leave be without pay.

b. Flight Pay Loss: Paper Bid

When a Flight Attendant will be on Union Business leave for the entire bid period, she/he may “paper bid.” The names of Flight Attendant(s) who will be paper bidding for the next bid period will be submitted to the Company no later than the fifth (5th) day of the current bid period. A Flight Attendant who paper bids will be deemed to hold the line to which her/his seniority entitles her/him for all purposes, including, but not limited to: vacation, sick leave, jury duty, etc.

c. Flight Pay Loss: Straight Bill

The Union may submit a “Straight Bill” calculation for a specific hour amount of flight pay loss each month for an individual Flight Attendant.

i. This “straight bill” calculation will be submitted by the Master Executive Council President to the Company no later than the fifth (5th) day of the current bid period for the following month.

ii. The amount of hours in a straight bill calculation will not be dependent upon hours contained in any “pairings missed” which may or may not have been dropped for union business.

d. Pay for Flight Pay Loss

i. The Company will compensate the Flight Attendant while performing Union Business as if she/he had performed service as her/his normal duty period(s), as applicable unless she/he requests that the leave be without pay.

ii. Within thirty (30) days following the bid period in which such pay loss is incurred, the Company will advise the Union as to the total amount of such reimbursement. The Company will submit an invoice to the MEC President or her/his designee detailing the following:

- The name(s) of the Flight Attendant(s)
- The date(s) of work scheduled for Union Business leave
- The number of scheduled hours missed
- Her/his applicable hourly rate
- The amount of loss calculated in dollars



- iii. The base amount of pay loss will be calculated by multiplying the scheduled hours missed by the applicable hourly rate of pay as prescribed in Section 4.A.1. of this Agreement.
- iv. In addition to the base pay calculated in paragraph D.2.d.iii. above, the Company may include an additional 24% override to cover the burden of taxes, workers' compensation benefits, etc.

3. Unpaid Union Drops

- a. A Flight Attendant may request that a **pairing(s)** dropped for Union Business be without pay.
- b. A Flight Attendant who requests and is awarded an unpaid **pairing** drop for Union Business will have the amount of dropped time deducted from her/his projected monthly bid line.
- c. An unpaid **pairing** dropped for Union Business will result in time (and thus pay) being deducted from a Flight Attendant's pay in the same manner as time (and pay) deducted from a line holding Flight Attendant's monthly bid line.

4. Open Time/Fly-Back

A Union representative may pick up flying (from Open Time or from another Flight Attendant) on a scheduled day off or on a day where paid and/or unpaid union leave has been granted whether the union leave was through a pairing drop, straight bill, or paper bid. The Flight Attendant picking up Open Time may code it as Open Time or Fly-Back for pay purposes. Time picked up from another Flight Attendant may only be coded as Fly-Back. Time designated as Fly-Back will be credited against flight pay loss amounts billed to the Union.

- 5. A Flight Attendant on Union Business leave will have all rights to apply vacation, sick leave, jury duty, FMLA, and any other benefits normally entitled to as an active Flight Attendant while on such leave.
- 6. Upon request by the MEC President, the Company will split a **pairing** such that it will begin and/or end in a domicile other than that in which the representative is based. Upon request by the MEC President, the Company, at its discretion, may split a **pairing** such that it does not begin and/or end in a domicile. Such approval will not be unreasonably withheld.
- 7. If a **pairing** is dropped for the purposes of meeting with the Company and the Company subsequently cancels or reschedules the meeting, the Company shall absorb the cost of the flight pay loss, and AFA will not be billed, if the Company does not put the Flight Attendant back on the original pairing from which removed.



- E. Official Union bulletins may be distributed to the Flight Attendant's mail boxes if they have been approved for such distribution by a Regional Managing Director of Flight Service. Such approval will not be unreasonably withheld. The Company may reasonably withhold approval for any bulletin it deems to be derogatory, defamatory or inflammatory. Use of the mail boxes without the approval of the notice by a Regional Managing Director of Flight Services may result in a revocation of this benefit.
- F. The Company will provide the Union the names, bases and addresses of Flight Attendants who are eligible for Union membership upon their initial assignment to a domicile.
- G. The Union does not question the right of the Company to manage and supervise the work force and make reasonable inquiries of employees in the course of work. In meetings for the purpose of investigation of any matter which may result in discipline or dismissal, or when written statements are taken relating to such matters, or in meetings of sufficient importance for the Company to have witnesses, or more than one (1) Company representative present, the Flight Attendant, if she/he requests, may have a Union Representative present. The presence of a Union Representative at such meetings shall in no way interfere with the conduct of the meeting.
- H. The Company recognizes the following Union committees: **Pairing Construction**; Safety, Health and Security; Hotel; Uniform; Grievance; Membership; EAP; Government Affairs, ASAP, and Reserve.
- I. The Union may request positive-space passes for Company employees, traveling on Union Business, and if such positive-space travel is consistent with Company policy the passes will be provided.
- J. A Union Representative will be permitted a minimum of two (2) hours to address each new hire class of Flight Attendants during the initial training. Nothing of a derogatory or inflammatory nature will be communicated by the Union Representative during the session. The Company may have a representative present during the Union's presentation for the purpose of observation.
- K. A Flight Attendant on a Union Business leave, as provided for in paragraph D. will retain and continue to accrue all forms of seniority and accruals (e.g. vacation, sick, FMLA, etc.) as though she/he had remained in the active service of the Company and had actually flown the time removed or credited.



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- L. A Flight Attendant, upon written notification providing the length of such leave, will be granted a leave of absence to accept full time employment with the Union extended at the request of the Union. During such leave, a Flight Attendant will retain and continue to accrue all forms of seniority as though she/he remained in the active service of the Company and will retain all pass travel benefits as though an active Flight Attendant in accordance with applicable Company Pass Policy. A Flight Attendant returning from such leave will be subject to the same procedures and policies as a Flight Attendant returning from personal leave. A Flight Attendant returning from Union leave will be offered training in a timely manner.

**M. Flight Attendant Information**

1. On a monthly basis, the MEC President and/or designee will be provided information concerning new hires, transfers, leaves of absence, furloughs, recalls, resignations, and terminations.
2. On a semi-annual basis, the Company will provide to the MEC President and/or designee an electronic updated copy of the System Seniority List that includes each Flight Attendant's name, address, phone number, seniority number, date of hire, employee number, status and domicile. This information will be provided electronically and be in a format that can be sorted and searched electronically.



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## SECTION 25

### No Strikes or Lockouts

It is the intent of the parties to this Agreement that the procedures set forth herein shall serve as a means of peaceful settlement of all disputes that may arise between them, and therefore:

- A. The Company shall neither cause nor permit a lockout during the life of this Agreement, and
- B. Neither the Union nor the employees covered hereunder shall engage in a strike, sit-down, walkout or stoppage, slowdown or curtailment of work for any reason during the life of this Agreement.



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## SECTION 26

### Safety and Health

#### **A. General**

1. The Company shall provide a safe, healthy and secure work place.
2. The Company and the Union shall collaborate on quarterly safety newsletters which shall contain information about known safety, health and security issues that impact the Flight Attendant's workplace.
3. Flight Attendants shall not be required to search for bombs or other suspicious or potentially dangerous items on an aircraft, to remain on board during such a search, or to complete the restoration of cabin furnishings after such a search.
4. The Association shall be permitted to participate in evaluating and improving yearly Flight Attendant recurrent and other Flight Attendant training programs.
5. Service duties shall never take precedence over safety-related duties.

#### **B. Safety, Health and Security Committee**

The Company agrees to meet with the AFA Air Safety, Health & Security Committee on a regular basis, but not less than quarterly, in a roundtable meeting.

1. The roundtable shall consist of not more than three (3) members designated by the Association and not more than three (3) members designated by the Company. Additional participants may attend such meetings when mutually agreed upon by the Company and the Association.
2. Recommendations of the AFA Safety Committee Members will be considered in relation to all matters affecting Flight Attendant safety.
3. Positive space travel shall be provided for those members requiring air transportation to each meeting consistent with Company policy.
4. The AFA MEC Safety Chair will meet with the Company and its appropriate subject matter representative(s) to discuss specific and specialized issues of mutual concern, such as cabin air quality/heating/air conditioning, smoke/fume events, and others as needed, upon request. This meeting would be separate and apart from the quarterly Safety Roundtable meeting as specified in B.1-3. above.

#### **C. Hearing Protection**

The Company will provide ear plugs to Flight Attendants which provide no less than 20 decibels noise reduction (NRR 20).



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#### D. Sanitation Standards

1. a. All Flight Attendants shall be afforded an adequate amount of bottled water on their aircraft for their consumption while on the aircraft and during ground-times away from base. Furthermore, Flight Attendants shall be provided potable water at each base crew room. It is understood that a Flight Attendant will be permitted to remove one (1) opened, partially consumed bottle of water from the aircraft at the end of her/his flight.
- b. If a Flight Attendant is required to work on an aircraft which has an inoperative lavatory, she/he shall be given no less than fifteen minutes (:15) on the ground free of other duties in order to utilize an airport lavatory after each such segment.
- c. The Company will provide hygienic and sanitary safety demo equipment.
- d. The Company shall ensure that all aircraft are provided with antiseptic hand-cleansing towels (pre-packaged hand wipes).
- e. The Company shall ensure that all aircraft lavatories are clean and sanitized no less than daily.
- f. If the Company is notified of the presence of vermin, rodents, and insects in the Company-controlled work areas, the Company will address the situation expeditiously.

#### E. Anti-Discrimination Provisions

If a Flight Attendant is given an order/instruction which is not the result of an on-board emergency procedure, she/he may decline such order/instruction without fear of discipline and/or discrimination if there is a reasonable belief that following such order/instruction may pose a risk of injury.

#### F. Safety Information

1. The MEC Safety Chairperson or AFA-qualified designee shall be allowed to attend Envoy FAA emergency evacuation demonstrations or partial demonstrations of airplanes that Envoy plans to operate. The Company shall seek the approval of the FAA, the respective government authority, and/or the manufacturer, to permit the attendance of AFA designee(s) at all government-required certification tests.
2. The Company shall notify the MEC Safety Chairperson and the MEC President of a decision to add a new aircraft type to its fleet, or to reconfigure or redesign the interior of aircraft already in its fleet. The Company shall meet and confer with the AFA Safety Committee members to discuss in-flight safety concerns and to allow the Association to review and comment on the proposed aircraft type or changes to the cabin interior (e.g. galley configuration, emergency safety equipment location, jumpseats, etc) of the current fleet.



3. The Company shall meet and confer with the MEC President prior to initiating a new class of service or before implementing a seat reconfiguration.
4. Material Safety Data Sheets for all chemicals, including cleaning solutions, to which Flight Attendants may be exposed while performing their duties, shall be kept current and readily available on the Company website. The Company shall provide lists of all ingredients contained in these chemicals to the Association upon request.

#### **G. Cabin Environment**

The Company shall emphasize to all crew members, in writing, the importance of documenting smoke/fume events in their appropriate reporting systems.

#### **H. Crew Member Physical Assault**

1. The Company will continue to maintain zero tolerance for assaults and/or interference involving crew members.
  - a. In the case of a physical assault by one or more passengers, the Company shall arrange to have law enforcement officials waiting to take the passenger(s) into custody immediately upon landing/return to gate.
  - b. If the aircraft is still on the ground and a Flight Attendant believes that a passenger poses a threat to the aircraft, crew or other passengers, she/he may request to have the passenger removed from such flight.
  - c. The Company will provide a Flight Attendant with its available resources, including positive space travel and full pay and credit for any pairing(s) and/or reserve day(s) the Flight Attendant misses to aid in the prosecution of any unruly passenger.
  - d. The Company shall strongly consider denying boarding on another Envoy flight to any passenger identified as interfering with and/or assaulting any Flight Attendant. However, if the passenger is allowed to board another Envoy flight(s), the Flight Attendant(s) working that flight(s) shall be briefed on the situation prior to boarding.
  - e. The Company shall provide training to all Flight Attendants at least once per year in ways in which to deal with problem passengers and/or security issues.



**I. Hostilities**

1. The Company will notify the MEC President immediately upon receipt of information regarding hostilities and/or political disruptions which may present a danger to the safety of Flight Attendants at stations into which they are required to fly. At the request of the MEC President, the Company will meet and review the impact of such hostilities and/or disruptions on Flight Attendants.
2. Flight Attendants who, while acting within the scope of their employment, are hijacked, interred, captured, held as prisoner, hostage or missing, will continue to accrue seniority and longevity credit and will continue to be paid their monthly guarantee. All insurance and pass benefits will remain in effect for eligible dependents. Upon return from the incident, a Flight Attendant will be reinstated at the domicile held prior to the incident.

**J. Access to Secure Areas**

The Company will ensure escort access to secure areas, such as Customs and Immigration, at the request of the ASHS Committee member to investigate specific health, safety, and security issues of concern to Envoy Air Inc. Flight Attendants.

**K. Luggage**

Flight Attendants will assist passengers with soft and light-weight items during boarding. Flight Attendants should exercise discretion if they find items that are too heavy or bulky and tactfully assist passengers by showing them where they can store the items and request that they obtain those same items after gate arrival.

**L. Cleaning and Grooming of Aircraft**

1. The Company shall arrange for cleaning of its aircraft at all stations.
  - a. A Flight Attendant is not responsible to groom an aircraft in a hub city and can only be required to assist grooming in outstations where ground time is less than thirty minutes (:30). Grooming shall mean straightening seatbelts and collection of magazines and newspapers if time permits. Flight Attendants shall not be required to reach into seat-back pockets.
  - b. A Flight Attendant shall collect items from passengers required by the FAA to be properly stowed for taxi, takeoff and landing (e.g., cups, glasses, napkins, stir sticks, etc.).
  - c. A Flight Attendant will not be individually liable for an FAR violation which may be levied due to an unclean aircraft as a result of ground personnel not completing cleaning duties and shall not be subject to discipline due to that situation.
  - d. Flight Attendants will not be required to clean the aircraft.



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**M. Fatigue Review Board**

1. The Company recognizes that a Flight Attendant may reach a point when, as a result of work-related duties, she/he feels that her/his physical state is such that her/his required duties could not be performed safely during flight. In such circumstances, the Flight Attendant will notify the captain of the flight (if applicable) and Crew Scheduling. Upon receipt of a Flight Attendant's fatigue notification, the Company shall immediately remove the Flight Attendant from duty and code the absence with "UA".
2. If a Flight Attendant calls in fatigued at an outstation, the Company will have the Flight Attendant return to or stay at the hotel and she/he will receive the required minimum amount of rest. The cost of the hotel will be absorbed by the Company. However, the Company may authorize travel back to the Flight Attendant's domicile or home if the Flight Attendant requests it.
3. All reports of fatigue will be submitted to the Company for review, within fifteen (15) days after the Flight Attendant's return to work.
  - a. If the Company upholds the absence as fatigue, the occurrence will be coded as NF and the attendance occurrence will be removed from the Flight Attendant's employment record.
  - b. If the Company determines the absence is not attributable to fatigue, the occurrence will be coded as MA and the report shall be forwarded to the Fatigue Review Board (FRB) for further evaluation.
  - c. On a quarterly basis, if there are fatigue reports to review, the FRB, consisting of a Union and a Company representative, will meet to evaluate the reports of fatigue that have been denied by the Company. The FRB will consider the individual circumstances of each fatigue call. The FRB will be authorized to direct either of the following:
    - i. That the incident did not meet fatigue criteria and the UA is converted to a MA.
    - ii. If the FRB deadlocks, or fails to render a decision, the Company's decision will be final but may be challenged through the grievance procedure.
    - iii. The FRB may also recommend action to alleviate conditions such as schedules and/or hotel accommodations which caused or contributed to the fatiguing circumstances. All decisions reached by the FRB will be in writing and signed by both members. All decisions of the FRB shall be final and binding on the Union, the Company, and the Flight Attendant.



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**N. Record Keeping Requirements**

Upon request, the Company shall provide the MEC Safety Chairperson with the Online Reports.

**O. Indemnification For Use of Company Equipment**

Flight Attendants who have been trained in and who use, in good faith and in the course and scope of their employment, the Automatic External Defibrillators (AED) or other emergency medical procedures, will be indemnified by the Company for any passenger claim arising out of the use of the defibrillator or other emergency medical procedure. If a passenger files a claim or a lawsuit against an individual employee for use of the defibrillator or other emergency procedure, while that employee is acting in good faith and within the course and scope of employment, the Company Corporate Insurance and Risk Management Department will retain counsel to defend the employee and will hold her/him harmless from all costs or damages asserted.

**P. Accident/Serious Incident/Hijacking**

1. The Company will maintain the current level of access to CERS (Corporate Event Reporting System - or successor reporting system) for all LEC Presidents, MEC President and both EAP and Safety Chairpersons.
2. In the event of any accident, if the Company is granted access to the crash site, the Company shall endeavor to include the MEC Safety Chairperson or AFA-qualified designee(s) among those granted access to the site.
3. The Company shall facilitate and expedite the arrival of the Association representatives to the crash site.
4. The Company shall permit the AFA designee(s) release from duty, after an aircraft accident involving an aircraft utilizing one or more Flight Attendants, to participate in the investigation and continue to allow such release from duty until the completion of the investigation.

**Q. Reserved**

**R. Communicable Diseases**

1. The Company shall bear the cost of any immunizations required by the country of destination served by the Company.
2. The Company will provide non-allergenic "exam type" gloves on all aircraft for Flight Attendant use.



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## SECTION 27

### General

#### A. Non-Discrimination

1. The Company is an equal opportunity employer. The Company and the Association agree to make it a matter of record in this Agreement that in accordance with this established policy of the Company and the Association, the provisions of this Agreement shall apply equally to all Flight Attendants hereunder regardless of age, sex, color, race, religion, national origin, sexual orientation or disability in accordance with applicable laws. Furthermore, the Company will not tolerate sexual harassment and will take a proactive position in deterring such harassment.
2. Union Participation. A Flight Attendant will not be unlawfully interfered with, restrained, coerced, or discriminated against by the Company because of membership in, or lawful activity on behalf of, the Association.

#### B. Discipline

1. Notices of Discipline

All notices of disciplinary action or discharge shall be in writing. The Flight Attendant will be notified of the precise charges levied against her/him.

2. Complaint Letter

The Company will not place any negative report or derogatory material in the Flight Attendant's personnel file without providing the Flight Attendant an opportunity to inspect and review the material or report. The Flight Attendant will be allowed to place in the personnel file a statement of the incident. The Flight Attendant will not be the subject of disciplinary action based solely on a letter of complaint without corroboration.

- a. Corroboration of a complaint letter means that there is at least one additional, credible verbal or written report, statement, or other documentation of the incident in question, or of similar behavior by the Flight Attendant. Corroboration shall also be required if the initial report of inappropriate conduct by a Flight Attendant has been made by a Company employee (e.g., gate agent, manager).



b. Redacted complaint letters may be viewed by the Flight Attendant during an investigation. Once the investigation is complete, and when, and if the letters become a part of the Flight Attendant's personnel file, redacted copies will be provided upon request from the Flight Attendant. If the investigation reveals no corrective action will result and no documentation occurs on the Flight Attendant's CR-1, the letter will not be placed in the Flight Attendant's personnel file.

3. Personnel File

A Flight Attendant will be permitted to inspect and copy, at Flight Attendant cost, her/his personnel file in the presence of management at a mutually convenient time during regular business hours. All letters of discipline, including advisory letters, will be removed from a Flight Attendant's personnel file after a period of two (2) years from the date of issuance.

**C. Deliverance of Material**

Notices required in this Section and this Agreement will be hand-delivered or will be sent, via a method which provides confirmation of receipt.

- D. All orders to Flight Attendants involving a change in domicile assignment, promotions, demotions, furloughs, vacations and leaves of absence will be stated in writing.
- E. A Flight Attendant grounded due to a medical condition will, at her/his request, be considered for employment with the Company in another capacity subject to available vacancies and qualifications of the Flight Attendant.
- F. 1. On any leg where safety and food service requirements are fulfilled, a Flight Attendant may eat a meal/snack in the galley area(s) of the aircraft, as long as the cabin zone is monitored and passengers' needs and requests are fulfilled.
2. If there is insufficient time for a Flight Attendant to eat a meal/snack in flight, such meal/snack may be consumed on the ground provided all other Flight Attendant responsibilities have been accomplished. Flight Attendants who are eating on the ground will not interfere with other employees who are in the course of performing duties.
3. The Company recognizes the need to allow Flight Attendants to eat during the duty day. A Flight Attendant may inform Crew Scheduling that she/he needs an opportunity to eat and Crew Scheduling will ensure that she/he receives a break, if reasonable.



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### **G. Savings Clause**

If any term or provision of this Agreement is rendered or declared invalid, inoperative or unlawful by reason of existing or subsequently enacted legislation or regulation of a federal, state, or local government, government agency or by a decree of a court of competent jurisdiction, such invalid, inoperative, or unlawful term or provision will not invalidate the remaining portions of this Agreement, and they will remain in full force and effect. In such an event, the Association may, upon written notice to the Company, request to meet and confer to discuss the necessity of modifications pertaining to those terms or provisions rendered or declared invalid, inoperative, or unlawful and such discussions shall commence within fifteen (15) days of receipt of such a request. If no resolution is reached, the parties agree to submit the issue(s) to binding arbitration.

### **H. Flight Attendant Crew Lounge**

1. The Company will provide a clean, comfortable, secure, and otherwise suitable facility for the use of the Flight Attendants covered by this Agreement which is of adequate size to accommodate, at the very least, three (3) full-sized crews, or fifteen (15) crew members, whichever number is greater, at every primary domicile. In established secondary co-domiciles, the Company will designate, at a minimum, an area for Flight Attendants to have access to computers, printers and phones necessary to the performance of their duties. Such area will also be equipped with adequate seating and facilities.
2. The Company will address crew room facilities complaints and accomplish a resolution within sixty (60) days of notification. During such period, the local AFA LEC President will be kept apprised of the progress of the completion of the project.

### **I. Return of Company Property**

Upon separation of employment, the Flight Attendant is responsible for coordinating the return of all Company property (e.g. manuals, badges, keys, etc.) with her/his Flight Service Manager.

### **J. Passports**

1. The Company will reimburse the Flight Attendants for the cost of renewing passports, within the six (6) month period prior to the expiration of such passport, including the cost of passport photos. Flight Attendants, who require an expedited passport in order to perform current scheduled flights which require a passport, will also be reimbursed for related charges. If a passport office is not available in the domicile, the Company will provide a positive space pass and reimburse for travel to and from the passport office.



2. Visas – The Company will reimburse the Flight Attendants for any government-imposed costs (including taxes, visas, etc.) when incurred in the performance of her/his duties to destinations served by the Company.

K. The Company shall provide a toll-free phone number for Flight Attendants to contact her/his Flight Service Manager's office.

**L. Delays**

Flight Attendants will not be charged for delays if they are performing duties as outlined in the IPM, safety checks or in cases where they are reporting missing required emergency equipment. Flight Attendants who receive notification requesting delay information will follow up with In-Flight in a timely manner to provide the reason for such delay.

M. The Association will be provided, on a monthly basis, the names of Flight Attendants on furlough, leaves of absence, and Flight Attendants on temporary or special assignments for a full month, including the date the Flight Attendant went off the line and her/his return date.

**N. Badge Scanning [SL-DDD]**

**1. The intent of the newly implemented badge scanning verification system is not for tracking the time that Flight Attendants check in at the gate, for performance purposes. The purpose of this new policy is to streamline our gate check-in process along with American, which alleviates the need for gate agents to manually check each Flight Attendant's ID and verify against the NS list.**



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## SECTION 28

### Physical Examinations

#### A. Requirement for Physical/Mental Health Examinations

1. A Flight Attendant, on active status or on inactive status returning to active status, will not be required to submit to a physical/mental health examination without the Flight Attendant's consent unless the Company has a reasonable basis to believe that such Flight Attendant's health or physical condition is impaired enough to question her/his ability to perform her/his job as a Flight Attendant, in which case the Flight Attendant will, upon written request, be furnished a copy of the medical examiner's report.
2. The Company shall bear the costs for all expenses, including travel expenses, and for all exams and tests, incurred under the provisions of A. of this Section, unless otherwise provided for in this section.
3. Initial Evaluation - A Flight Attendant who is requested by the Company to undergo a physical or mental health examination shall have the right to see a medical examiner at any hub or base of AAG which has a medical examiner available. The Flight Attendant will be notified of those hubs and/or bases which have such medical examiner available at the time she/he is requested to see an examiner.
4. Specialist Evaluation - When it is necessary for a Flight Attendant to receive an evaluation from a specialist, the Company will, whenever possible, find the necessary specialist in the local area of the Flight Attendant's residence or as close to it as possible.
5. If a Flight Attendant is removed from service in accordance with this provision, and, as a result of an initial Evaluation and/or Specialist Evaluation, it is determined that there was no physical or mental health condition justifying the removal from service, she/he shall be pay protected for any flying lost until such time as returned to active duty. Such removal shall not be considered a recordable occurrence.
6. If a Flight Attendant is removed from service in accordance with this provision, and, as a result of an initial Evaluation and/or Specialist Evaluation, it is determined that there is reasonable cause to remove the Flight Attendant from service, she/he shall be pay protected for any flying lost until she/he receives the results of the initial evaluation and/or specialist evaluation. Such removal shall not be considered a recordable occurrence. The Flight Attendant shall be placed on a medical leave.



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7. In order to be eligible for the above pay protection, the Flight Attendant shall not take any action(s) to unreasonably delay the above process. However, delays due to the unavailability of physicians/specialists, the canceling of appointments by physicians, and weather emergencies and other circumstances beyond the control of the Flight Attendant shall not be considered delays attributable to the Flight Attendant.

**B. Failure to Pass Company Exam**

A Flight Attendant who fails to pass a Company physical/mental health examination may at her/his option, have a review of her/his case in the following manner:

1. The Flight Attendant may employ a qualified medical examiner of her/his own choosing and at her/his own expense, for the purpose of conducting a physical examination for the same purpose as the physical examination made by the medical examiner on behalf of the Company.
2. The Flight Attendant shall furnish a copy of the findings of her/his medical examiner to the Company within fifteen (15) business days following the Flight Attendant's receipt of the report of the Company's medical examiner. However, if extenuating circumstances not under the Flight Attendant's control, require additional time, fifteen (15) additional business days shall be granted upon request in writing by the Flight Attendant and/or physician. In the event that such findings verify the findings of the medical examiner employed by the Company, or if she/he fails to furnish such report to the Company within said time, no further review of the case shall be afforded.
3. In the event that the findings of the medical examiner chosen by the Flight Attendant are timely filed with the Company and they disagree with the findings of the medical examiner employed by the Company, the Company will ask that the two medical examiners agree upon the appointment as promptly as possible, but no later than ten (10) business days, of a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of rendering a final binding opinion. Nothing herein shall preclude the Company from determining after the second exam that the Flight Attendant is fit for duty. In such instance, the provisions of C. below shall apply.
4. The said disinterested medical examiner shall then promptly make a further examination of the Flight Attendant in question and the case shall be settled on the basis of her/his findings. The disinterested medical examiner will be given a copy of the findings of the Company's medical examiner and of the Flight Attendant's medical examiner prior to making her/his examination. If the Flight Attendant is found to be fit for duty by the third independent medical examiner, she/he shall be returned to pay status within ten (10) days of the determination being provided in writing and received by the Company's designated medical service provider.



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5. The expense of employing the disinterested medical examiner shall be borne one-half (½) by the Flight Attendant and one-half (½) by the Company. Copies of such medical examiner's reports shall be furnished to the Company and to the Flight Attendant.
- C.
1. When the Flight Attendant is removed from flying status by the Company as a result of her/his failure to pass the Company physical/mental health examination and such decision is subsequently reversed allowing the Flight Attendant to return to flying by the third disinterested medical examiner pursuant to B.4. above, she/he shall be made whole which shall include 1) being paid for any and all pairings missed or 2) minimum monthly guarantee or portion thereof as applicable or 3) the minimum daily guarantee for any reserve days missed; and she/he shall be reimbursed for all expenses (not covered by insurance) incurred under the provisions of B. of this Section.
  2. In order to be eligible for the above pay protection, the Flight Attendant shall not take action(s) to unreasonably delay the above process. However, delays due to the unavailability of physicians/specialists, the canceling of appointments by physicians, and weather emergencies and other circumstances beyond the control of the Flight Attendant shall not be considered delays attributable to the Flight Attendant.

**D. Medical Files**

1. A Flight Attendant, upon execution of a release, may request that a copy of her/his medical records maintained directly by the Company's designated medical service provider be sent to her/his personal physician. Requests for a Medical Release should be sent to the employee's Area Medical Location and to the attention of the Area Medical Director. A medical release form may be obtained from the Medical Department. Reasonable charges for copying shall be borne by the Flight Attendant.
2. A Flight Attendant may review her/his complete file maintained by the Company's designated medical service provider by appointment during mutually convenient times. A nurse employed by the Company's designated medical service provider will be present during the review.
3. Except as restricted by applicable law, per paragraph D.1. above, copies of specific reports and related diagnoses, narratives, notes, writings, etc. (if applicable) pertaining to the Flight Attendant and maintained by the Company's designated medical service provider will be provided to the Flight Attendant upon written request and execution of a medical release form. Reasonable charges for copying shall be borne by the Flight Attendant.



4. Copies of specific reports and related diagnoses, narratives, notes, writings, etc. (if applicable) prepared by a health care provider contracted by the AAG Corporation, Envoy Air Inc., its agents, successors, assigns or alter-egos, relied on by Envoy Air Inc. and/or the Company's designated medical service provider to apply temporary or permanent work restrictions will be provided to the Flight Attendant upon request of the Flight Attendant directly to the health care provider. It is understood that the Flight Attendant will comply with any processes or requirements established by the specific health care provider to obtain medical records.
5. The form to request copies of the medical file will be on the Company's website.



**SECTION 29**  
**Co-Domiciles**

- A. The Company shall have the right to establish co-domiciles that may serve two (2) or more airports within the same metropolitan area.
- B. The Company will provide pre-paid parking for each co-domicile Flight Attendant at each co-domicile to which she/he may be called to report in accordance with Section 5 - Expenses.
- C. The Company agrees to provide notification to the Association at least sixty (60) days prior to the establishment of any new co-domicile(s) and furthermore agrees to meet and confer with the Association at such time to discuss the co-domicile operation.
- D. Co-Domiciles currently established by this Agreement are depicted on the following chart:

MIA/FLL	JFK/LGA/EWR	ORD/MDW
TPA/PIE	LAX/LGB/BUR/ONT/SNA	DFW/DAL
BOS/PVD	SFO/OAK/SJC	DCA/IAD/BWI

- E. Each co-domicile will have one airport designated as the Primary base and the other airport(s) will be considered the Secondary base(s). Any change in the Primary and/or Secondary designation will be mutually agreed to by the Company and the Union.
- F. The Company shall make every effort to schedule a Flight Attendant to begin and end a pairing at the same airport.
- G. In the event a pairing begins at one airport in a co-domicile and ends at another airport in that co-domicile, the Company shall provide ground transportation back to the originating airport.
  - 1. In the event that the Company-provided transportation above is not available, alternative transportation may be elected by the Flight Attendant(s) in accordance with Section 5, paragraph D of this Agreement.
  - 2. At the request of a Flight Attendant, the transportation will be provided at the beginning of the pairing, provided that such request is made at least twenty-four (24) hours prior to scheduled check-in and does not create a conflict with the duty/rest provisions of this Agreement.



H. Time spent in transit between co-domiciles as scheduled on the pairing assigned to the Flight Attendant shall be considered duty time for purposes of Section 4, Section 5 and Section 7 of the Agreement. The scheduled times for such transit shall be no less than those set forth in the chart below and shall be considered as deadhead time and paid in accordance with Section 4 of this Agreement.

<u>Co-Domicile Pairing</u>	<u>Time</u>	<u>Co-Domicile Pairing</u>	<u>Time</u>
LGA-JFK	1:00	SNA-LGB	1:00
MDW-ORD	2:00	DFW-DAL	1:00
LAX-SNA	2:00	IAD-BWI	1:48
LAX-LGB	1:00	DCA-IAD	1:06
LAX-BUR	1:12	DCA-BWI	1:06
LAX-ONT	1:30	SFO-SJC	1:00
BUR-LGB	1:30	SJC-OAK	2:00
BUR-SNA	2:12	SFO-OAK	1:00
ONT-LGB	2:00	TPA-PIE	1:00
ONT-BUR	2:00	MIA-FLL	1:48
ONT-SNA	1:12	BOS-PVD	1:30
EWR-LGA	1:20	EWR-JFK	2:00

- I. Minimum Call – The minimum call out for Flight Attendants assigned to report to a secondary co-domicile base shall be one (1) hour more than the standard call-out to the primary base.
1. The primary co-domicile base for the New York Domicile will be John F. Kennedy International Airport (JFK). Minimum call-out for pairings or other work assignment commencing at JFK will be three (3) hours.
  2. The secondary co-domicile base for the New York domicile will be La Guardia Airport (LGA). Minimum call-out for pairings or other work assignment commencing at LGA will be two (2) hours.



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## SECTION 30

### International Flying

- A. International flying is all flying to or from an international city, excluding cities in Mexico, Canada, the Bahamas and the United States Virgin Islands.
- B. International Overnight. Flight Attendants on an overnight in an international destination will receive, in addition to all other compensation, five dollars (\$5.00).
- C. The length of the RAPs applicable to domestic Reserve Flight Attendants will apply to all Reserve Flight Attendants, regardless of domicile or type of flying. RAPs will not apply to Flight Attendants based in a domicile where the Company is required by government regulations to have Flight Attendants operate under “flag” rules.
- D. The rest provisions set forth in Section 7.E. of this Agreement will apply to all Flight Attendants, regardless of domicile or type of flying.
- E. The Company will reimburse a Flight Attendant on a pairing for required calls to Crew Scheduling from a destination that does not have cellular phone service or toll-free capability. If the international destination, including cities in Mexico, Canada, the Bahamas and the United States Virgin Islands, has cellular-phone service, the Flight Attendant will be reimbursed for required phone calls to Crew Scheduling, if she/he incurs long-distance/international charges on her/his cellular phone.
- F. Charter Flying Operations to Cuba
  - 1. In accordance with airport and security procedures, a Flight Attendant in Cuba will be authorized to deplane the aircraft. This authorization, in no way relieves the Flight Attendant of any obligation or responsibility to perform her/his normal job duties.
  - 2. The Company may designate a different Ground Security Coordinator (GSC), for each departing flight, or may designate one GSC for a number of departing flights.
  - 3. In the event of an unscheduled overnight, Flight Attendants will be provided with nourishing meals and accommodations, in accordance with established standards and practices, at no cost to the Flight Attendant. Such Flight Attendant shall be authorized to make one (1) telephone call (up to ten minutes (:10) in length) to the United States, free of charge, for every twenty-four (24) hour period.
  - 4. Flight Attendants will be authorized to remove bottled water and food items from the aircraft for their own consumption when deplaning in Cuba.



5. These provisions are not to be interpreted to mean that Flight Attendants engaged in Cuban flying will be required to speak Spanish or any language other than English unless implemented by another Agreement. In addition, no Flight Attendant will be required to perform any Ground Security Coordinator duty or perform any other ground security functions.
- G. Should the Company initiate scheduled charter service to new international destinations or provide sub-service for a charter company to international destinations, the Company will meet and confer with the Union well in advance of the implementation of the anticipated service/destination to discuss applicable scheduling, cleaning, security and other concerns that may arise. The service to the international destination may not conflict with the provisions of this Agreement, including Side Letters of Agreement, without the mutual consent of the Union.



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## SECTION 31

### Report to Work and Commuter Policy

A. Each Flight Attendant shall be allowed a combined total of **six (6)** Late Reports and/or Commuter Policy incidents in any rolling 12-month period.

B. **Good Faith Commuting Policy (CP)**

1. Eligibility, Notification, and Failed Attempts

Commuting and non-commuting Flight Attendants returning from vacation, will also be eligible for this provision. The following conditions must be met:

- a. The Flight Attendant notifies Crew Scheduling four (4) hours prior to her/his sign-in time or after the first failed attempt at commuting, whichever occurs later; and,
- b. The Flight Attendant notifies Crew Scheduling after a second failed attempt at commuting; and,
- c. The Flight Attendant has made two commuting attempts via scheduled air service, the latter of which would place her/him in her/his domicile no later than her/his original pairing scheduled sign-in time; or,
- d. The Flight Attendant makes one of the two commuting attempts above but due to delay en-route, is unable to notify Crew Scheduling.
- e. The Flight Attendant will continue to satisfy the conditions above on each day of the assignment until she/he successfully commutes to the assignment or other arrangement with Crew Scheduling is reached. If a Flight Attendant satisfies the conditions above on each day of an assignment, she/he will be assessed only one CP for a single or multi-day assignment.

**NOTE**

The Regional Managing Director (RMD) may waive any of the above requirements if in her/his opinion the Flight Attendant has demonstrated a good faith attempt to get to work. These provisions may be utilized by a Flight Attendant commuting for purposes of a Reserve Availability Period (RAP) or Reserve Duty Period, but do not apply to a Flight Attendant whose first attempt to commute to a flight assignment issued during her/his RAP or Reserve Duty Period takes place after the commencement of that RAP or Reserve Duty Period.

2. It is understood that a Flight Attendant need not utilize the Commuter Policy removal procedure on a day declared by Envoy to be a "Transportation Emergency" (TE) Day.



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### C. Return to Duty

In the event that the Flight Attendant is unable to report for her/his originally scheduled pairing or RAP or Reserve Duty Period, all flying missed due to an unsuccessful commuting attempt shall be subject to the pay deduction specified in Section 4 of this Agreement.

1. Crew Scheduling will place the Flight Attendant back on the next leg of her/his originally assigned pairing when it transits her/his domicile if the Flight Attendant is in domicile at that time.
2. The Flight Attendant may be assigned to new flying (on the day she/he missed the report) from her/his domicile's available open time in order to fill the period of time between her/his arrival in domicile and the first possible opportunity at which the Crew Scheduler is able to rejoin the Flight Attendant to the first transit back to the domicile of the Flight Attendant's original pairing. Any assigned open time will be paid at straight time rates with no premium and will be credited toward the flight time lost to offset the Flight Attendant's pay deduction incurred as provided for in Section 4 of this Agreement . Such assignments shall be made in accordance with Section 8 of this Agreement.
3. If a Flight Attendant is unable to report for a bridge pairing, she/he will coordinate with Crew Scheduling to reach a mutually agreed-upon alternative using the following options:
  - a. Deadhead the Flight Attendant to rejoin her/his original pairing; or,
  - b. Assign the Flight Attendant to another pairing (similar in overnights, within footprint); or,
  - c. Remove the pairing in its entirety and the Flight Attendant may use Open Time to rebuild her/his schedule.
4. If mutual agreement is not reached, the Crew Scheduler may assign one of the above options. Any assignment of new flying will be made in accordance with Section 8 of this Agreement. Any assigned/picked up Open Time will be paid at straight time rates with no premium and will be paid and credited toward the flight time lost to offset the Flight Attendant 's pay deduction incurred as provided for in Section 4 of this Agreement.
5. A reserve Flight Attendant who will miss an assigned pairing or an Airport Reserve assignment, due to commuting difficulties shall be assigned in accordance with Section 9 of this Agreement.
6. A reserve Flight Attendant who will not be in domicile for the start of her/his RAP may have her/his RAP adjusted.
7. Nothing in this Agreement shall prevent the affected Flight Attendant and Crew Scheduling from reaching an alternative, mutually agreed upon assignment, including flying out of another domicile.



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#### D. Missed Assignment and Removal

1. In the event a Flight Attendant missed an assignment due to commuting difficulties, a Missed Assignment (MA) will be placed in the Flight Attendant's HI10 (or its equivalent). The MA code will be changed to a Commuting Policy (CP) code by the Flight Service Manager when any of the following proof of compliance is provided:
  - a. Two (2) jumpseat forms or two (2) boarding passes from an air carrier other than Envoy or American Airlines indicating the date, time and the location of the failed attempts or alternate form of proof; or,
  - b. A passenger name record (PNR) printout for an ID90/ZED or ID90/ZED return receipt indicating the date, time and location of the failed attempts; or,
  - c. Two (2) printouts of a G\*L[FLT#]/[DATE][DPT CTY]/PALL RES entry, or equivalent, showing the Flight Attendant's passenger listing on any Envoy or American Airlines flights; or,
  - d. A PNR printout if flight cancels more than four (4) hours prior to its scheduled departure.
  - e. Any combination totaling two (2) of the individual items listed in (a), (b) and (c) above. For example, one (1) jumpseat form plus one (1) printout of a G\*L[FLT#]/[DATE][DPT CTY]/PALL or equivalent would constitute compliance.
  - f. It is understood that the Flight Attendant does not have to be at the airport at the time her/his commuting flight cancels.
  - g. The Flight Attendant will have thirty (30) days to submit the appropriate documentation to substantiate the attempts to commute to work to her/his Flight Service Manager.
2. If a Flight Attendant is unable to report for her/his adjusted scheduled flying, the Missed Assignment (MA) code shall remain. If the Flight Attendant is unable to report for her/his adjusted flying due to commuting difficulties and is able to substantiate a good faith effort to commute, she/he shall not receive an additional missed assignment.

#### E. Late Report (LR)

A Flight Attendant may request that a "Late Report" be removed from her/his work history. To utilize the "Late Report" removal procedure, the following criteria MUST be met.

1. The Flight Attendant, who through the use of ordinary care, but due to an extraordinary circumstance, anticipates that she/he will report late for an assignment, will call Crew Scheduling prior to the sign-in time for the assignment.



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- a. If the Flight Attendant is unable to make contact with Crew Scheduling, she/he should call their Flight Service supervisor prior to scheduled sign-in time for the pairing.
  - b. If the Flight Attendant is unable to make contact with her/his Flight Service supervisor, she/he should call AVRS and do the following:
    - i. Follow all prompts until the voice response requests the Flight Attendant to enter the first four characters of her/his “DECS” (or its equivalent) password and employee number.
    - ii. Enter “DECS” password and employee number.
    - iii. At that point, AVRS will create a permanent record that the call was placed. This record can be used to document the Flight Attendant actually attempted to call Crew Scheduling.
2. It is understood that if calling while driving an automobile, the Flight Attendant will place such call from a safe and secure location out of the lane of traffic, while the vehicle is fully stopped.
  3. The Flight Attendant must actually reach the airport and work the pairing for which she/he was originally assigned without causing a delay directly attributable to that Flight Attendant, or another pairing should the Flight Attendant be assigned alternate flying by Crew Scheduling in accordance with Section 8 of this Agreement.
  4. Following the report after sign-in time, the following procedures must be followed:
    - a. If a Flight Attendant signs in for her/his pairing after the scheduled sign-in time, she/he understands that a “Late Report” is automatically registered. However, a Crew Scheduler or supervisor may direct a Flight Attendant to forgo sign-in in order to expedite her/his arrival to the departure gate.
    - b. Should she/he wish to have the “Late Report” removed, at the point which the Flight Service Manager discussed the Late Report with the Flight Attendant, a request must be made to have the Late Report removed.
  5. It is understood that a Flight Attendant need not utilize the Late Report removal procedure on a day declared by Envoy to be a “Transportation Emergency” (“TE”) Day.
- F. The Commuting Policy (CP) coded entry will not be used in any corrective action or evaluation of any corrective action under the Attendance Control Policy (ACP). The Commuting Policy (CP) coded entry will be removed by the Company from the Flight Attendant's HI10 (or its equivalent) upon request of the Flight Attendant at the time of resignation or transfer to American Airlines.



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## SECTION 32

### Employee Assistance Programs (EAP)

#### A. Recognition

1. The Company and the Union agree to work jointly in coordinating the services of their respective Employee Assistance Programs (EAP).
2. Upon request, the Company will meet quarterly with the AFA MEC EAP Chair(s) to discuss cooperative activities and efforts.

#### B. EAP Notices to Flight Attendants

1. AFA EAP contact information will be provided and/or included by the Company on its Flight Service website.
2. The AFA MEC EAP Chairperson shall coordinate with the Company's Director of Training to reach agreement on the method to disseminate information on AFA EAP services/resources during new hire and recurrent trainings for Flight Attendants and during the Company's In-Flight training programs for supervisors and alternates.
3. The Company will permit AFA EAP notices to be placed in Flight Attendant mailboxes and on designated AFA bulletin boards. Such notices shall be in accordance with Section 24.A. of this Agreement.

#### C. EAP Referrals

1. Whenever the Company refers a Flight Attendant to the Company EAP, either verbally or in writing, AFA EAP contact information will also be provided in the same manner as the Company EAP referral and at the same time.
2. AFA EAP contact information shall be included in any notice to a Flight Attendant concerning attendance or performance. Additionally, in any meeting with a Flight Service manager concerning attendance or performance, a card containing AFA EAP contact information shall be given to the Flight Attendant. Such cards will be provided by AFA.

#### D. EAP Representatives

1. Accident: In addition to the AFA MEC Chairperson, the Company will immediately release from duty a minimum of one (1) EAP Committee member from each base in the event of an aircraft accident as defined by the NTSB. The Company will provide EAP Committee members with positive space travel to domicile, if necessary. Additional emergency situations may be designated by the Company and these provisions will apply.
2. In the event of any accident, the Company will not take any action to hinder the Association's access to the accident site. The Company shall facilitate and expedite the arrival of the Envoy Air Inc. AFA Go-Team Representatives to the accident site.



3. Debriefing and Diffusion: Whenever a Flight Attendant(s) is debriefed by the Company under the provisions of this Section, an AFA EAP representative(s) will be permitted to participate in the session(s). Such situation may also be diffused solely by an EAP representative. Such AFA EAP representative(s) will be removed from any portion of scheduled flying or reserve duty as necessary to participate in a debriefing/diffusion.
4. Once approved, the Company will not rescind an AFA pairing drop or release from reserve duty for a member who is scheduled to attend an AFA EAP training or meeting.
5. When a situation arises that necessitates EAP Flight Attendant assistance, the Company will provide access to crew rooms and, if available, on-site meeting rooms in order for AFA EAP to meet with Flight Attendant(s).
6. The Company and AFA EAP will keep each other advised through written notice of any changes in authorized representatives and changes in EAP-related policies.
7. Debriefing Environment: The Company will provide a safe, private and quiet environment in which the Company and AFA EAP representatives will conduct debriefings with Flight Attendants.

**E. Critical Incident/Emergency Response**

1. The Company critical incident stress management program and/or emergency response program shall include confidential peer support through AFA EAP (or its designee) to Flight Attendants who have been involved in or affected by an accident and/or incident.
2. The AFA EAP Chairperson will be included on notices sent by the Corporate Event Reporting System (“CERS”) for Envoy Air Inc.
3. AFA EAP will be incorporated into the Company's notification processes, trainings and procedures established in conjunction with the Company's Emergency Response Plan and/or Critical Incident Procedure.

**F. Critical Incident Stress Management (CISM) Procedure**

1. Definition: A Critical Incident is any accident, incident or air disaster resulting in serious injury, severe turbulence, any hijacking incident, actual evacuation of an aircraft, physical assault of a Flight Attendant, death in-flight or on a layover, fire onboard, medical emergency in-flight with use of AED, aircraft decompression during flight or any other catastrophic event in which a Flight Attendant is involved during the course of her/his duty with the Company.
2. Notification: The Company will notify the MEC President and MEC EAP Chair via the EAP Hotline as soon as practical of an occurrence outlined in F.1. above. Notification for additional situations, where appropriate, will be made.



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3. Aid to Flight Attendant: In the event of a critical incident set forth in paragraph F.1., above, or any additional situation that the Company EAP deems appropriate, the following will apply:
- a. The Flight Attendant will be provided with immediate medical attention, and to the extent possible, isolated from the media. This will also apply to acute illness while out of domicile.
  - b. The Company will promptly notify the designated emergency contact of each Flight Attendant involved if the Flight Attendant is incapacitated or requests the Company to do so.
  - c. The Company will release a Flight Attendant from further duty without loss of pay if the Flight Attendant feels she/he is unable to continue to perform her/his duties. The CI Code will be used to remove Flight Attendants from any pairing where CISM is required. A CI removal will not count as an occurrence under the Company's attendance/disciplinary policies.
  - d. If the Flight Attendant feels she/he is unable to continue to perform her/his duties, she/he will be provided a positive space pass on the next available flight to her/his domicile or home unless a government entity requires the Flight Attendant to remain available for the investigation. In such circumstance, the Company will provide a hotel room.
4. Catastrophic Event:
- In the event of a catastrophic event (i.e. hijacking, aircraft accident, physical assault, etc.) the following provisions shall apply in addition to F.3. above:
- a. The Flight Attendant will be released for a minimum of seven (7) days with full pay and credit.
  - b. Should the Flight Attendant not be able to return home immediately, the Company will absorb costs of lodging, meals and travel until she/he is able to return home and transportation is secured.
  - c. The Company shall promptly notify the designated emergency contact of each Flight Attendant involved in a catastrophic event. The Company shall provide positive space, on or offline, transportation and lodging, free of charge, to a Flight Attendant's eligible family members as outlined in the Company's pass policy to and from the location of the Flight Attendant involved in the event. In the case of a death of a Flight Attendant, the Company shall arrange for the timely return of the body to the location requested by the Family.



5. Investigation Participation

A Flight Attendant requested or required by the Company or a government agency to participate in an accident or incident investigation or hearing involving a Company aircraft will be released from schedule to do so, with pay protection and will be furnished positive space transportation by the Company. In such circumstances, the Company will provide a hotel room.

**G. Incident with Potential for being Declared Critical Incident**

When a situation arises with the potential to be declared a Critical Incident, the situation will be handled as follows:

1. The Flight Service Manager will immediately contact both the Company and Union EAP Representatives to relay the facts giving rise to the request for removal by the Flight Attendant(s).
2. The Company and the Union EAP Representatives will be consulted within seventy-two (72) hours to determine whether the situation should be declared a Critical Incident.
3. The Flight Service Manager will remove the Flight Attendant(s) from further duty. The removal will be coded as "PG" (pending). Such leave shall not be subject to staffing.
4. If both EAP Representatives concur, the removal will be re-coded "CI" (Critical Incident) and the time removed from further duty will be without loss of pairing pay and will not result in a reduction of the minimum monthly guarantee or the adjusted guarantee.
5. Following the event(s) giving rise to the potential Critical Incident, the Flight Attendant(s) may submit a request to an Flight Service Manager to be removed from further duty if she/he believes that she/he is unable to continue to perform her/his duties. The request may be made either in person or by telephone.
6. In addition, the Flight Service Manager will promptly authorize positive space pass travel for the Flight Attendant(s) to either their domicile or station closest to their home. It is recognized that the station nearest the Flight Attendant's home may be a location other than their domicile.
7. If consensus is not reached on whether or not a Critical Incident occurred, then the Flight Attendant will have option to have the time dropped coded as follows:

<b>Unpaid Codes</b>	<b><u>Paid Codes</u></b>
<u>PO (Personal Other)</u>	<u>PVD (Paid Vacation Day)</u>
<u>PE (Personal Emergency)</u>	<u>SK (Sick Leave)</u>
<u>US (Unpaid Sick)</u>	



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None of the above codes will count against the Flight Attendant's attendance or be used as a countable occurrence, nor be cited in any letter of advisory.

H. The Company will consider recommendations from the Association prior to any changes in plans, policies, procedures, services and arrangements related to the Company Critical Incident Stress Debriefing (CISD) program, Company EAP, Alcohol and Drug Testing. Such changes will be discussed with the AFA EAP prior to implementation.

**I. Professional Standards**

1. When a conflict between Flight Attendants or between a Flight Attendant and another co-worker is brought to the attention of the Company in the first instance, the Company may refer that issue and the Flight Attendant(s) involved to AFA EAP. The referred Flight Attendant(s) will be encouraged to settle their conflict in a reasoned, no-fault manner.
2. The Company acknowledges that in order to be effective, Professional Standards activity must be and remain completely confidential within the AFA EAP system. The Company also agrees not to cite a Flight Attendant's involvement with the Professional Standards Program of the EAP in any subsequent disciplinary proceedings or work history.
3. The Company recognizes the AFA Professional Standards Committee and agrees to meet with said committee periodically to discuss issues of mutual concern.

**J. Drug and Alcohol Testing**

A Flight Attendant charged with a first drug or alcohol testing violation will be eligible for conditional reinstatement upon successful completion of the EAP's designated rehabilitation program. The policy for Flight Attendants shall be no less favorable than for any other employee group. In the event that policy changes are made for all other employee groups, such changes may be applied to the policy for Flight Attendants.



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## SECTION 33

### Geographic Emergency - Aircraft Repositioning

- A. A “Geographic Emergency” means any event occurring naturally and/or that is man made, that would endanger life and/or property in an area where a maintenance facility, domicile, out-station, or any other facility which the Company must protect is located.
- B. The following geographic aircraft repositioning plan will be followed in order to provide the most expeditious means to protect life and Company property, when a Geographic Emergency is approaching, or is eminent:
1. The Company will maintain a standing list of Flight Attendants who agree to be available to volunteer when needed for the purposes of emergency aircraft repositioning.
  2. A Flight Attendant may request to be removed from the volunteer list. Such request shall be effective no later than fourteen (14) days after the submission date of the request. However, Flight Attendants on the volunteer list shall maintain their right to all schedule adjustment provisions as provided for in this Agreement.
  3. In the event there are insufficient volunteers to conduct a Geographic Emergency operation, the Company will assign Flight Attendants in accordance with the order of assignment provisions of this Agreement as provided for in Section 8 of this Agreement.
  4. A Flight Attendant who volunteers, or is assigned to fly a Geographic Emergency flight, will receive per diem, in accordance with Section 5 of this Agreement, lodging and transportation, and will receive a fifty dollar (\$50) bonus for each overnight that she/he is away from domicile.



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## SECTION 34

### Hotels

- A. 1. The Company will provide, at no expense to the Flight Attendant, comfortable and adequate single occupancy lodging at overnight stations, on all CDO pairings, and training away from her/his domicile. The provisions of this paragraph shall not apply to new hire initial training.
2. Day Rooms – When a Flight Attendant's ground time, outside of her/his domicile, is scheduled for or anticipated to be more than five (5) hours, inclusive of the assignment to new flying period in Section 8.F. of this Agreement, Day Rooms will be shared but only if both Flight Attendants are of the same sex. A Flight Attendant may be required to remain at the airport for the two-hour assignment to new flying period in Section 8.F. of this Agreement; however, if there are no flights scheduled to arrive or depart from that airport during the two-hour period, or if she/he requests to be, and is, released by Crew Scheduling, the Flight Attendant will not be required to remain at the airport for the two-hour period and will be provided the day room.
3. In-domicile Overnights – If an overnight pairing cancels or splits in domicile, the Flight Attendant(s) originally scheduled to work the pairing(s) will be provided a comfortable, safe and suitable single-occupancy hotel room, if requested, so long as the actual rest period has been rescheduled to less than ten (10) hours. If the overnight is more than the above rest, the Flight Attendant may still request a hotel room but it will be provided at the Company's discretion. However, the discretionary decision will be applied no less favorably to Flight Attendants than to pilots on the same crew.
- a. A Flight Attendant who is a commuter may request a hotel in domicile to allow her/him to commute the night before or the last night of a pairing or block of reserve days. Such consideration will be granted to a Flight Attendant who is a commuter four (4) times in a contractual month. For the purpose of this settlement, a commuter is a Flight Attendant whose address on file is greater than fifty (50) miles from her/his domicile airport. Hotels must conform to Section 34 of this Agreement. [SL-KK]**
4. If it is determined that a hotel room will not be available within sixty minutes (:60) after check-in at the hotel, the Flight Attendant can request that the hotel provide another comparable quality accommodation and advise Crew Scheduling.



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5. When irregular operations (e.g. weather, diversions , etc.) require Flight Attendants to layover in an unscheduled location and to stay in an unscheduled hotel, Crew Scheduling or the appropriate Company representative will be authorized to secure appropriate hotel accommodations. Such accommodations shall meet all minimum requirements in accordance with the provisions of this Section.

**B. Transportation & Meals**

1. The Company will provide safe and reliable transportation between the airport and lodging facilities.
  - a. The hotel van or contracted transportation will make a stop en route to the hotel at suitable eating facilities, if such is unavailable near the lodging.
  - b. If no such suitable establishment is en route to the hotel, the Flight Attendant will be provided transportation to and from a suitable restaurant.
2. In the event a crew has waited more than fifteen minutes (:15) at the curb for transportation to or from the hotel, the crew will be reimbursed for the amount of the taxi, if the hotel does not pay for the taxi. The intent of this paragraph is to provide one (1) crewmember reimbursement per incident.

**C. General**

1. The Company, upon request, will meet with the Union Hotel Committee at least on a quarterly basis at pre-determined, mutually acceptable dates, locations and times to discuss accommodations.
2. The Company will provide the Hotel Committee or other Union-designated MEC representative with a complete listing, including the complete address and phone numbers, of every hotel with which the Company has an agreement to provide lodging for Flight Attendants.
3. Recommendations of the Union's Hotel Committee will be given serious consideration by the Company and management will implement any recommendations whenever it is feasible and practical to do so without causing the Company to incur an unreasonable increase in cost. The Company will accept one of the top three AFA selections for each layover location provided the hotel selected accepts the contract terms proffered by the Company.
4. All reports and documentation of non-compliance of hotel contracts will be addressed and responded to in the manner required and agreed to as set out in the hotel contract in question. The Company agrees to take immediate action if there is a major breach in the safety and security provided by the hotel to our crews. The Union will be provided copies of all reports and documents associated with the incidents and/or instances of non-compliance, upon request.



5. The Union Hotel Committee shall work with the Company or the hotel consulting business contracted by the Company in determining the layover and back-up hotels. The Company shall confer with the Committee in all phases of the selection process including review of the initial list of hotels supplied by the hotel consulting company, the narrowing of the list and site visits. Appropriate confidentiality agreements may be required. When the Company's hotel administrator goes on a review/visit of a hotel which is currently used or is being considered to be used by the Company to lodge Flight Attendants, it shall afford the Union's designated representative the opportunity to attend the review/visit and shall relieve the Flight Attendant from any of her/his pairing(s), as requested by the Union and will pay the affected Flight Attendant as if she/he had flown the time removed. Furthermore, if the hotel being reviewed/visited offers complimentary room accommodations for the Flight Attendant, the Company shall facilitate the arrangements of such accommodations and the Flight Attendant will not be charged for the single occupancy room. If offline transportation is required to facilitate the hotel review/visit, the Company will request passes, if available, from the offline carrier on behalf of the Association's Representative. Any charges associated with passes that are secured on the Flight Attendant's behalf will be paid for by the Association. The Company shall reimburse a Flight Attendant for any arrival and departure fees associated with the travel.

**D. Hotel Standards**

The Company will ensure that the following list of minimum standards is met by all of the hotels used for crew overnights in the Continental United States. The standards below marked with an asterisk (\*) must be provided in all hotels system-wide. Any standard listed below may be waived by mutual agreement with the Union Hotel Committee.

1. Hotel Services

- \*Twenty-four (24) hour front desk operation or twenty-four (24) hour security guard
- \*Reliable wake-up services and/or functioning alarm clock
- \*Free toll-free calls
- \*Clean and pest free rooms
- Complimentary Business Center computer with internet and working printer
- \*Hotel will ensure food options at standard cost with layovers on Thanksgiving, Christmas and New Year's holidays when hotel restaurant is either closed or open for limited hours.

2. Safety

- \*Located in safe area



- \*Well-lit hallways
- \*Smoke detectors in guest rooms
- \*No first floor rooms
- All rooms open onto interior hallway unless agreed otherwise.
- \*There shall be a secondary locking mechanism on guest room doors.

3. Rooms

- \*Single occupancy with double, queen or king sized beds, no Murphy beds
- \*No connecting rooms except with another Company crewmember
- \*Clean and neat
- \*Linen and towels changed before each occupancy
- \*Working air conditioning and heater in rooms as warranted by the climate
- \*Working showers with hot water
- No handicap rooms
- \*Iron and ironing board provided upon request if not provided in-room

4. Flight Attendants who do not receive the above minimum standards may notify the Company and AFA Hotel Committee of the discrepancy and it shall be addressed in the hotel complaint process.

5. Preferred but not Required Items

- Complimentary breakfast provided
- Early-morning departures “grab and go” provided if prior to the start of breakfast
- Discount off in-house/on premise restaurant
- Complimentary in-room coffee
- Refrigerator and microwave available for Flight Attendant use
- Free local calls
- Transportation by the hotel or contracted transportation company to and from suitable eating facilities.
- Complimentary internet provided and/or complimentary wireless access where available.

**E. Hotel without Water – Procedures**

In the event a designated layover hotel is without water service or without water of sufficient quantity for a Flight Attendant to tend to her/his physiological/hygienic needs (e.g., bathing/showering, brushing of one's teeth, toilet flushing), the following shall apply:



1. If the Company knows prior to the block-in of the flight immediately preceding the layover that the layover hotel is without water service or anticipates no water service for the duration of the layover of a sufficient quantity for the Flight Attendant to tend to her/his physiological/hygienic needs (e.g. bathing/showering, brushing of one's teeth, toilet flushing), the Company will provide the crew with single room accommodations in an alternate hotel.
2. It is understood that the duty period will not end and the rest period will not begin until such time as Crew Scheduling confirms reservations at the alternate layover hotel.
3. If it is not known prior to the point at which the crew departs for the layover hotel, that the layover hotel is without water or without water of sufficient quantity, or upon learning that the hotel is without water or without water of sufficient quantity for a Flight Attendant to attend to physiological/hygienic needs, the Flight Attendant will immediately contact Crew Scheduling to report the situation. (If telephone contact directly from the Flight Attendant cannot be made, she/he will contact the Airport General Manager at the layover station who will in turn contact Crew Scheduling on behalf of the Flight Attendant(s).)
  - a. If no acceptable alternative hotel accommodation can be provided as described in paragraph one (1) and a Flight Attendant is compelled to utilize the substandard hotel, the subsequent day the crew will operate its assigned return flight to the domicile at which point the following will apply: the Flight Attendant may opt to be removed from the remainder of the day's flying including the incidental return leg to domicile, following a layover, if applicable. It is understood the Flight Attendant will be paid and credited as if she/he had flown the flying from which removed pursuant to this paragraph.
4. Following the paid and credited removal from flying pursuant to paragraph 4.a. the Flight Attendant will return to her/his original pairing.
5. Once notified that a hotel is without water service or without water service of sufficient quantity, to tend to her/his physiological/hygienic needs (e.g. bathing/showering, brushing of one's teeth, toilet flushing), the Company's applicable corporate travel department will conduct an internal investigation to determine whether the situation represents a material breach of its contract with the hotel such that a new layover hotel should be contracted.



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## SECTION 35

### Injury on Duty Leave / Restricted and Transitional Duty

- A. 1. A Flight Attendant who is eligible for worker's compensation or El Fondo benefits, will have her/his claim administered under the state or territory in which she/he is domiciled or may choose to file her/his claim in another jurisdiction, as applicable. Her/his eligibility to claim benefits in a particular state will be governed by such state's specific statutes. Such Flight Attendant shall be placed on an Injury on Duty (IOD) status.
2. A Flight Attendant who is eligible for El Fondo benefits may use accrued sick leave and/or vacation to make up the difference between the El Fondo benefits and two-thirds (2/3) of the Flight Attendant's average weekly wage.

#### **B. Pay Protection and Compensation**

1. The Flight Attendant shall be pay protected for any remaining and scheduled flights on the duty day in which the IOD occurs.
2. A Flight Attendant may use her/his sick leave and/or vacation time during the statutory waiting period. Such Flight Attendant's sick bank and/or vacation bank will be restored if the IOD Leave exceeds the statutory waiting period and the Flight Attendant receives state-paid income replacement for that time. The Flight Attendant will repay the Company for the worker's compensation or El Fondo benefits received for the waiting period and that amount (converted to equivalent pay hours) will be restored to her/his sick leave and/or vacation bank.
3. After the bid month in which the IOD occurred, a Flight Attendant may utilize sick leave or vacation to augment the worker's compensation benefit as follows:
- a. A Flight Attendant who is expected to be on an IOD leave for an entire bid period shall be entitled to "paper bid" in accordance with Section 8.B.4. of this Agreement. The difference between the credited hours awarded on such "paper bid" and the worker's compensation benefit may be made up using sick leave and vacation.

#### **C. Benefits**

1. While on IOD leave, a Flight Attendant will retain medical insurance as though an active employee for a minimum of twelve (12) months from the last day on payroll. If the Flight Attendant returns to active status for at least ninety (90) days and then goes back on IOD leave for the same injury/illness, the 12-month clock will start anew. Additionally, if a Flight Attendant returns from an IOD to active status and subsequently goes back out on an IOD leave for a different illness or injury, the benefits clock starts anew.



2. A Flight Attendant on IOD will continue to receive monthly sick leave accruals if she/he has qualified for such benefit under Section 20.C. of this Agreement, in the year prior.
3. A Flight Attendant on an IOD Leave will retain and accrue all forms of seniority for the duration of the leave.
4. A Flight Attendant who has vacation scheduled to occur during an IOD leave shall have the following options:
  - a. Receive vacation pay when she/he returns from the leave.
  - b. Rebid her/his vacation to an available slot if timing allows. If the timing of the accident/injury does not allow rebidding, the Flight Attendant may trade with any un-awarded vacation block.
  - c. Receive vacation pay-out during that vacation calendar year at anytime during the IOD leave.
5. A Flight Attendant who has suffered an occupational injury on duty (IOD) need not use or exhaust her/his sick leave bank before going on medical leave, except where prohibited by law.

**D. Transitional Duty (for IOD) & Restricted Duty (for Non-IOD injury/illness)**

1. The Company may request a Flight Attendant on IOD leave to perform Transitional Duty. If a Flight Attendant declines Transitional Duty, the Company may cancel her/his worker's compensation pay within the guidelines of the applicable state's statutes. All Transitional Duty offered must adhere to the restrictions below. Any work offered that does not meet the below restrictions and is subsequently refused, shall not result in the cancellation of any benefits.
  - a. All transitional duty offered must be within the guidelines and the restrictions specified by the Flight Attendant's primary treating physician.
  - b. The site at which the work is to be performed may not exceed thirty-five (35) miles from the Flight Attendant's residence without her/his agreement.
  - c. The Transitional Duty may not exceed five (5) days and may not exceed forty (40) hours per calendar week. This does not preclude the Flight Attendant and management from reaching an alternate and mutually agreed-upon schedule.
2. A Flight Attendant may request or be offered Restricted Duty while on Medical leave. The performance of Restricted Duty is completely optional for the Flight Attendant and the Company is not required to offer such duty assignments.



3. A Flight Attendant will be permitted to attend physician's visits and physical therapy during the day(s) on which she/he performs a Transitional or Restricted duty assignment. Such Flight Attendant will attempt to schedule these visits so as not to conflict with the Transitional or Restricted duty assignment. If this is not possible, then she/he may have her scheduled hours or days adjusted, by mutual agreement, to accommodate the appointment.
4. Flight Attendants will receive their normal rate of pay, including per diem associated with the actual hours worked, during the Transitional or Restricted Duty assignment and shall be allowed to paper bid in accordance with Section 8.B.4. of this Agreement. If performing Transitional or Restricted duty in the bid month injured, the Flight Attendant shall be paid for pairings missed.
5. Flight Attendants working Transitional or Restricted duty shall be considered to be on active status. In addition, the clock for medical benefits determination shall be stopped for the portion of the month(s) in which a Flight Attendant performs a Transitional or Restricted duty assignment.

**E. Return to Duty**

A Flight Attendant returning from an IOD leave of absence will be returned to duty and/or pay status no later than two (2) weeks from the date that all required information has been submitted to the Company. The two-week time period begins with the submission of all required information per the Company's initial request.

1. **A Flight Attendant who is offered a training date for which she/he is legal and available within the two-week period, but declines to attend such training, choosing instead to attend training following the two-week period, is deemed to have waived the reinstatement to paid status until such time as she/he actually begins training.**  
**[SL-H]**

**F. General**

1. No leave taken pursuant to this Section will count as an attendance occurrence or otherwise be used in any way as the basis for discipline against a Flight Attendant, unless it is subsequently determined that the Flight Attendant falsified or misrepresented any information in relation to such leave.
2. IOD leaves may not exceed five (5) years in duration. If a Flight Attendant returns to active status from an IOD leave of absence and subsequently goes back out on an IOD leave, the five-year clock starts anew.



3. The direction of medical care will be governed by each state's specific worker's compensation statues and guidelines (e.g., a Flight Attendant will have the right to use her/his personal physician to diagnose and treat any injury on duty if permitted by state law and approved by the worker's compensation board, if required).
4. A Flight Attendant on an IOD leave of absence will be permitted to use travel privileges in accordance with Company policy. Flight Attendants may travel upon request and approval of the Company. Examples of such requests may include but are not limited to the following: A9 qualifying emergency, to seek medical treatment not available locally or Union Business.



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## SECTION 36

### Duration

- A. This Agreement shall become effective January 1, 2013 except as otherwise set forth in this Agreement, and shall continue in full force and effect until and including eight (8) years from July 1, 2012 and shall renew itself without change until each succeeding July 1 thereafter, unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party within two hundred (200) days prior to the 1st day of July in any year, beginning with 2020.
- B. Should written notice of intended change be served in accordance with paragraph A., above, the Association and the Company shall meet and begin Section 6 negotiations no later than one hundred eighty (180) days prior to the 1st day of July.
- C. Amendment Round Negotiations**
1. The Association and the Company have agreed that in 2016 both parties shall enter into a period of negotiations, which will culminate in binding arbitration if mutual agreement is not reached. Such mutual agreement or binding arbitration may alter the terms and conditions of this Agreement.
  2. The parties agree that any terms and conditions altered by mutual agreement or by the arbitration award will become part of the Agreement. However, the duration of the Agreement will not be altered.
  3. The "Amendment Round Negotiations" shall proceed as provided for in Letter of Agreement T, "Amendment Round Negotiations."

Whereof, the parties have signed this Agreement this 26th day of July, 2012.

FOR ENVOY AIR, INC.

Linda Kunz  
Vice President – Flight Service

FOR THE ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

/s/ Sara Nelson

Sara Nelson, International President

Robert Barrow, MEC President

/s/ Paula Mastrangelo

Paula Mastrangelo, Staff Negotiator



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## Letters of Agreement

Side Letter	Description
A	Change in Name of Corporation
B	Retention of Company Seniority
C	Employment Consideration
D	Jumpseat Agreement
E	Anticipated Misconnect Flight Reclamation
F	SJU Maternity Benefits
G	All Weekends Off Reserve Lines
H	Right to Reinstatement to Paid Status Following Leave of Absence
I	Transitional Leave of Absence for AA Flight Attendant Employment
J	New Hire Vacation Accrual for Company Transfers
K	Section 8 Examples (8.F.2.a.)
L	Automated Pairing Trading with Open Time (TTOT)
M	ASAP ( <b>Renewed December 16, 2016</b> )
N	PBS
O	Profit Sharing ( <b><u>Deleted 2012 SL per Mid-Term Modifications / Replace with 2016 AAG LOA</u></b> )
P	1113 Global Me-Too
Q	Document Clean-Up
R	Expedited Arbitration
S	Early Out Incentive
T	Amendment Round
U	Contract Interpretation Committee
V	1113 Administrative Claim
W	Dispute Resolution Process for “Included” Claims to the 1113 Admin Claim



Side Letter	Description
<b>X</b>	Implementation Bankruptcy Agreement and Disposition of Side Letters
<b>Y</b>	Compensating Union Appointed PBS Trainers
<b>Z</b>	Buddy Bidding – Amendment of CBA Section 8.E.8.c. <b>(Deleted 2013 SL/ Replace with 2017 SL)</b>
<b>AA</b>	Deletion of Reference to “El Fondo”
<b>BB</b>	TDY Bidding and Awarding Timeline
<b>CC</b>	Changes Required for Implementation of Preferential Bidding System
<b>DD</b>	<u>Standby Reserve Awards in the PBS Environment</u>
<b>EE</b>	<u>Benefits Look Back Period Grievance Settlement # 22-99-2-44-14</u>
<b>FF</b>	<u>Failure to Complete Work Assignment Prior to Commencement of a Scheduled Vacation Block</u>
<b>GG</b>	<u>Training Bid Timeline</u>
<b>HH</b>	<u>Vacation Slide / Vacation Expansion</u>
<b>II</b>	<u>TDY Bidding AFA Grievance Settlement # 22-99-2-35-14</u>
<b>JJ</b>	<u>PBS Minimum Credit Grievance Settlement # 22-99-2-26-14</u>
<b>KK</b>	<u>Global Me-Too, SL P # 22-99-2-44-15 and Flying when No Flying Lost # 22-99-2-79-06 Settlements</u>
<b>LL</b>	<u>Embraer 175 Slide Deployment</u>
<b>MM</b>	<u>Mid-Term Modifications of the 2012 Agreement</u>
<b>NN</b>	<u>Section 26.1 and 32.E.2 (CERS) Grievance Settlement # 22-99-2-28-15</u>
<b>OO</b>	<u>Uniform Conversion to Cash Value</u>
<b>PP</b>	<u>Union Security and Dues Check-Off</u>
<b>QQ</b>	<u>TTOT (Implementation of the New System)</u>



<b>Side Letter</b>	<b>Description</b>
<b><u>RR</u></b>	<u>Section 32.G, Grievance Settlement # 22-99-02-80-15</u>
<b><u>SS</u></b>	<u>MEC: Side Letter N and Section 8.6.a.b. AFA Grievance Settlement # 22-99-02-57-15</u>
<b><u>TT</u></b>	<u>MEC: Section 8.T.1.c Grievance Settlement #22-99-02-59-15</u>
<b><u>UU</u></b>	<u>PBS Make Whole Provision Side letter and Extension of LOA</u>
<b><u>VV</u></b>	<u>AFA Grievance Settlement # 22-99-2-22-12 (IOD Leave)</u>
<b><u>WW</u></b>	<u>Distance Learning/Computer Based Training (CBT) Pay AFA Grievance Settlement # 22-99-03-32-15</u>
<b><u>XX</u></b>	<u>AFA Grievance # 22-58-02-17-13 Section 19.1 (Training/ Commute Hotel)</u>
<b><u>YY</u></b>	<u>Late Reserve Assignments, AFA Grievances # 22-59-2-74-14 and # 22-52-2-79-14</u>
<b><u>ZZ</u></b>	<u>Side letter N Implementation of PBS Grievance Settlement # 22-99-02-61-14</u>
<b><u>AAA</u></b>	<u>Side letter AAA Grievance Settlement # 22-99-02-34-17 - Probation &amp; Seniority</u>
<b><u>BBB</u></b>	<b><u>AFA Grievance # 22-99-02-17-17 Medical Leave Recertification</u></b>
<b><u>CCC</u></b>	<b><u>Monthly Special Assignment</u></b>
<b><u>DDD</u></b>	<b><u>Badge Scanning Letter</u></b>
<b><u>EEE</u></b>	<b><u>Sick Bank Payout</u></b>



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**SIDELETTER – A**

LETTER OF AGREEMENT  
between  
AMERICAN EAGLE AIRLINES, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
AMERICAN EAGLE AIRLINES, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Change in Name of the Corporation

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between the Company (hereinafter referred to as the “Company”), and the Flight Attendants in the service of Envoy Air, Inc. as represented by the Association of Flight Attendants-CWA, AFL-CIO (hereinafter referred to as the “Union”).

THE PARTIES AGREE that, in the event the Company's corporate name changes (whether due to a divestiture, sale, merger or any other cause), the parties will change all references to the current corporate name in the Collective Bargaining Agreement (“CBA”) to references to the new corporate name. However, the new name (including its underlying cause) and references to it in the CBA will not result in any substantive change to the CBA.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 16 day of October, 2012.

FOR ENVOY AIR, INC.

FOR THE ASSOCIATION OF  
FLIGHT ATTENDANTS-CWA, AFL-CIO

Linda Kunz  
Vice President – Flight Service

/s/ Sara Nelson \_\_\_\_\_

Sara Nelson  
International President

Robert Barrow, MEC President

/s/ Paula Mastrangelo \_\_\_\_\_

Paula Mastrangelo, Staff Negotiator



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## SIDELETTER – B

April 15, 2014

Robert Barrow  
MEC President  
Association of Flight Attendants, AFL-CIO  
501 Third Street, NW  
Washington, DC 20001

Re: Retention of Company Seniority

Dear Mr. Barrow:

Following a review of our past policy regarding the retention of Company seniority when hired from an AAG affiliate to a position covered by the Envoy Air/AFA Agreement, the company has agreed to acknowledge such prior service for company seniority purposes only, as they may be amended by the Company at its sole discretion. This letter shall be applicable to Company employees hired on or after October 1, 1990, who have applicable service with another affiliate of AAG Corporation.

Current or future employees who are affected by this letter will have their benefits, which are determined by Company seniority determined in accordance with the practice provided for in the Company's inter-company employment policy, as may be amended by the Company at its sole discretion.

Sincerely,

/s/ Pedro Fabregas

Pedro Fabregas  
President  
Envoy Air, Inc.

/s/ Sara Nelson

Sara Nelson  
International President  
Association of Flight Attendants, AFL-CIO

*Robert Barrow*

Robert Barrow  
MEC President  
Association of Flight Attendants, AFL-CIO



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## SIDELETTER – C

April 15, 2014

Robert Barrow  
MEC President  
Association of Flight Attendants, AFL-CIO  
501 Third Street, NW  
Washington, DC 20001

Re: Employment Consideration

Dear Mr. Barrow:

This letter will confirm our understanding reached during the discussions which led to the Agreement.

Employees covered by this Agreement will be given consideration for vacancies which become available at other AAG Companies so long as Envoy Air, Inc. remains a wholly owned subsidiary of AAG. Nothing herein is construed to waive qualification requirements or testing policies. Only qualified candidates will receive consideration for vacancies.

Sincerely,

/s/ Pedro Fabregas \_\_\_\_\_  
Pedro Fabregas  
President  
Envoy Air, Inc.

/s/ Sara Nelson \_\_\_\_\_  
Sara Nelson  
International President  
Association of Flight Attendants, AFL-CIO

  
Robert Barrow  
MEC President  
Association of Flight Attendants, AFL-CIO



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## SIDELETTER – D

October 1, 2012

Robert Barrow  
MEC President  
Association of Flight Attendants-CWA, AFL-CIO  
610 South Industrial Blvd, Suite 230  
Euless, TX 76040

Re: Jumpseat Priority

Dear Mr. Barrow:

This letter will confirm our understanding that in the event American Airlines and APFA agree upon a policy which permits the Company's Flight Attendants represented by the AFA to occupy the jumpseat on American Airlines aircraft, the Company will concur with such agreed upon policy.

Additionally, if the Company ever acquires and owns aircraft which have installed jumpseats in excess of the Flight Attendant crew compliment, the Company's Flight Attendants will have priority on traveling on those seats.

Sincerely,

Linda Kunz  
Vice President, Flight Services  
Envoy Air, Inc.

/s/ Sara Nelson

Sara Nelson  
International President  
Association of Flight Attendants, AFL-CIO

Robert Barrow  
MEC President  
Association of Flight Attendants, AFL-CIO

/s/ Paula Mastrangelo

Paula Mastrangelo  
Staff Negotiator  
Association of Flight Attendants, AFL-CIO



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## SIDELETTER – E

**MEMORANDUM OF UNDERSTANDING**  
**by and betwixt**  
**ENVOY AIR, INC.**  
**and the FLIGHT ATTENDANTS in the service of**  
**ENVOY AIR, INC.**  
**as represented by the**  
**ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

<b><u>Anticipated Misconnect Flight Reclamation</u></b>
---

The parties agree that from time to time, a Flight Attendant who has been replaced on her/his originally scheduled flight(s) due to an anticipated misconnection may arrive on her/his inbound flight in sufficient time to work the flight(s) from which she/he was removed by Crew Scheduling due to the anticipated misconnection. In such cases, the Flight Attendant may reclaim the original flight(s) from which removed or be pay protected in conformity with section 4.A. of this Agreement if returning the Flight Attendant to the originally scheduled flight(s) is not practical if the following procedures are followed.

Reserve Flight Attendants, who picked up the **pairing** from Open Time, may reclaim the original flight(s) from which removed or will be credited with 100% of the scheduled flight time if returning the Flight Attendant to the originally scheduled flight(s) is not practical.

1. To reclaim the original flight from which removed due to the anticipated misconnection, the Flight Attendant must be on the ground, in the departure terminal at the gate from which the flight to be reclaimed will depart.
2. No later than five minutes prior to the close out of the flight from which removed, the Flight Attendant must call Crew Scheduling to inform the department that she/he desires to be assigned back to the original flight from which removed.
3. At that point, Crew Scheduling will determine whether it is practical to assign the Flight Attendant back on the originally scheduled flight. If it is practical, she/he will be assigned back to the flight. If not practical, she/he will be paid the greater of the actual time of the flight(s) to which she/he was reassigned or the scheduled time of the flight(s) from which she/he was removed due to the anticipated misconnection, but would have flown if not removed.
4. In the event of a dispute concerning the time when the call was placed, it is understood that Crew Scheduling's phone log will control.



- 5. It is further understood that the parties acknowledge that flights are closed out by gate agents. Once the agent has closed the flight, it is not possible to reclaim the original assignment. Thus, no reclamation or pay protection will be due.
- 6. If a flight that has been closed subsequently is reopened by the gate agent, the Flight Attendant who had been removed from the flight due to the anticipated misconnection may place a call to Crew Scheduling during the window of opening and reclaim the flight. This call must be placed no later than five (5) minutes prior to the time when the flight actually closes following the reopening.

7. Departures to International Destinations

For the purposes of reclaiming a **pairing**, International Destinations are defined as any time a flight must be cleared by U.S. customs prior to its departure. This means that all flights taking off to a destination outside the United States are considered International. For purposes of this Memorandum of Understanding ONLY, THIS INCLUDES Canada, Mexico and the Bahamas Islands. It does NOT include the U.S. Virgin Islands or Puerto Rico. To be absolutely clear, this definition of International is applicable ONLY to the right to reclaim a **pairing** from which the Flight Attendant has been removed due to an anticipated misconnection. It does not change, amend or alter any other section of the Collective Bargaining Agreement addressing "International".

A flight to an International Destination closes when a "General Declaration Form" (i.e. the hard paper copy of the crew manifest) is hand carried and delivered by a ticket/gate agent to U.S. Customs prior to the flight's departure. The parties understand and acknowledge that it must be delivered and accurate one (1) hour prior to the flight's departure. Thus, even if a flight to an International Destination may re- open subsequent to close out, it will not be possible for a Flight Attendant to reclaim that flight.

8. Examples - Domestic Flying

A. Scheduled Departure of Flight	1500
Scheduled Close Out of Flight	1450
Flight Attendant must place call no later than	1445
B. Scheduled Departure of Flight	1500
Normal Scheduled Close Out of Flight	1450
Delay Announced	1449
Rescheduled Departure of Flight	1530
Flight Attendant must place call no later than	1515



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C.	Scheduled Departure of Flight	1500
	Normal Scheduled Close Out of Flight	1450
	Flight Closes Out	1450
	At Departure Delay Announced	1500
	Passengers Permitted to Deplane (thus flight “re-opens”)	
	New Departure Time Scheduled	1600
	New Close Out Time	1550
	If original flight not reclaimed prior to first close out, Flight Attendant must place call no later than	1545
9.	Example – International Flying	
A.	Scheduled Departure of Flight	1500
	General Declaration Form Delivered to U.S. Customs	1400
	Flight Attendant must place call no later than	1355
B.	Scheduled Departure of Flight	1500
	Normal Time for General Declaration Form to be delivered to U.S. Customs	1400
	Flight Attendant must place call no later than	1355
	Why? Flight Attendant may NOT reclaim flight once General Declaration has been delivered to Customs.	
C.	Scheduled Departure of Flight	1500
	Normal Time for General Declaration Form to be delivered to U.S. Customs	1400
	At Departure Delay Announced	1500
	Passengers Permitted to Deplane (thus flight “re-opens”)	
	New Departure Time Scheduled	1600
	Flight Attendant must place call no later than	1355
	Why? Flight Attendant may NOT reclaim flight once General Declarations has been delivered to Customs.	



AGREED

For Envoy Air

For the Association of  
Flight Attendants - CWA, AFL-CIO

Linda Kunz  
Vice President – Flight Service

Robert Barrow  
MEC President



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**SIDELETTER – F**

August 24, 2005

Reginald Salas  
MEC President  
Association of Flight Attendants - CWA, AFL-CIO

Re: SJU Maternity Benefits

Dear Mr. Salas:

This is to confirm our understanding with respect to the maternity benefits currently provided by Envoy Air, Inc. to the Flight Attendants based in SJU. Flight Attendants eligible for such benefits under Company policy receive half pay for eight (8) weeks upon their return to work. As we discussed, the Company will not reduce these maternity benefits.

Sincerely,

A handwritten signature in cursive script that reads "Linda M. Kunz".

Linda Kunz  
Vice President – Flight Service



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## SIDELETTER – G

MEMORANDUM OF UNDERSTANDING  
by and betwixt  
ENVOY AIR, INC.  
and the FLIGHT ATTENDANTS in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

ALL WEEKENDS OFF RESERVE LINES
--------------------------------

This MEMORANDUM OF UNDERSTANDING is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and betwixt, ENVOY AIR, INC., (hereinafter referred to as the “Company”) and the Flight Attendants in the service of ENVOY AIR, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS (hereinafter referred to as the “Union”).

The parties have met and agree to the following:

1. For every 150 Flight Attendants active at a domicile, the Company will create a minimum of one (1) line containing all weekends off to be awarded to no less than one (1) Flight Attendant.
2. For purposes of calculating the number of active Flight Attendants at a domicile, the number used will be that reported by administrative management concurrent with the reporting of “PO” availability for the subsequent month. It is understood that this will be prior to the opening date for Flight Attendant bidding for the subsequent month.
3. It is understood that this MOU is intended to provide clarification of Section 8.E.2.f. of this Agreement and not replace any portion of the Collective Bargaining Agreement.

ENVOY AIR

Linda Kunz                      01/03/2013  
Vice President, Flight Services

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

Robert Barrow                      01/03/2013  
President Master Executive Council



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## SIDELETTER – H

MEMORANDUM OF UNDERSTANDING  
by and betwixt  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Right to Reinstatement to Paid Status Following Leave of Absence Section 18.J.6.-7. & 35.E
---

This Memorandum is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, betwixt Envoy Air, Inc. and Association of Flight Attendants-CWA, AFL-CIO.

1. Following a Leave of Absence, the parties acknowledge that the Company has a duty to return a Flight Attendant to duty and paid status no later than two weeks from the date that all required information has been submitted to the Company per the Company's initial request.
2. Notwithstanding paragraph 1., a Flight Attendant who is offered a training date for which she/he is legal and available within the two week period, but declines to attend such training, choosing instead to attend training following the two week period, is deemed to have waived the reinstatement to paid status until such time as she/he actually begins training.
3. Except as provided in this Memorandum, all provisions of the Collective Bargaining Agreement remain in effect.

AGREED:

ENVOY AIR

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

Linda Kunz 02/27/2013  
Vice President-Flight Service

Robert Barrow 02/27/2013  
President Master Executive Council



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## SIDELETTER – I

MEMORANDUM OF UNDERSTANDING  
by and betwixt  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

TRANSITIONAL LEAVE OF ABSENCE TO TRAIN FOR AMERICAN AIRLINES FLIGHT ATTENDANT EMPLOYMENT
---

This Memorandum is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, betwixt Envoy Air, Inc. and Association of Flight Attendants-CWA, AFL-CIO.

1. The parties recognize that certain Envoy Air Flight Attendants apply to and are accepted for initial Flight Attendant training by American Airlines or its successors or assigns.
2. When a Flight Attendant is accepted into the American Airlines Flight Attendant training program Envoy Air, Inc., will place the Flight Attendant on a "Transitional Leave".
3. A "Transitional Leave" is an unpaid Leave of Absence during which a Flight Attendant may attend American Airlines initial Flight Attendant training.
4. At the commencement of a Transitional Leave of Absence, a Flight Attendant will lose all Occupational and Classification seniority with Envoy Air, Inc. She/he will maintain and accrue Company seniority for the duration of the Leave of Absence.
5. For the duration of the Transitional Leave of Absence, the Company will continue to provide basic health and life insurance coverage. The Flight Attendant will continue to be responsible for any employee contribution, at the same rate, as when actively working. The Flight Attendant must continue to pay for any supplemental coverage (e.g. supplemental medical, additional life, flexible spending, or accident plans) for the coverage to remain in effect.
6. If a Flight Attendant completes the training which triggered the Transitional Leave, upon graduation/successful completion of the training, the Transition Leave shall terminate.



7. Prior to successful completion of American Airlines initial Flight Attendant Training, and Envoy Air Flight Attendant will have the right to return to Envoy Air Flight Attendant employment. Notification of intent to return must be made within three (3) days following the date on which the Flight Attendant left American Airlines initial Flight Attendant training. Such return will be without any Occupational or Classification seniority, but with Company seniority.
8. In accordance with the Company policy in effect at the time the Transitional Leave commences, a Flight Attendant will retain the same travel privileges for which she/he was eligible prior to the leave.
9. It is understood that a Flight Attendant may not engage in outside paid employment while on Transitional Leave.
10. Except as provided in this Memorandum, all provisions of the Collective Bargaining Agreement remain in effect.

AGREED:  
ENVOY AIR

Linda Kunz      02/27/2013  
Vice President-Flight Service

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

Robert Barrow      02/27/2013  
President Master Executive Council



**SIDELETTER – J**

LETTER OF AGREEMENT  
between  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

New Hire Vacation Accrual for Company Transfers

Existing Envoy Air employees who are hired as Flight Attendants and successfully complete New Hire Training and pass the Initial Operating Experience will retain their Company Seniority and accrue vacation in the manner outlined below.

To determine the amount of vacation the Flight Attendant will be able to bid in her/his year of hire and which will be taken in the subsequent year, the following procedure will be followed:

The Envoy Air company transfer will carry in the amount of accrued and unused vacation earned from her/his non-Flight Attendant position, as determined by PayComp. For the portion of the hire year that the employee is a Flight Attendant, her/his vacation accrual rate will be determined in accordance with Section 10.A.1. of this Agreement and the actual days accrued in accordance with the schedule set forth below.

The rate at which the Flight Attendant accrues the vacation shall be determined by her/his Envoy Air Company Seniority (which is the sum of non-Flight Attendant and Flight Attendant service at any Envoy Air company position) and qualification in accordance with Section 10.B.3. of this Agreement.

The accrual rates shall be the following:

2 weeks	1.167 days/month	0-5 years of seniority
3 weeks	1.75 days/month	5 years
4 weeks	2.33 days/month	15 years
5 weeks	2.92 days/month	20 years

The carry in amount of accrued and unused vacation will be added to the “Flight Attendant” accrued vacation to determine the total number of days for which the Flight Attendant is eligible to bid.



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IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 26th day of July, 2012.

FOR ENVOY AIR, INC.

Linda Kunz  
Vice President - Flight Service

FOR THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

/s/ Sara Nelson

Sara Nelson  
International President

Robert Barrow, MEC President

/s/ Debora Sutor

Debora Sutor, Chairperson, Negotiating Committee

/s/ Paula Mastrangelo

Paula Mastrangelo, Staff Negotiator



## SIDELETTER – K

MEMORANDUM OF UNDERSTANDING  
by and betwixt  
ENVOY AIR, INC.  
and the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

8.F.2.a.

The parties have met and agree that “the check-out time of the originally scheduled pairing” as referenced in Section 8.F.2.a. of this Agreement means fifteen (15) or thirty (30) minutes (i.e., the applicable de-brief period), following the block in of the last flight of the original pairing as it was scheduled, when awarded or assigned.

Any new flying assigned must conform within the parameters represented by the following examples:

Example One

Day Three of a three day trip. Begins following a layover in XXX.

Flight	City Pair	Departure	Arrival
1.	XXX-ORD	1000	1100
2.	ORD-YYY	1200	1300
3.	YYY-ORD	1400	1500

ORD-YYY-ORD cancels.

Flight Attendant is assigned new flying.

4.	ORD-ZZZ	1300	1400
5.	ZZZ-ORD	1500	1600

This is a legal assignment of new flying because the new ZZZ turn is scheduled to check out no more than two hours (2:00) later than the check-out time of the Flight Attendant’s originally scheduled pairing.



Example Two

Day Three of a three day trip. Begins following a layover in XXX.

Flight	City Pair	Departure	Arrival
1.	XXX-ORD	1000	1100
2.	ORD-YYY	1200	1300
3.	YYY-ORD	1400	1500

Flight # 2 experiences creeping delay. Company keeps delaying departure in fifteen (15) minute increments. At 1559, flights 2 & 3 (YYY turn) are still scheduled to operate, although delayed. The Schedule, incorporating the delays, is posted to fly as follows:

2.	ORD-YYY	1600	1700
3.	YYY-ORD	1800	1900

At 1600, Flight #2 cancels. Flight Attendant calls Scheduling and is assigned to following flights:

6.	ORD-AAA	1700	1800
7.	AAA-ORD	1900	2000

This is not a legal assignment to new flying because the check-out time of the AAA turn is scheduled to check out five (5) hours later than the check-out time of the Flight Attendant's originally scheduled pairing.

Example Three

Day Three of a three day trip. Begins following a layover in XXX.

Flight	City Pair	Departure	Arrival
1.	XXX-ORD	1000	1100
2.	ORD-YYY	1200	1300
3.	YYY-ORD	1400	1500

Flight Attendant gets to XXX airport at 0900 checks her schedule and learns that Flights 2 & 3 (YYY turn) have already been cancelled.

Before departing from XXX, Flight Attendant is assigned to the following new flying:

4.	ORD-ZZZ	1300	1400
5.	ZZZ-ORD	1500	1600



At 1100, upon landing in ORD following Flight 1, Flight Attendant learns that Flights 4 & 5 (ZZZ turn) have cancelled. She calls Crew Scheduling and learns she has been assigned to the following flights:

8.	ORD-MQT	1330	1500
9.	MQT-ORD	1600	1730

This is not a legal assignment because the check-out time of the pairing following Flight 9 is not within two hours following the check-out time of the pairing if it ended with Flight 3.

Example Four

Day Three of a three day trip. Begins following a layover in XXX.

Flight	City Pair	Departure	Arrival
1.	XXX-ORD	1000	1100
2.	ORD-YYY	1200	1300
3.	YYY-ORD	1400	1500

Flight Attendant gets to XXX airport at 0900 checks her schedule and learns that Flights 2 & 3 (YYY turn) have already been cancelled.

Before departing from XXX, Flight Attendant is assigned to following new flying:

4.	ORD-ZZZ	1300	1400
5.	ZZZ-ORD	1500	1600

At 1100, upon landing in ORD following Flight 1, Flight Attendant learns that Flights 4 & 5 (ZZZ turn) are delayed. They continue to delay in fifteen (15) minute increments. At 1459, they are scheduled to operate as follows:

4.	ORD-ZZZ	1500	1600
5.	ZZZ-ORD	1700	1800

At 1500, Flights 4 & 5 cancel (ZZZ turn). Crew Scheduling assigns Flight Attendant to the following flights:

8.	ORD-MQT	1530	1700
9.	MQT-ORD	1800	1930

This is not a legal assignment. The check-out time of the pairing following Flight 9 is not within two hours (2:00) following the check-out time of the pairing if it ended with Flight 3.



Example Five

One day trip.

Flight	City Pair	Departure	Arrival
1.	SJU-SDQ	0900	1000
2.	SDQ-SJU	1100	1200
3.	SJU-DOM	1530	1700
4.	DOM-SJU	2000	2220

Entire trip cancels. Crew Scheduling replaces the trip with the following pairing:

5.	SJU-PUJ	0930	1030
6.	PUJ-SJU	1130	1230
7.	SJU-BGI	1400	1650
8.	BGI-SJU	2000	2250

This is a legal assignment of new flying because the new pairing is scheduled to check out no more than two hours (2:00) later than the check-out time of the Flight Attendant's originally scheduled pairing.

AGREED

ENVOY AIR, INC.

LINDA KUNZ  
Vice President-Flight Service

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

ROBERT BARROW  
President Master Executive Council



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## SIDELETTER – L

LETTER OF AGREEMENT  
between  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Automated Pairing Trading with Open Time (TTOT)
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The parties acknowledge that the introduction of Automated Trip Trading (TTOT) requires that certain sections of the Collective Bargaining Agreement (CBA) require modification. To fully effectuate the automated pairing trading system, the parties have met and agree to implement the following amendments to the CBA.

During the 1113 Bankruptcy Negotiations (2012), the provisions of the original TTOT Side Letter, except for the commitment to amend the CBA as needed, were incorporated into the bankruptcy CBA. The parties agree to retain the original provision below.

Should any further modifications, amendments or other adjustments to the CBA become necessary at any time while this CBA is in effect, the parties agree to meet and negotiate such changes prior to implementation.

AGREED this 17th day of October, 2012.

FOR ENVOY AIR, INC.

Linda Kunz  
Vice President - Flight Service

FOR THE ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

/s/ Sara Nelson

Sara Nelson  
International President



*Robert Barrow*

Robert Barrow, MEC President

/s/ Debora Sutor

Debora Sutor, Chairperson, Negotiating  
Committee

/s/ Paula Mastrangelo

Paula Mastrangelo, Staff Negotiator



envoy™

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SIDELETTER – M



envoy™



**AVIATION SAFETY ACTION PROGRAM  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ENVOY AIR INC.,  
FEDERAL AVIATION ADMINISTRATION,  
and  
ASSOCIATION OF FLIGHT ATTENDANTS –  
CWA**



## Record of Revisions

Rev. No.	Issue Date	Rev. No.	Issue Date	Rev. No.	Issue Date
0	04 Nov 10	25		50	
1	21 Nov 13	26		51	
2	10 Apr 14	27		52	
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**1. GENERAL.** Envoy Air, Inc (ENY) is a Title 14 of the Code of Federal Regulations (14 CFR), air carrier operating under Part 121 engaged in Air Carrier within United States, Mexico and Canada. ENY operates 150 aircraft, and employs approximately 1600 Flight Attendants. The Flight Attendants are represented by the Association of Flight Attendants - CWA (AFA-CWA).

**2. PURPOSE.** The Federal Aviation Administration (FAA), ENY, and the AFA-CWA are committed to improving flight safety. Each party has determined that safety would be enhanced if there were a systematic approach for Flight Attendants to promptly identify and correct potential safety hazards. The primary purpose of the ENY Aviation Safety Action Program (ASAP) is to identify safety events, and to implement corrective measures that reduce the opportunity for safety to be compromised. In order to facilitate flight safety analysis and corrective action, ENY and the AFA-CWA join the FAA in voluntarily implementing this ASAP for Flight Attendants, which is intended to improve flight safety through Flight Attendant self-reporting, cooperative follow-up, and appropriate corrective action. This Memorandum of Understanding (MOU) describes the provisions of the program.

**3. BENEFITS.** The program will foster a voluntary, cooperative, nonpunitive environment for the open reporting of safety of flight concerns. Through such reporting, all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop corrective action to help solve safety issues and possibly eliminate deviations from 14 CFR or company policies. For a report accepted under this ASAP MOU, the FAA will use lesser enforcement action or no enforcement action, depending on whether it is a sole-source report, to address an event involving possible noncompliance with 14 CFR. This policy is referred to in this MOU as an “enforcement-related incentive”.

**4. APPLICABILITY.** The ENY ASAP applies to all Flight Attendant employees of ENY and only to events that occur while acting in that capacity. Reports of events involving apparent noncompliance with 14 CFR that is not inadvertent or that appears to involve an intentional disregard for safety, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program.

- a. Events involving possible noncompliance with 14 CFR by ENY that are discovered under this program may be handled under the Voluntary Disclosure Policy, provided that ENY voluntarily reports the possible noncompliance to the FAA and that the other elements of that policy are met. (See the current version of AC 00-58, Voluntary Disclosure Reporting Program and FAA Order 2150.3B, Compliance and Enforcement Program, Chapter 5).
- b. Any modifications of this MOU must be accepted by all parties to the Agreement.



**5. PROGRAM DURATION.** This is a Continuing program subject to review and renewal every two years by the FAA. This ASAP may be terminated at any time for any reason by ENY, the FAA, or AFA-CWA. The termination or modification of a program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action; i.e., when a program is terminated, all reports and investigations that were in progress will be handled under the provisions of the program until they are completed. Failure of any party to follow the terms of the program ordinarily will result in termination of the program. Failure of ENY to follow through with corrective action acceptable to the FAA to resolve any safety deficiencies ordinarily will result in termination of the program.

**6. REPORTING PROCEDURES.** When a Flight Attendant observes a safety problem or experiences a safety-related event, he or she should note the problem or event and describe it in enough detail so that it can be evaluated by a third party.

- a. ASAP Report Form. At an appropriate time during the workday (e.g. after the trip sequence has ended for the day), the employee should complete ENY ASAP Form (Form Number Not Applicable) for each safety problem or event and submit it by online through WBAT to the Director of Flight Safety, ATTN: ASAP Manager. If the online through WBAT system is not available to the Flight Attendant at the time he or she needs to file a report, the employee may contact the ASAP manager's office and file a report via telephone within 24 hours after the end of flight sequence for the day of occurrence, absent extraordinary circumstances. Reports filed telephonically within the prescribed time limit must be followed by a formal report submission within three calendar days thereafter.
- b. Time Limit. Reports that the ERC determines to be sole-source will be accepted under the ASAP, regardless of the time frame within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 11a (2) and (3) of this MOU. Reports which the ERC determines to be non-sole-source must meet the same acceptance criteria, and must also be filed within one of the following two possible time frames:
  - (1) Within 24 hours after the end of flight sequence for the day of occurrence, absent extraordinary circumstances. For example, if the event occurred at 1400 hours on Monday and a Flight Attendant completes the flight sequence for that day at 1900 hours, the report should be filed no later than 1900 hours Tuesday. In order for all employees to be covered under the ASAP for any apparent noncompliance with 14 CFR resulting from an event, they must all sign the same report or submit separate signed reports for the same event.



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- (2) Within 24 hours of having become aware of possible non-compliance with 14 CFR provided the following criteria are met: If a report is submitted later than the time period after the occurrence of an event stated in paragraph 6b(1) above, the ERC will review all available information to determine whether the Flight Attendant knew or should have known about the possible noncompliance with 14 CFR within that time period. If the ERC determines that the employee did not know or could not have known about the possible noncompliance with 14 CFR until informed of it, then the report would be included in ASAP, provided the report is submitted within 24 hours of having become aware of possible noncompliance with 14 CFR, and provided that the report otherwise meets the acceptance criteria of this MOU. If the employee knew or should have known about the possible noncompliance with 14 CFR, then the report will not be included in ASAP.
- c. Non-reporting employees covered under this ASAP MOU. If an ASAP report identifies another covered employee in an event involving possible noncompliance with 14 CFR and that employee has neither signed that report nor submitted a separate report, the ERC will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance with 14 CFR. If the ERC determines that the employee did not know or could not have known about the apparent possible noncompliance with 14 CFR, and the original report otherwise qualifies for inclusion under ASAP, the ERC will offer the non-reporting employee the opportunity to submit his/her own ASAP report. If the non-reporting employee submits his/her own report within 24 hours of notification from the ERC, that report will be afforded the same consideration under ASAP as that accorded the report from the original reporting employee, provided all other ASAP acceptance criteria are met. However, if the non-reporting employee fails to submit his/her own report within 24 hours of notification from the ERC, the possible noncompliance with 14 CFR by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement authorities, if warranted.
- d. Non-reporting employees not covered under this ASAP MOU. If an ASAP report identifies another ENY employee who is not covered under this MOU, and the report indicates that employee may have been involved in possible noncompliance with 14 CFR, the ERC will determine on a case-by-case basis whether it would be appropriate to offer that employee the opportunity to submit an ASAP report. If the ERC determines that it is appropriate, the ERC will provide that



employee with information about ASAP and invite the employee to submit an ASAP report. If the employee submits an ASAP report within 24 hours of notification from the ERC, that report will be covered under ASAP, provided all other ASAP acceptance criteria are met. If the employee fails to submit an ASAP report within 24 hours of notification from the ERC, the possible noncompliance with 14 CFR by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement agencies, if warranted.

**7. POINTS OF CONTACT.** The ERC will be comprised of one representative from ENY management; one representative from the AFA-CWA; and one FAA inspector assigned as the ASAP representative from the Certificate Holding District Office (CHDO) for ENY; or their designated alternates in their absence. In addition, ENY will designate one person who will serve as the ASAP manager. The ASAP manager will be responsible for program administration, and will not serve as a voting member of the ERC.

**8. ASAP MANAGER.** When the ASAP manager receives the report, he or she will record the date and time of any event described in the report and the date and time the report was submitted through the online through WBAT system. The ASAP manager will enter the report, along with all supporting data, on the agenda for the next ERC meeting. Reports should be provided to all ERC members prior to the scheduled ERC meeting in accordance with guidance contained in Advisory Circular 120-66, as amended. The ERC will determine whether a report is submitted in a timely manner or whether extraordinary circumstances precluded timely submission. To confirm that a report has been received, the ASAP manager will send a written receipt through the online through WBAT system to each employee who submits a report. The receipt will confirm whether or not the report was determined to be timely. The ASAP manager will serve as the focal point for information about, and inquiries concerning the status of, ASAP reports, and for the coordination and tracking of ERC recommendations.

**9. EVENT REVIEW COMMITTEE (ERC).** The ERC will review and analyze reports submitted by the Flight Attendants under the program, identify actual or potential safety problems from the information contained in the reports, and propose solutions for those problems. The ERC will provide feedback to the individual who submitted the report.

- a. The ASAP manager will maintain a database that continually tracks each event and the analysis of those events. The ERC will conduct a 12-month review of the ASAP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety-related events of a similar nature. That review will include recommendations for corrective action for recurring events indicative of adverse safety trends.



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- b. This review is in addition to any other reviews conducted by the FAA. If an application for renewal of the continuing program is anticipated, the ERC will prepare and submit a report with the certificate holder's application to the FAA 60 days in advance of the termination date of the existing continuing program.

## **10. ERC PROCESS.**

- a. The ERC will meet as necessary to review and analyze reports that will be listed on an agenda submitted by the ASAP manager. The ERC will determine the time and place of the meeting. The ERC will meet at least twice a month, and the frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time-critical information.
- b. The ERC will make its decisions involving ASAP issues based on consensus. Under the ENY ASAP, consensus of the ERC means the voluntary agreement of all representatives of the ERC. It does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of safety. In order for this concept to work effectively, each ERC representative shall be empowered to make decisions within the context of the ERC discussions on a given report. The ERC representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the corrective action or any enforcement action that should be taken as a result of the report. For example, the ERC should strive to reach a consensus on the recommended corrective action to address a safety problem such as an operating deficiency or airworthiness discrepancy reported under ASAP. The corrective action process would include working the safety issue(s) with the appropriate departments at the airline and the FAA that have the expertise and responsibility for the safety area of concern. Recognizing that the FAA holds statutory authority to enforce the necessary rules and regulations, it is understood that the FAA retains all legal rights and responsibilities contained in title 49, United States Code, and FAA Order 2150.3B. In the event there is not a consensus of the ERC on decisions concerning a report involving an apparent violation(s) or a qualification issue, the FAA ERC representative will decide how the report should be handled. The FAA will not use the content of the ASAP report in any subsequent enforcement action, except as described in paragraph 11a(3) of this MOU.
- c. It is anticipated that three types of reports will be submitted to the ERC: safety-related reports that appear to involve a possible noncompliance with 14 CFR, reports that are of a general safety



concern, but do not appear to involve possible noncompliance with 14 CFR (including noncompliance with company policies), and any other reports: e.g., involving catering and passenger ticketing issues. All safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

- d. The ERC will forward non-safety reports to the appropriate ENY department head for his/her information and, if possible, internal (ENY) resolution. For reports related to flight safety, including reports involving possible noncompliance with 14 CFR, the ERC will analyze the report, conduct interviews of reporting Flight Attendants, and gather additional information concerning the matter described in the report, as necessary.
- e. The ERC should also make recommendations to ENY for corrective action for systemic issues. For example, such corrective action might include changes to ENY flight operations procedures, aircraft maintenance procedures, or modifications to the training curriculum for Flight Attendants. Any recommended changes that affect ENY will be forwarded through the ASAP manager to the appropriate department head for consideration and comment, and, if appropriate, implementation. The FAA will work with ENY to develop appropriate corrective action for systemic issues. The ASAP manager will track the implementation of the recommended corrective action and report on associated progress as part of the regular ERC meetings. Any recommended corrective action that is not implemented should be recorded along with the reason it was not implemented.
- f. RESERVED
- g. Any corrective action recommended by the ERC for a report accepted under ASAP must be completed to the satisfaction of all members of the ERC, or the ASAP report will be excluded from the program, and the event will be referred to the FAA for further action, as appropriate.
- h. Use of the ENY ASAP Report: Neither the written ASAP report nor the content of the written ASAP report will be used to initiate or support any company disciplinary action, or as evidence for any purpose in an FAA enforcement action, except as provided in paragraph 11a(3) of this MOU. The FAA may conduct an independent investigation of an event disclosed in a report.

#### **11. FAA ENFORCEMENT.**

- a. Criteria for Acceptance. The following criteria must be met in order for a report to be covered under ASAP:
  - (1) The employee must submit the report in accordance with the time limits specified under paragraph 6 of this MOU;



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- (2) Any possible noncompliance with 14 CFR disclosed in the report must be inadvertent and must not appear to involve an intentional disregard for safety; and,
  - (3) The reported event must not appear to involve criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports for any enforcement purposes and will refer such reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation, it is determined that the event did not involve any of the aforementioned activities, then the report will be referred back to the ERC for a determination of acceptability under ASAP. Such referred back reports will be accepted under ASAP provided they otherwise meet the acceptance criteria contained herein.
- b. Sole-Source Reports. For the purposes of FAA action, a report is considered a sole- source report when all evidence of the event available to the FAA is discovered by or otherwise predicated on the report. Apparent violations disclosed in ASAP reports that are covered under the program and are sole-source reports will be addressed with an ERC response (no FAA action required). It is possible to have more than one sole- source report for the same event.
  - c. Reports Involving Qualification Issues. ENY ASAP reports covered under the program that demonstrate a lack, or raise a question of a lack, of qualification of a certificate holder employee will be addressed with corrective action, if such action is appropriate and recommended by the ERC. If an employee fails to complete the corrective action in a manner satisfactory to all members of the ERC, then his/her report will be excluded from ASAP. In these cases, the ASAP event will be referred to an appropriate office within the FAA for any additional investigation and reexamination and/or enforcement action, as appropriate.
  - d. Excluded from ASAP. Reported events involving possible noncompliance with 14 CFR that are excluded from ASAP will be referred by the FAA ERC member to an appropriate office within the FAA for any additional investigation and re-examination and/or enforcement action, as appropriate.
  - e. Corrective Action. Employees initially covered under an ASAP will be excluded from the program and not entitled to the enforcement-related incentive if they fail to complete the recommended corrective action in a manner satisfactory to all members of the ERC. Failure of an employee to complete the ERC recommended



corrective action in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.

- f. Repeated Instances of Noncompliance with 14 CFR. Reports involving the same or similar possible noncompliance with the Regulations that were previously addressed with administrative or informal action under ASAP will be accepted into the program, provided they otherwise satisfy the acceptance criteria in paragraph 6 above. The ERC will consider on a case-by-case basis the corrective action that is appropriate for such reports.
- g. Closed Cases. A closed ASAP case including a related enforcement investigative report involving a violation addressed with the enforcement-related incentive, or for which no action has been taken, may be reopened and appropriate enforcement action taken if evidence later is discovered that establishes that the violation should have been excluded from the program.

**12. EMPLOYEE FEEDBACK.** The ASAP manager will publish a synopsis of the reports received, as well as pertinent data and trend information derived from the Flight Attendant's reports, in the ASAP section of the Flight Safety Newsletter publication quarterly. Specific event summaries contained in the synopsis will not include employee names. Any employee who submitted a report may also contact the ASAP manager to inquire about the status of his/her report. In addition, each employee who submits a report accepted under ASAP will receive individual feedback on the final disposition of the report.

**13. INFORMATION AND TRAINING.** The details of the ASAP will be made available to all Flight Attendants and their supervisors by publication in the ENY In-Flight Procedures Manual and web Portal. Each ENY Flight Attendant and manager will receive written guidance outlining the details of the program at least two (2) weeks before the program begins. Each Flight Attendant will also receive additional instruction concerning the program during the next regularly scheduled recurrent training session, and on a continuing basis in recurrent training thereafter. All new-hire Flight Attendant employees will receive training on the program during initial training.

**14. REVISION CONTROL.** Revisions to this MOU shall be documented using standard revision control methodology.

**15. RECORDKEEPING.** All documents and records regarding this program will be kept by the ENY ASAP manager and made available to the other parties of this Agreement at their request. All records and documents relating to this program will be appropriately kept in a manner that ensures compliance with 14 CFR and all applicable laws. AFA- CWA and the FAA will maintain whatever records they deem necessary to meet their needs.



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**16. SIGNATORIES.** All parties to this ASAP are entering into this Agreement voluntarily.

*Robert Barrow*

Date: November 21, 2013

Robert Barrow

MEC President

Association of Flight Attendants-CWA – Envoy Air

/s/ Captain Chris Hurrell

Date: November 18, 2013

Captain Chris Hurrell

Managing Director Safety

Envoy Air, Inc.

/s/ Skip Whitrock

Date: November 21, 2013

Skip Whitrock

Manager, AMR CMO



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## SIDELETTER – N

LETTER OF AGREEMENT  
between  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

IMPLEMENTATION OF PREFERENTIAL BIDDING SYSTEM
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This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, between Envoy Air, Inc. (hereinafter referred to as the “Company”) and the Flight Attendants in the service of the Company, as represented by the Association of Flight Attendants-CWA (hereinafter referred to as the “Association”).

NOW, THEREFORE, it is mutually agreed to and understood by and between the parties to this letter of understanding regarding the implementation of a Preferential Bidding System (PBS):

1. The Company and the Association each have selected Navtech, Inc. as their preferred choice as the PBS vendor and the Company has entered into a contract with Navtech to provide a PBS for the flight attendants. The selected vendor may not be changed without affording the Association the opportunity to participate in the selection process in the same manner as was used in the current process. Any new PBS will include a seniority-based algorithm, unless otherwise mutually agreed upon by the parties.
2. The parties agree that reasonable changes that do not alter the vendor's underlying algorithm for the processing and awarding of preferences may be made as required or suggested by the vendor. In such cases, the Association will be given advance notice and be allowed input into the change. It is understood that the Association and the Company will meet and negotiate a Letter of Agreement incorporating all the changes to the Collective Bargaining Agreement required to implement PBS.
3. PBS Implementation Committee:  
A joint Company/Association Committee (the “JPBSC”) shall be established immediately upon execution of this Agreement. The JPBSC shall be composed of a minimum of two (2) members from the Company and minimum of two (2) members from the Association. The Association



members of the JPBSC will be considered quasi full time through implementation of both the Bid Line and Reserve systems plus one (1) year. The Company shall bear reasonable flight pay loss of the Association's JPBSC Members. The Association members shall have continuing PBS involvement as part of the Bid Planning Committee. The Company will consult with the JPBSC on all significant matters regarding implementation of PBS as well as any future enhancements or changes before making decisions regarding such matters.

4. PBS Implementation:

Implementation and development of the PBS shall be overseen by the JPBSC. The Association members will be provided equal access to verify system settings, constraints and parameters (within the vendor's contractual limitations/restrictions, provided that, if the applicable contract does not permit the Association to acquire its own copy of the software, then the Association will be provided access to the Company's copy adequate to enable the Association to verify system settings, constraints and parameters). Bidding interface will be accessible to Flight Attendants both inside and outside the Company's network (home computer via internet). Flight Attendants will never be assessed any fee for utilizing the PBS. The Company shall bear all necessary and reasonable expenses related to the initial startup and subsequent "debugging" of PBS. The Company will supply sufficient terminals for Flight Attendants to bid at each domicile, and will provide internet and network bidding capabilities, for a web-based program.

5. PBS Training:

The JPBSC shall develop all required PBS procedure manuals and training programs and oversee Flight Attendant training which will be mandatory and shall begin so as to provide sufficient time for Flight Attendant classroom training, but no later than three (3) months prior to PBS going "on line". PBS training will be governed by the provisions of Section 19 of the Collective Bargaining Agreement. No later than two (2) months prior to PBS going "on line", a mandatory parallel bidding process will be made available to Flight Attendants for familiarization purposes. It is understood that these are minimum time limits and they may be expanded to provide for additional training and/or the parallel bid process.

6. During the training months, in addition to the Association members of the JPBSC there will be Association appointed Trainers in each class. The Company shall bear all reasonable flight pay loss for the Association members of the JPBSC and the Association Trainers. For the first ninety (90) days following implementation, the trainers will be available to help Flight Attendants to bid, and to understand their award. Except as provided for in paragraph 2, no part of the PBS algorithm shall be substituted, altered or modified without the prior agreement of the Association.



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7. The Sections, or portions thereof, of the new Agreement involving building of or bidding for Bid Lines or Reserve Lines shall not become effective until implementation of PBS.
  8. All provisions of the contract, without modification, remain in effect until altered by mutual agreement to accommodate the implementation of PBS. Prior to PBS going “on line”, the Association will have input into the readiness for implementation.
  9. Line Construction:

Lines shall be constructed preferentially, in order of seniority, one Flight Attendant at a time with the Flight Attendant holding as many pairings available at her/his seniority that meet her/his specific preferences, such preferences being stated in priority order provided that those pairings do not conflict with any known absences, carry-in pairings or reserve periods, or legalities following carry-in activities.
  10. Criteria for Line Construction:
    - a. The JPBSC will meet with the vendor to thoroughly vet the new scheduling provisions which must be considered in the context of a PBS environment. The Company with input from the JPBSC will determine the range for the line average and the window above and below it to which a Flight Attendant's schedule may be built. Any subsequent change(s) will be made after consultation with the JPBSC.
    - b. All contractual limitations on the construction of bid lines and Reserve lines shall remain in effect, unless otherwise agreed.
    - c. A bid line will contain no reserve days and a reserve line will contain only reserve days and days off.
    - d. A bid line will not contain any out of domicile pairings.
  11. Parameters for Line Construction:

The following procedures will precede line construction:

    - a. All known flying, including charters, shall be constructed into pairings and placed in the PBS for bid. (Parties recognize that the flying must be known at the time pairings are constructed).
    - b. The company will apply any known absence to a Flight Attendant's schedule. The credit value of the known absence(s) will be reflected in the total value of the line for purposes of the line construction parameters according to the schedule below. To the extent that the “off the shelf” software accommodates credit value waivers, at the Flight Attendant's option, she/he may elect to have the credit value not counted toward her/his maximum bid award. However, in no event may the Flight Attendant's bid award exceed one-hundred ten (110) hours.
    - c. For the purposes of Line construction, the planned absences or events that are known prior to the close of the bids will have the below daily credit value applied towards a Flight Attendant's line credit except as provided for in b. above.
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i.	Training	3:45
ii.	Sick Leave	3:45
iii.	Bereavement	3:45
iv.	Paid Move Days	3:45
v.	Special Assignment	3:45
vi.	Union Leave	3:45
vii.	Jury Duty Leave	3:45
viii.	Family Leave if SK or VC used	3:45
ix.	Pay Withheld	3:45
x.	Paid Witness	3:45
xi.	Travel Day	3:45
xii.	Single VC Day prior to January 1, 2016	2:41
xiii.	Single VC Day commencing January 1, 2016	3:00
xiv.	California Paid Family Leave and Paid School	3:45
xv.	Miscellaneous Other	TBD

**12. Bidding and Awarding of Monthly Schedules:**

a. The Company will utilize and maintain a Preferential Bidding System (PBS), meeting the requirements in this section and the Collective Bargaining Agreement for the construction and awarding of flight schedules and Reserve Lines of Time.

b. Planned absences/activities

A Flight Attendant will bid in her/his specific domicile (When “domicile” is used herein, it will include any co-domicile).

i. Flight Attendants on a paper-bid status, whose bid will be for pay purposes only, will be able to bid and be awarded a schedule without impacting other active Flight Attendants' awards.

ii. A Flight Attendant who obtains medical clearance prior to the close of bids will be allowed to bid during the bidding process, and will be awarded a schedule for the entire bid period or that portion of the month for which she/he will be available. If available for less than the full bid period, the number of minimum days off will be prorated based upon the numbers of days available; e.g., a Flight Attendant returning from maternity leave mid- month.

iii. Carry-ins/absences/pre-awards that are known at the time of bidding, will be pre-planned in the bid process and credited in the new month.



- iv. During the bid process Flight Attendants scheduled for vacation shall be afforded the option to expand their vacation by up to four (4) unpaid days. If the “off the shelf” software does not provide for this option, the vacation expansion days will be pre- plotted as an unpaid planned absence by crew scheduling prior to the monthly bid awards. Such days adjacent to vacation will count toward the minimum monthly days off. Only one option will be accepted and awarded during the bid process. Please refer to # 32 on the Global Options Table.
- v. If a Flight Attendant is withheld from service with pay by the Company at the time of bid closing she/he will be allowed to bid for a schedule for the following bid period in accordance with this section.
- vi. The following preferences, or their reasonable facsimile (depending on the selected vendor's terminology and nuanced version of the option), shall be available for Flight Attendants. It is recognized that bidding too many options could result in a poor bid award. The JPBSA may determine which preference options will be available and that the creation of a “phasing in” timeline for options would be in the best interest of PBS implementation.

If any items listed below are not contained in the vendor's “off -the-shelf” product, and not available at a reasonable cost, the Company may, after consultation with the Association, determine not to offer that option.

Preference Options	
1.	<u>Pairings</u> Equipment [Prefer/Avoid, Aircraft type] Flight Attendant may prefer to want to avoid <u>pairings</u> with specific aircraft type
2.	<u>Pairing</u> Length [Prefer/Avoid, #Calendar days, Date] Flight Attendant may prefer or want to avoid <u>pairings</u> with specified number of calendar days.
3.	Layover City [Prefer/Avoid, Layover Station, Date] Flight Attendant may prefer or want to avoid a layover station or region, e.g. West Coast, North East, FL, Caribbean, Mexico, Southwest.
4.	<u>Pairing</u> Type [Prefer/Avoid, Type of <u>pairing</u> Date] Flight Attendant may prefer or want to avoid a type of <u>pairing</u> . <u>Pairings</u> types - 4 day, 3-day, 2-day or 1-day <u>pairings</u> .
5.	Crew Position [Prefer/Avoid, Crew Position, Date] Flight Attendant may prefer or want to avoid a specific position on <u>pairings</u> . Flight Attendant positions are specified on each <u>pairing</u> .
6.	Report/Release [Before/After, Time, Date] Flight Attendant may bid for <u>pairings</u> that report/release before or after a specific time. The <u>pairings</u> may optionally originate/terminate on a specific date.



7.	No Deadheads [Date] Flight Attendant may bid for <u>pairings</u> with a no deadheads in the <u>pairing</u> .
8.	Layover Duration [Minimum/Maximum, Duration, Station] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum layover per duty periods. This limit shall apply to all layovers within the <u>pairing</u> .
9.	Landings per duty period [Minimum/Maximum, Value] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum landings per duty period. This limit shall apply to all duty periods within the <u>pairing</u> .
10.	Block Hours per duty period [Minimum/Maximum, Value] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum block time per duty period. This limit shall apply to all duty periods within the <u>pairing</u> .
11.	Average Credit Hours per duty period [Minimum/Maximum, Value] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum credit time per duty period. This limit shall apply to all duty periods within the <u>pairing</u> .
12.	Prefer Calendar Days Off [Days of week] Flight Attendant may bid off days on specific days of the week (e.g., prefer to work every Monday-Thursday).
13.	Credit Ratio [Prefer, Credit Ratio Value] Flight Attendant may bid for <u>pairings</u> that do not exceed the Credit Ratio Value ( <u>pairing</u> time away from base/ <u>pairing</u> credit).
14.	<u>Pairing</u> [Pairing number, Date] Flight Attendant may bid for a specific <u>pairing</u> number and optionally depart on a specific date.
15.	Range of days off [First date, Second date] Flight Attendant may bid for a range of days off.
16.	Block of days off [Date from, Date of] Flight Attendant may bid for a period of days off and would be awarded all days off or none.
17.	Co-Domicile Preference [Prefer, Co-Domicile] Flight Attendant may bid for <u>pairings</u> that originate from a specific co-domicile.
18.	Min/Max Connection Time [Minimum/Maximum, Duration] Flight Attendants may bid for <u>pairings</u> that have minimum or maximum connection (sit) times. This limit shall apply to all duty periods within the <u>pairing</u> .



Global Options	
19.	Maximum number of work periods - Flight Attendant may elect to specify a maximum number of work periods in the bid month (subject to their minimum and maximum permissible credit hours).
20.	<b>Allow Back-to-Backs</b> Flight Attendants may elect to allow legal back-to-backs to be included in their line-of-time.
21.	<b>Allow Training and a <u>Pairing</u> as a Back-to-Back</b> Flight Attendants may elect to schedule training and a <u>pairing</u> as a legal back-to-back to be included in their line of time.
22.	<b>Allow Multiple <u>Pairings</u></b> Flight Attendants may elect to allow two (2) <u>pairings</u> in the same calendar day separated by legal domicile rest.
23.	<b>Waive Domicile Rest to FAR Minimum + :45</b>
24.	<b>Min Days Off between Work Periods</b> Flight Attendant may set the number of days off between work periods. The system default is two (2) days.
25.	<b><u>Pairing</u> Mix in a Work Period</b> Flight Attendant may create work periods that contain <u>pairings</u> of specific lengths. The system will use the <u>pairing</u> lengths only in the order that the Flight Attendant specifies.
26.	<b>Commutable Work Period</b> Flight Attendant may bid that their work period begins after a specific time and ends prior to a specific time.
27.	<b>Cadence Preference - Flight Attendant may elect that their work period begins on the same day of the week throughout the bid month.</b>
28.	<b>Buddy Bid - Flight Attendant may bid with other Flight Attendants up to the number of Flight Attendants on the equipment, utilizing the seniority of the least senior Flight Attendant. Flight Attendants may also buddy bid with pilots.</b>
29.	<b>Avoid Bid - Flight Attendant may avoid more senior Flight Attendants or more junior Flight Attendants who have been awarded a <u>pairing</u> providing the senior Flight Attendant waives her/his seniority to immediately below the junior Flight Attendant's seniority.</b>
30.	<b>Reasons Report - System shall generate a report for each Flight Attendant which explains why a preferred <u>pairing</u> or day off was not awarded.</b>



31. Standing Bids - System shall maintain persistent or “standing” bids which shall act as a default bid should the Flight Attendant fail to enter a monthly bid. If a Flight Attendant fails to input her/his bid and does not have a standing bid inputted, her/his bid will be inputted using a default bid created by the JPBSC.
32. Vacation Expansion - A Flight Attendant who is scheduled for a block of consecutive vacation days may elect to place up to a total of four (4) days off (at sole discretion of the Flight Attendant) before, after, or split on either side of such vacation period. The days off will act as a pre-planned absence and will carry neither a value for pay nor credit. Such days off will be counted toward the Reserve's scheduled Golden Days. Such block of four days, or portion thereof, may be extended into the next bid period.
33. Paper Bid/Pay Purpose Only Bid - Once the final awards are published, Crew Scheduling will run PBS for a Pay Purpose Only (PPO) award. Crew Scheduling shall run PBS with the same bids and settings as the regular bid with the addition of the bids (standing or actual) of any Flight Attendant who is off the entire bid period to determine what she/he could have held for pay purposes only. Such PPO awards shall only be used for this pay determination and shall not change in any way pairings awarded as published in the final line awards.
34. High/Low time Option. Flight Attendants desiring a low time or high time option may elect to do so in accordance with paragraph 15: Low/High Bid Options of this Side Letter. If PBS is unable to grant a low time option then the Flight Attendant may elect or revert to a regular bid line option.
35. Other Bid Options as agreed by the JPBSC.
<b>Reserve Options</b>
36. Block of Reserve Golden Days off [Date from, Date to] Flight Attendant may bid for a period of Reserve Golden Days off and would be awarded all Reserve Golden Days off or the same period of Moveable Days off or none.
37. Range of Reserve Golden Days off [First date, Second date] Flight Attendant may bid for a range of reserve Golden Days off. The First date is the most important day off and the Second date is the less important.
38. “Reserve Block Lines” (RBL) Line Option
39. Days on and off
40. Length of block of available days



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41. Month end carry-over
42. Standby Line Preferences
43. Placement of Golden Days

- c. Other preferences may be mutually agreed upon and request for said preferences will not be unreasonably denied.
- d. A Flight Attendant will use the PBS to bid. If PBS is inoperative, the Company will provide an alternative method for bidding.
- e. Bid packages will be made electronically available via a home access computer system and the Company computer terminals located in each domicile on or before the date of bid package distribution. One hard copy of the bid package will be available at each domicile or co-domicile. Bid packages shall contain all of the pairing information, for all of the scheduled pairings in a given domicile and its co-domiciles. Each domicile's bid package shall state the anticipated number of bid lines and reserve lines that will be awarded in that domicile, the line average for the month in the domicile, the minimum and maximum hours a line can be built to in the domicile, and the training dates and locations for the domicile.
- f. Bidding time line:
  - i. The Company and the Association (with input from the Association PBS Committee) will mutually agree on a new timeline for the bidding and awarding of schedules in the context of PBS. In the event that any mainline partner changes the timing of providing flying schedules to the Company, the Company may make changes to the timeline for the bidding and awarding of schedules with input from the JPBSC.
  - ii. In the event of a major, previously unknown airline schedule change, after pairings are constructed, the Company and the Association may agree to modify the Bid Timeline as appropriate.
- g. Failure to Bid:
  - i. A Flight Attendant failing to make a bid or failing to meet the deadline will be assigned a line in the awards as per her/his standing bid. A standing bid may be submitted at any time by a Flight Attendant, and will remain in effect until it is changed by the Flight Attendant, but no later than the date bids must be submitted for a given month.
  - ii. If no standing bid exists, the Flight Attendant's bid will be inputted using a default bid created by the JPBSC.
- h. The PBS will generate, track, and provide each Flight Attendant a bid confirmation for each bid supplied by the Flight Attendant.



- i. Following the awarding of bid lines, no more than 10% of the remaining known and proposed flying may be designated as open flying in each domicile pursuant to Section 8.G.1. of the Collective Bargaining Agreement (Example: If the DFW domicile has 1,000 block hours, there will be a maximum of 100 hours of open flying remaining in the domicile after the awarding of the bid lines).
- j. All monthly lines shall be awarded in accordance with seniority and bid preferences. In cases where a Flight Attendant is denied a bid preference in order to ensure adequate daily work coverage, such assignment shall be in accordance with the bid preferences of the Flight Attendant and forced in inverse order of seniority.
- k. An individual Report will be made available to each Flight Attendant each month, which reconciles the Flight Attendant's bid to her/his awarded schedule on a preference-by-preference basis.

### 13. Bid Protests

- a. The JPBSC will create an appropriate protest timeline based on the new bid and award deadlines created for PBS.
- b. Crew Planning shall promptly review any inquiry submitted. If a programming or system error occurred, the affected Flight Attendant will be made whole. No remedy will be available if the subject of the inquiry was due to the Flight Attendant's choice of bid preferences.
- c. Where there is a programming error that affects substantial numbers of Flight Attendants in a domicile(s), there may be a re-award upon agreement between the Company and the Association.
- d. If, after the final bids have been awarded, any errors are subsequently discovered that make any bid illegal in any manner, the Company will pull the Flight Attendant from sufficient flights with pay to be made legal.

### 14. Pairing Trading

- a. No pairing trading involving a carry-over pairing(s) or flight legs touching the last seven (7) days of the current contractual month will be allowed during the line award process.

### 15. Low/High Bid Options

- a. Low Bid Option:  
The Company will offer low time bid options when feasible. This option would allow a Flight Attendant to bid a line in the domicile not to exceed 45.5 hours. The pay guarantee for low bid option lines will be fifty percent (50%) of the regular monthly guarantee as defined in Section 4 (Compensation) of this Agreement. If the Company offers a low bid option in a specific domicile, it will specify the number of Flight Attendants who will be able to hold that option, and conduct a bid, based upon seniority order.



b. High Time Option:

A Flight Attendant may elect to bid a high time line option. Lines constructed as high time may exceed the ninety-one hour (91) cap as set forth under Section 8.B.2. of this Agreement, but in no event will they exceed one hundred ten (110) hours.

16. Reserve

a. Reserve lines shall be allocated as part of the monthly PBS process. A Flight Attendant who may be awarded a line of flying may conditionally bid for a reserve line.

b. Reserves will have a minimum of eleven (11) scheduled days free of duty ("days off") at their domicile each bid month. Three (3) of such days shall be Golden Days. Patterns must conform to the following:

i. Reserve Flight Attendants will receive at least two (2) periods of two (2) days free from duty. In addition, reserves will receive at least one (1) period of four (4) consecutive days off.

ii. Reserve Flight Attendants will receive one set of three (3) Golden Days off. Golden Days will always begin a block of days off and may not be preceded by a non-Golden Day off.

iii. Day off periods may not be separated by less than three (3) days of availability or by more than six (6) days of availability. Groups of days of availability which transition from month to month shall be subject to this limitation.

c. A Reserve with vacation day (s) in a bid period shall receive all her/his days off outside of the vacation period, if applicable, in addition to her/his vacation days. This will guarantee the Reserve her/his full number of minimum days off in addition to her/his vacation day(s). However, if the days off as provided for in Global Option #32 plus the scheduled vacation days does not allow for the required days off to be placed outside of the scheduled vacation period, such days will not be restored or moved to the subsequent month.

d. The chart below shall be used to determine the number of days free from duty for a Reserve who is bidding for or returning to schedule as a Reserve with less than a full bid period. This chart shall be used to determine the number of days free from duty during the Reserve's days of availability in a partial bid period.



30 Day Month		31 Day Month	
Available Days	Prorated Days Off	Available Days	Prorated Days Off
29 - 30	11	30 - 31	11
26 - 28	10	27 - 29	10
24 - 25	9	24 - 26	9
21 - 23	8	22 - 23	8
18 - 20	7	19 - 21	7
15 - 17	6	16 - 18	6
13 - 14	5	13 - 15	5
10 - 12	4	10 - 12	4
7 - 9	3	8 - 9	3
5 - 6	2	5 - 7	2
2 - 4	1	2 - 4	1
1	0	1	0

17. Superseding Effect

This letter entirely replaces and supersedes the prior letter dated July 25, 2012 between Envoy Air and AFA bearing the subject "PBS". Such prior letter, upon the date of execution by Envoy Air and AFA of this Letter of Agreement, shall have no further force or effect.



WITNESS:  
FOR:  
ENVOY AIR, INC.

FOR:  
ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

/s/ Cathy McCann  
Cathy McCann  
Vice President - People

*Linda M. Kunz*  
Linda Kunz  
Vice President, Flight Service

/s/ Sara Nelson  
Sara Nelson  
International President

*Robert Barrow*  
Robert Barrow  
MEC President

/s/ Deb Sutor  
Deb Sutor  
Chairperson, Negotiating Committee

/s/ Armando Ramos  
Armando Ramos  
LEC President, SJU and Negotiating  
Committee Member

/s/ John Grace  
John Grace  
Negotiating Committee Member

/s/ Paula Mastrangelo  
Paula Mastrangelo  
Staff Negotiator



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## SIDELETTER – O



March 23, 2016

Mr. Robert Barrow  
Envoy MEC President  
Association of Flight Attendants  
6250 N. River Road  
Suite 4020  
Rosemont, IL 60018

Re: Profit Sharing Plan

Dear President Barrow:

This letter will confirm our understanding regarding profit sharing for **flight attendants** employed by Envoy.

American Airlines Group ("AAG") will establish a profit sharing arrangement (the "Profit Sharing Plan") that will allow eligible employees, including employees represented by the Association of Flight Attendants the opportunity to share in the financial success of AAG

The effective date of the Profit Sharing Plan, as to AFA-represented employees covered by this letter, will be the date on which AFA has approved and you have signed this letter on behalf of AFA. The terms and conditions set forth in the Profit Sharing Plan shall apply and shall govern the participation of employees represented by AFA.

This Letter of Agreement shall supersede all prior LOAs establishing a profit sharing program for AFA-represented employees and shall remain in effect for the duration of the Joint Collective Bargaining Agreement dated **6/30/2020**.

Sincerely,



Christopher J. Papaioanou  
V.P. Legal

Agreed to this 23 day of March 2016:



Name: Robert Barrow  
Title: Envoy MEC President  
Association of Flight Attendants

4301 Regent Blvd., MD 100, Irving, TX 75063  
an American Airlines Group company



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## AMERICAN AIRLINES GROUP INC. GLOBAL PROFIT SHARING PLAN

### A. Introduction

1. Purpose. The American Airlines Group Inc. Global Profit Sharing Plan (“**Plan**”) rewards eligible Employees of American Airlines, Inc. (“**American Airlines**”), Envoy Air, Inc. (“**Envoy**”), Piedmont Airlines, Inc. (“**Piedmont**”), and PSA Airlines, Inc. (“**PSA**”) (collectively, “**Participating Employers**”) for their efforts in helping achieve the strategic, financial, and operating objectives of American Airlines Group Inc. (“**AAG**”) for a designated Plan Year by providing such eligible Employees with an opportunity to share in AAG's profits for such year.
2. Term. The Plan is effective on the date that it is approved by the Board of Directors of AAG or a duly authorized committee thereof. The Plan will remain in effect until terminated by the Board of Directors of AAG or a duly authorized committee thereof, in accordance with Section H of this Plan.

### B. Participation

With respect to any Plan Year, each Employee who qualifies as a Participant is eligible to receive a profit sharing award under this Plan for the Plan Year; provided, however, that such Participant is eligible for a profit sharing award only with respect to the portion of such Plan Year during which the individual qualifies as a Participant and only with respect to the Participant's Eligible Earnings during such portion of the Plan Year. Excluded Individuals are not eligible to participate in this Plan.

### C. Calculation and Determination of Awards

1. Profit sharing awards under the Plan will be calculated as follows:
  - a. “An amount equal to five percent (5%) of the dollar amount of AAG's Pre-Tax Earnings with respect to the applicable Plan Year will be divided by the amount of the Total Population's Eligible Earnings, and the resulting quotient is the “Payout Percentage.”
  - b. “The amount of the profit sharing award for each Participant is the product of the Payout Percentage multiplied by such Participant's Individual Eligible Earnings.
2. The calculation and distribution of awards may vary for International Participants to take into account currency exchange rates, employer contributions to national insurance, retirement and/or severance programs and local tax matters, in each case, as determined by the Committee (or its delegate), in its sole discretion.
3. Profit sharing awards under the Plan will be the obligation of and paid from the general assets of AAG. For each Plan Year, the Committee or its delegate shall determine the profit sharing awards as soon as practical after the audited financial statements for the Plan Year are available.



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**D. Method of Payment**

For any Plan Year, each profit sharing award allocated to a Participant in accordance with Section C of the Plan shall be paid in the form of a lump-sum cash payment on or prior to March 15th of the immediately following Plan Year, or such other date as required by applicable law.

**E. Death of a Participant**

1. In the event any Participant dies before payment of his or her award, the Participant's award shall be paid in a lump sum cash payment to his or her beneficiary as soon as administratively practicable (but no sooner than awards are generally paid). The Participant's beneficiary for purposes of this Plan shall be determined as follows:

- a. If the Participant leaves a surviving spouse, then the Participant's beneficiary shall be such surviving spouse; and
- b. If the Participant leaves no surviving spouse, then the Participant's beneficiary shall be the Participant's surviving children in equal proportions, or, if none, the Participant's estate.

**F. Administration**

1. Administrator. The Committee shall administer the Plan.
2. Committee Authority. The Committee shall have complete discretion and authority to administer the Plan and to control its operation, including, but not limited to, the power to (a) determine which Employees shall be designated Participants in the Plan, (b) interpret the Plan and the profit sharing awards, (c) adopt rules for the administration, interpretation and application of the Plan, and (d) interpret, amend or revoke any such rules. Any determination, decision or action of the Committee in connection with the construction, interpretation, administration or application of the Plan shall be final, conclusive, and binding upon all persons, and shall be given the maximum deference permitted by law. Without limiting the generality of the foregoing and notwithstanding any other provision of this Plan, the Committee may establish rules, limitations or restrictions, make any changes or adjustments, or determine terms and conditions, in each case relating to the participation of any International Participants by reason of or in order to comply with applicable local laws, customs or practices, including, without limitation, compliance with applicable securities, tax and employment laws.
3. Delegation of Committee Authority. The Committee may delegate the administration of the Plan and such other aspects of the Plan (which may include any or all of the determinations and calculations required by the Plan) to such person(s) as the Committee shall deem appropriate. Each such delegate and each member of the Committee shall be fully protected in taking any action hereunder in reliance in good faith upon the books and records of the Company or upon such



information, opinions, reports or statements presented to them by any person as to matters such delegate or member of the Committee reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Committee or the Company.

4. Withholding. Prior to the payment of any profit sharing award, the Company shall have the authority to deduct or withhold an amount sufficient to satisfy Federal, state, local and/or other taxes (including a Participant's FICA obligation) or withholdings required to be withheld with respect to such award.
5. Notwithstanding Section C of the Plan, if the Payout Percentage is less than two-tenths of one percent (.2%), then, at the sole discretion of the Committee or its delegate, no awards shall have been earned by or paid to any Participant for the Plan Year. Instead, the aggregate, undistributed amount for each Participating Work Group shall be credited for recordkeeping purposes to a separate, unfunded, notional account for such work group. The cumulative, positive balance at any time of each Participating Work Group's notional account shall be carried forward and credited (without duplication) under the profit sharing plan, if any, for the immediately following plan year or any succeeding plan year until the Payout Percentage exceeds two tenths of one percent (0.2%) or profit sharing awards are paid. Upon the termination of profit sharing under this Plan and any succeeding plan, any amounts remaining under such notional accounts shall be retained by AAG.

#### **G. Forfeiture for Cause**

Notwithstanding any other provision of this Plan, any Participant (and his or her beneficiaries) shall forfeit his or her eligibility to receive an award if his or her employment is terminated for cause or gross misconduct prior to payment of the award. For purposes of this Plan, the determination of whether a termination of employment is for cause or gross misconduct shall be made at the sole discretion of the Committee or its delegate. All such determinations shall be final, binding and conclusive upon all persons.

#### **H. Reservation of Rights and Non-Incorporation**

AAG and the Committee shall have the authority to modify, amend, annul, or terminate this Plan at any time for any or no reason. Any such modification, amendment, annulment or termination made during a Plan Year may have retroactive effect. There are no acquired rights arising pursuant to this Plan. In no event shall the terms of this Plan be deemed incorporated into any collective bargaining, works council or similar agreement and nothing herein shall be deemed to amend, modify or otherwise alter any collective bargaining, works council or similar agreement.



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**I. Powers of AAG and Affiliates**

1. The existence of outstanding and unpaid awards under this Plan shall not affect in any way the right or power of AAG or any Affiliate to make or authorize any adjustments, stock dividends, spin-offs or other extraordinary dividends, stock splits, combinations of shares, recapitalizations, reorganizations or other changes in AAG's or an Affiliate's capital structure or in its business, or any merger or consolidation of AAG or any Affiliate, or any issue of bonds, debentures, common or preferred stock, if applicable, or the dissolution or liquidation of AAG or any Affiliate, or any sale or transfer of all or any part of its assets or business, or any other act or proceeding, whether of a similar character or otherwise.
2. If AAG or any Affiliate (or any successor thereto) elects to dissolve, enter into a sale of its assets, or enter into any reorganization, merger or other combination incident to which it is not the surviving entity, unless the surviving or successor entity shall formally agree to assume this Plan, then this Plan shall terminate with respect to AAG or any Affiliate (or any successor thereto) on the earlier of the date of closing or the effective date, whichever may be applicable, of such transaction, and the full amount of any awards remaining unpaid shall nevertheless be paid to each such Participant (or beneficiary) in a single lump sum payment of cash in accordance with the terms of this Plan.
3. This Plan shall be binding upon the successors and assigns of AAG or any Affiliate.

**J. General**

1. No Effect on At-Will Employment Relationship. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of a Participating Employer or other direct or indirect subsidiary of AAG or to interfere with the rights of AAG, the Participating Employer or such subsidiaries to discharge any Participant or Employee at any time, regardless of the effect such discharge shall have upon the Participant under this Plan.
2. No Guarantees. Nothing contained in this Plan shall be deemed to give any Employee any right, contractually or otherwise, to participate in this Plan or in any benefits hereunder, other than the right to receive payment of an award as may have been expressly determined at the sole discretion of the Committee. Further, nothing in the Plan shall be construed to create a trust or to establish or evidence any Participant's claim of any right other than as an unsecured general credit with respect to any payment to which he or she may be entitled.
3. No Individual Liability. Any Participant, beneficiary or other person who seeks to claim a right or benefit under this Plan shall make such claim only with the applicable Participating Employer; no officer, director or employee of AAG or any Affiliate, or member of the Committee, any



delegate of the Committee, or any other individual shall have any liability for such benefit. Further, no member of the Committee, any delegate of the Committee or any other employee of an Affiliate shall be liable for any determination, decision or action made with respect to the Plan or any award.

4. No Effect. Except as otherwise expressly provided herein, the adoption of this Plan shall not affect any other compensation plans in effect for AAG or any Affiliate except as may specifically be provided under the terms and provisions of such other plan or awards made there under, nor shall this Plan preclude AAG or an Affiliate from establishing any other forms of incentive or other compensation for Employees.
5. Tax Treatment. Neither the Committee nor any officer or director of AAG or any Affiliate makes any commitment or guarantee that any federal or state tax treatment will apply or be available to any person participating or eligible to participate in this Plan.
6. Non-assignability. No right or benefit under this Plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, assign, pledge, encumber, or charge the same will be void. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities, or torts of the person eligible to such benefits. If any Participant (or beneficiary) hereunder shall become bankrupt or attempt to anticipate, alienate, assign, sell, pledge, encumber, or charge any right or benefit hereunder, or if any creditor shall attempt to subject the same to a writ of garnishment, attachment, execution, sequestration, or any other form of process or involuntary lien or seizure, then such right or benefit shall, in the discretion of the Committee, cease and terminate.
7. Severability; Governing Law. This Plan shall be construed in accordance with the laws of the State of Texas to the extent federal law does not supersede and preempt Texas law. If any provision of this Plan shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable, but shall not affect the remaining provisions of this Plan, and this Plan shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included in this Plan.
8. Headings. Any headings or subheadings in this Plan are inserted for convenience of reference only and are to be ignored in the construction of any provision of this Plan.
9. 401(k) Plans. With respect to Participants subject to taxation in the United States, a Participant's right to make employee contributions and/or receive employer contributions on any award paid pursuant to the terms of this Plan shall be governed solely by the terms and conditions of the qualified defined contribution plan that is intended to comply with Section 401(k) of the Code that is sponsored by the Participant's Participating Employer and in which such Participant is eligible to



participate at the time the profit sharing award is paid. The Committee (or its delegate) shall have full discretion to determine the effect of deferrals in respect of International Participants who are not subject to taxation in the United States.

10. **Status.** It is intended that the Plan be exempt from regulation under ERISA as a “payroll practice” and a “bonus program”, as described in U.S. Department of Labor Regulations 2510.3-1(b) and 2510.3-2(c), respectively. This Plan is intended to provide “short-term deferrals”, as described in Treasury Regulation 1.409A-1(b)(4) under section 409A of the Code or successor guidance thereto, and is intended not to be a “nonqualified deferred compensation plan”, as described in Treasury Regulation 1.409A-1(a)(1) under section 409A of the Code or successor guidance thereto. In the administration and interpretation of this Plan, such intention is to govern.
11. **No Interest.** No Participant shall receive any interest on any profit sharing award irrespective of when such profit sharing award is distributed.

#### K. Definitions

Whenever used in the Plan, the following terms, when capitalized, have the meanings set forth below unless provided otherwise in the Plan:

1. **“AAG”** means American Airlines Group Inc.
2. **“AAG's Pre-Tax Earnings”** means the earnings of AAG provided that such “earnings” are determined (i) before any applicable income tax expense, and (ii) by excluding all accruals under this Plan and any other incentive compensation plan or agreement, and all extraordinary, unusual, one-time, restructuring, reorganization, integration, reduction in force, or other similar accounting adjustments as may be determined by the Committee in its discretion, after consultation with AAG's independent auditors; and provided, further, that AAG's Pre-Tax Earnings remain positive after accruals under this Plan and all other incentive compensation plans or agreements are taken into account.
3. **“Affiliate”** means any corporation or other entity of which AAG directly or indirectly owns 100% of the combined voting power of all classes of stock or, in the case of any non-corporate entity, 100% of the outstanding capital interests of such entity. For the avoidance of doubt, American Airlines, Envoy, Piedmont, and PSA shall each constitute an Affiliate.
4. **“American Airlines”** means American Airlines, Inc.
5. **“Code”** means the Internal Revenue Code, as amended from time to time.
6. **“Committee”** means the Compensation Committee of the Board of Directors of AAG, or any other committee established by the Board to administer the Plan.



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7. **“Eligible Earnings”** means:
    - a. In respect of Employees subject to taxation in the United States:
      - (1) “Compensation,” as that term is defined for purposes of employer contributions, in the qualified defined contribution plan that is intended to comply with Section 401(k) of the Code that is sponsored by the Employee's Participating Employer and in which such Employee is eligible to participate at the time the profit sharing award is paid; provided, however, that the annual limit on compensation under Code Section 401(a)(17) shall not be applied for purposes of this Plan; and
      - (2) In addition, Triple Play payouts and profit sharing awards shall be excluded from Eligible Earnings.
    - b. In respect of any Employee who is employed by a Participating Employer outside of the United States, the equivalent thereof.
  8. **“Employee”** means any regular, full-time or part-time employee of a Participating Employer.
  9. **“Envoy”** means Envoy Air, Inc.
  10. **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended from time to time.
  11. **“Excluded Individuals”** means:
    - a. All independent contractors;
    - b. All temporary and provisional employees;
    - c. Any Employee who is not a member of a Participating Work Group at any time during the Plan Year;
    - d. Any Employee who is not a Participant; and
    - e. As to non-union Employees, those specifically determined by the Committee (or its delegate), in its sole discretion, as not being eligible to participate in this Plan.
  12. **“Individual Eligible Earnings”** means, as to any Participant, the Eligible Earnings of such Participant for any period during the Plan Year in which such Participant was a member of a Participating Work Group. For avoidance of doubt, the Eligible Earnings of any Participant during any period in which such Participant was not a member of a Participating Work Group shall be excluded from the amount of his or her Individual Eligible Earnings.
  13. **“International Participant”** means Employees based outside the United States and at the management pay scale level four (4) or below.
  14. **“Management Participant”** means (i) any domestic management Employees of American Airlines not represented by a union and at the management pay scale level four (4) or below, and (ii) any domestic management Employees of Envoy, Piedmont, and PSA not represented by a union and who do not participate in their Participating Employer's short-term incentive plan, if any.
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15. **“Non-Management Participant”** means any domestic non-management Employees of the Participating Employers not represented by a union and, for Envoy, Piedmont, and PSA, non-management Employees who do not participate in their Participating Employer's short-term incentive plan, if any.
  16. **“Participant”** means as to any Plan Year, an Employee who is:
    - a. in a Participating Work Group at any time during the Plan Year,
    - b. received Eligible Earnings from a Participating Employer for such Plan Year (as reported on Form W- 2 or equivalent form), and
    - c. remains employed by a Participating Employer on the date profit sharing awards under the Plan are paid for such Plan Year, or such employment terminates prior to the date such awards are paid by reason of the Employee's retirement, disability or death.

For purposes of this definition, “retirement” means a voluntary termination of employment after a Participant is at least fifty-five (55) years of age and has at least 10 years of service with the Affiliates. A pilot's mandatory retirement at age sixty-five (65) will also qualify as a “retirement” if such pilot has at least ten (10) years of service with the Affiliates at the time of such retirement.

Further, for purposes of this definition, “disability” will be determined under the Participating Employer's long-term disability plan applicable to such Employee.
  17. **“Participating Employer”** means American Airlines, Inc., Envoy Air, Inc., Piedmont Airlines, Inc., and PSA Airlines, Inc.
  18. **“Participating Work Group”** means the following union and non-union groups:
    - a. Employees represented by the Allied Pilots Association (“APA”) and such union has agreed to the Employees' participation in this Plan;
    - b. Employees represented by the Association of Professional Flight Attendants (“APFA”) and such union has agreed to the Employees' participation in this Plan;
    - c. Employees represented by the Transportation Workers Union of America AFL-CIO (“TWU”) and such union has agreed to the Employees' participation in this Plan; Employees represented by the Transportation Workers Union of America AFL-CIO and International Association of Machinists and Aerospace Workers (“TWU-IAM Association”) and such union has agreed to the Employees' participation in this Plan;
    - d. Employees represented by the CWA-IBT Airline Passenger Service Association (“CWA-IBT”) and such union has agreed to the Employees' participation in this Plan;
    - e. Employees represented by the Air Line Pilots Association (“ALPA”) and such union has agreed to the Employees' participation in this Plan;
-



- f. Employees represented by the Association of Flight Attendants - CWA, AFL-CIO (“AFA”) and such union has agreed to the Employees' participation in this Plan;
  - g. Employees represented by the International Association of Machinists and Aerospace Workers (“IAM”) and such union has agreed to the Employees' participation in this Plan;
  - h. Employees represented by the Communications Workers of America (“CWA”) and such union has agreed to the Employees' participation in this Plan;
  - i. Employees represented by the International Brotherhood of Teamsters (“IBT”) and such union has agreed to the Employees' participation in this Plan;
  - j. Management Participants;
  - k. Non-Management Participants;
  - l. International Participants; and
  - m. Employees in any other job classification that has been deemed, in the sole discretion of the Committee (or its delegate), eligible to participate in this Plan for such Plan Year.
- 19. **“Payout Percentage”** has the meaning set forth in Section C of the Plan.
  - 20. **“Piedmont”** means Piedmont Airlines, Inc.
  - 21. **“Plan”** means the American Airlines Group Inc. Global Profit Sharing Plan.
  - 22. **“Plan Year”** means a designated fiscal year.
  - 23. **“PSA”** means PSA Airlines, Inc.
  - 24. **“Total Population's Eligible Earnings”** means the aggregate amount of Eligible Earnings of all Participants and other Employees.



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## SIDELETTER – P

Mr. Robert Barrow

1113 Global “Me-too: Provision”

Dear Robert,

During the negotiations that led to the signing of the Agreement between Envoy Air, Inc. (“AAG” or “the Company”) and the Association of Flight Attendants - CWA, AFL-CIO (“AFA”), the Company and the AFA agreed to the following, effective upon ratification of the pending AFA Agreement by the AFA membership:

1. Notwithstanding any provision to the contrary in this Restructuring Agreement (“Agreement”) the terms of the Agreement shall not become effective until the Company has received approval to implement, through binding agreement, and/or implemented by legal unilateral authority revisions to (i) the labor contracts of the Company's other non- AFA unionized employees and (ii) the wages, benefits and working conditions of the Company's non-union hourly employees and (iii) the wages, benefits, and working conditions of the non-union salaried and management employees so that the aggregate revisions, agreed to or imposed, in (i), (ii), and (iii) for each individual non-AFA union and non- union employee group are reasonably projected by the Company to produce the targets of labor cost savings specified in the Company's 1113(c) Restructuring proposals for each union dated March 21, 2012 and in the Company's March 2012 Big Tent Presentation for each non- union labor group, and any Section 1113(c) motion subsequently filed by the Company, provided that the targets specified in the Company's motion match the March 21, 2012 targets.
2. The Company agrees that if it fails to implement the changes described in paragraph 1 for any other non-AFA union or non-union employee group, without implementing other changes that are reasonably projected by the Company to achieve equivalent labor cost savings, the Company will meet with AFA to discuss and agree upon a proportionate reduction in projected labor cost savings under the Agreement. This paragraph shall expire upon the earlier of 1) six (6) months after the date the Company emerges from the bankruptcy process; or 2) when the changes described in paragraph 1, or other changes that are reasonably projected by the Company to achieve equivalent labor cost savings, are implemented for all non-AFA union or non-union employee groups.



3. The Company further agrees that if it obtains modifications to agreements with other non-AFA union groups that result in labor cost savings to the Company from reduction in AFA represented employees, it will meet with AFA to discuss and agree upon an appropriate credit to the AFA based on the level of labor cost savings realized by the Company from that reduction.
4. The Company will provide AFA with sufficient relevant information reasonably necessary for AFA to determine compliance with the terms of this Agreement.
5. Any alleged violation of these provisions will be resolved pursuant to the grievance and arbitration procedures of the AFA Agreement.

If this letter accurately reflects the agreement of the parties, please indicate by signing below.

Sincerely,

/s/ Cathy McCann  
Cathy McCann  
Vice President of People

Agreed to:

/s/ Sara Nelson  
Sara Nelson  
President, Association of Flight Attendants-CWA, AFL-CIO

*Robert Barrow*  
Robert Barrow MEC President



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## SIDELETTER – Q

Document Clean-Up Post Ratification

To: Cathy McCann  
Vice President  
People Department

To: Linda Kunz  
Vice President  
Flight Service

Dear Cathy and Linda,

AFA and Envoy Air management have reached a Tentative Agreement (TA) and have confirmed all language and initialed copies of contract sections, Letter of Agreement and other documents stating the agree-to changes to the current pay, benefits and work rules. As discussed in the recently concluded bankruptcy negotiations, if the TA is ratified by the AFA membership, the AFA and the management negotiating committees will meet in order to correct any mistakes in the document and to finalize the disposition of existing Letters of Agreement and agree on any other corrections prior to the final printing of the contract.

Please signal your agreement with this letter by signing below and returning the document to me.

Sincerely,

Robert Barrow  
President, AFA MEC  
Association of Flight Attendants-CWA, AFL-CIO

/s/ Cathy McCann \_\_\_\_\_  
Cathy McCann  
Vice President, People Department  
Envoy Air, Inc.

Linda Kunz  
Vice President, Flight Service  
Envoy Air, Inc.



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## SIDELETTER – R

LETTER OF AGREEMENT  
between  
ENVOY AIR, INC.  
and the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Expedited Arbitration
-----------------------

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title I of the Railway Labor Act, as amended, by and between Envoy Air, Inc. (hereinafter known as the “Company”) and the Association of Flight Attendants-CWA, AFL-CIO (hereinafter known as the “Union”).

The following will set forth the procedures to be utilized for expedited arbitration for the purpose of resolving disputes which may arise under the terms of the Flight Attendant Agreement.

1. The Company and the Union will mutually agree on the selection of one neutral, to be chosen from the Panel of Arbitrators as described in Section 22 of this Agreement, together with one Union appointed member and one Company appointed member, to constitute the Expedited Arbitration Board of Adjustment.
2. The Board will sit for a period pre-determined by the parties and is authorized to hear and decide only those cases that are mutually agreed upon by the parties. Termination cases shall not be heard under the provisions of Expedited Arbitration.
3. At the conclusion of each day, the Board shall issue an award for each case heard during that day.
4. The Board will issue a written award without a written opinion on the Expedited Arbitration Award Form (Appendix B). Awards issued by this Expedited Arbitration Board will not establish precedent and will not be used or referred to in the future by either party except to enforce the terms of the award.
5. Each party agrees to waive its right to an arbitration pursuant to Section 22 of this Agreement by submitting a case to Expedited Arbitration.
6. Each party will be represented by any one person that it may choose and designate. Each party will be limited to one other person to testify or offer clarifying information.



7. At least ten (10) working days prior to the date the case is to be heard, each party will inform the other party, in writing (stating name and case number) of its intention to have its witness present. The parties will also exchange documents they intend to enter as exhibits in support of their respective positions.
8. Each party will have no more than sixty (60) minutes to present its case. This sixty (60) minute period will include the party's opening (if one is desired), the direct examination of its own witness and the cross-examination of the other party's witness. Additionally, each party will have an additional five (5) minutes for rebuttal and/or closing. All documentary evidence must be submitted by the parties within the time set forth in this paragraph. Post hearing briefs or submissions will not be allowed.
9. Once either party has presented evidence in support of its case, there will be no adjournments or postponements of the hearing unless mutually agreed to by the parties.
10. The time and date of the hearing must be agreed to by the parties.
11. Representatives of either party will not be restricted from entering documents that become known subsequent to the ten (10) days exchange as provided in paragraph 6. above, as long as timely notice is given to the opposing party.
12. The Board is prohibited from calling any additional witnesses, except those witnesses so designated in Paragraph 6. to testify in this proceeding.
13. There will be no transcripts or electronic records made of the proceedings.
14. Grievances handled under this Expedited Arbitration procedure will be heard in the city where the employee is domiciled if the parties have agreed to hear at least three (3) grievances in that domicile. If the parties have agreed to hear fewer than three (3) grievances, then they shall be heard in the most convenient alternate domicile unless mutually agreed to otherwise.
15. This Letter of Agreement shall become effective on January 1, 2013 and continue in force for a minimum of twenty-four months. At the end of this initial trial period, either party may terminate this Letter of Agreement. If no action is taken, this Letter of Agreement shall renew in increments of twenty-four month terms.
16. The parties may mutually agree to amend this Letter of Agreement at any time.



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IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this 26th day of July, 2012.

For Association of Flight  
Attendants-CWA, AFL-CIO

For Envoy Air, Inc.

/s/ Sara Nelson  
Sara Nelson  
International President

Linda Kunz  
Vice President, Flight Service

Robert Barrow  
MEC President

/s/ Debora Sutor  
Debora Sutor  
Chairperson, Negotiating Committee

/s/ Paula Mastrangelo  
Paula Mastrangelo  
Staff Negotiator



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## SIDELETTER – S

LETTER OF AGREEMENT  
between  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Early-Out Incentive Package for Flight Attendants
---

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between ENVOY AIR, INC. (“Company”) and the Flight Attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (“AFA”).

**A. Global Incentive Provisions:**

1. The Company will offer, no later than seven (7) days following the ratification and bankruptcy court approval of the bankruptcy tentative agreement, the Early-Out Incentive Program described in this Letter of Agreement.
2. Flight Attendants will have thirty (30) days following the date of the offer, as described in A.1. above to respond to this offer.
3. A Flight Attendant who accepts the Early-Out offer will forfeit any recall rights she/he may have, and will no longer be considered an active employee and will waive all seniority credit upon any future rehire. However, a Flight Attendant will have fifteen (15) days to rescind her/his acceptance after it is made.
4. Eligibility: A Flight Attendant will be eligible for the Early-Out Incentives so long as she/he had 13 or more years of Flight Attendant seniority at the Company.
5. The Company may stage the separation dates for operational purposes. If so, Separation dates will be offered for preferencing, and preferences will be awarded by domicile in seniority order.
6. A Flight Attendant on Leave of Absence or “Inactive” status is eligible to accept the Incentive offers.



**B. Early-Out Incentive Package Provisions:**

1. Separation Pay: The Flight Attendant will receive \$12,500 upon separation from the Company.
2. Medical Benefits: A Flight Attendant who elects to accept the Early-Out offer will be eligible for COBRA at the active employee rate for the first 30 days. Following the first 30 days, COBRA will be available for purchase for an additional 17 months at full COBRA rates.
3. Travel Pass Benefits: The Flight Attendant will receive 18 months of travel benefits in accordance with the AA Travel Policy. She/he will receive an additional 6 months of travel benefits (total of 24 months) if in the 90 days prior to the date of separation from the Company, she/he had no attendance occurrences. During the first 90 days the boarding priority will be D2 and will convert to D2P for the remaining eligibility period. Retiree Pass Benefits will be in accordance with AAG company policy.

AGREED this 2nd day of October, 2012.

FOR:  
ENVOY AIR, INC.

Linda Kunz  
Vice President - Flight Service

FOR:  
ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

/s/ Sara Nelson

Sara Nelson  
International President

Robert Barrow, MEC President

/s/ Debora Sutor

Debora Sutor, Chairperson, Negotiating  
Committee

/s/ Paula Mastrangelo

Paula Mastrangelo, Staff Negotiator



## SIDELETTER – T

LETTER OF AGREEMENT  
 between  
 ENVOY AIR, INC.  
 and the  
 FLIGHT ATTENDANTS  
 in the service of  
 ENVOY AIR, INC.  
 as represented by the  
 ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

<b>Amendment Process</b>
--------------------------

### TIMELINE

February, 2016	Send notices / Board selection
April, May, June	Negotiations
June 30	Reach agreement or submit to interest arbitration
30-60 days after submission	Interest arbitration hearing
60 days after hearing	Draft award, final following

### AMENDMENT PROCESS

The following procedure will be followed in the event that either party desires to make alterations to specific provisions of the Collective Bargaining Agreement (CBA) between the Association of Flight Attendants-CWA, AFL-CIO (AFA) and Envoy Air, Inc.(Company).

#### **A. Notice, Initial Meetings and Negotiations**

1. No earlier than February 1, 2016 but no later than February 29, 2016, either party may serve written notice specifying which provisions of the CBA the party proposes will be deleted, added or amended, as provided for in this Letter of Agreement. Negotiations will commence no later than April 1, 2016 and continue for a period not to exceed ninety (90) days. Ratification of any tentative Agreement will be governed by the AFA Constitution and Bylaws.
2. Due to considerations of scheduling, the three (3) neutrals must be selected per B.2. no later than February 29, 2016 on a contingent basis.



3. Three (3) months prior to February 1, 2016, the Company will share any studies, reports or the results of any benchmarking exercises which it conducts in preparation for the Amendment Round. Such information shall include the carriers selected in the benchmarking.
4. Meetings to define and resolve the issues with respect to the Amendment Round will be held at a mutually agreeable site. Such meeting shall continue for a period not to exceed ninety (90) calendar days commencing with the first day of meetings. The parties will meet in good faith to resolve all issues between them.
5. The Company shall provide the meeting room facilities.
6. If the parties reach agreement on all items, then those items become effective on January 1, 2017 unless otherwise mutually agreed.
7. If the parties are unable to reach a complete and final agreement on all issues on or before June 30, 2016 the parties will finalize the Amendment Round through the interest arbitration procedure outlined below. All prior agreed-to items in negotiations will become part of the arbitration Final Award without change. Nothing in this paragraph will prevent either party from proposing and/or agreeing to items as a “package”.

**B. Interest Arbitration Board**

1. Board Composition
  - a. The Interest Arbitration Board (Board) will be comprised of five (5) members, one (1) selected by the Association, one (1) selected by the Company, (“the parties’ representatives”) and three (3) neutral members, selected in accordance with the paragraphs below.
  - b. Such selection will be made on or before February 29, 2016.
2. Board Selection Process

In order to select the three (3) neutral members, the parties will endeavor to agree on a mutual selection. Barring mutual agreement on the selection, the below procedure will be followed to select the three (3) neutrals.

  - a. All neutrals shall be members of the National Academy of Arbitrators.
  - b. The Association and the Company shall each select one neutral to sit on the panel. The two (2) arbitrators selected shall then be charged with agreeing on one (1) additional arbitrator to join them on the five (5) member panel as an equal to hear and decide the resolution of the issues submitted before the panel.
  - c. The third arbitrator selected shall serve as the Chairperson of the panel and shall perform all of the administrative duties required by the panel.



- d. The arbitrators shall be advised of and adhere to the timelines contained in this Letter of Agreement and the number of hearing days provided for. Each arbitrator's confirmation shall be contingent upon acceptance of the terms and timelines of this Letter of Agreement. Any neutral who must withdraw will be replaced in the manner in which she/he was placed on the panel.
- e. The salary and expenses of the arbitrators, including any cancellation fees in the event a negotiated Agreement is reached, and any transcript costs shall be borne by the Company. The Company shall provide the meeting room facilities.

**C. Submission of Items to the Board**

1. Each party may submit no more than five (5) single, separate and specific proposed changes to the Agreement of interest arbitration. Examples of such changes:
  - a. "pairing rig", "duty rig" or "minimum day" (but not "rigs"); or
  - b. "eliminate all PVD touching legs" (but not "eliminate all touching legs"); or
  - c. "reduce number of pounds of household goods which can be moved at Company expense" (but not "reduce moving expenses");
  - d. "percentage increase to rates of pay" (but not "increase pay").
2. Such changes may consist of single, separate and specific changes to provisions currently in the CBA and/or new single, separate and specific provisions, provided that the aggregate number of specific provisions submitted by each party may not exceed five (5).
3. If there is any dispute over whether or not an item represents only a single and separate item, the Board will have jurisdiction to decide that dispute prior to the hearing.
4. The parties will submit to the Board the single, separate and specific last offer or positions made by each of the parties on the remaining open issues, identified and limited as described in paragraphs 1. and 2. above. The Board will be limited in its award to the open issues presented and the award must be within the limits set by the offers or positions of the parties, and must embody and reflect the industry average of the regional carriers as defined in D. below.
5. The award will be subject to provisions of the Duration Section of the CBA.

**D. Standard for Award**

1. The standard, or "benchmark", used by the Board in determining resolution of the items submitted to it shall be the two large regional carriers with the most competitive labor costs, with Flight Attendant populations similar to Envoy Air's, operating at least 200 aircraft of similar equipment type as the Company, within the seat range of



aircraft operated by the Company. No airline that is in bankruptcy, as of November 1, 2015 may be used in this analysis. A bankruptcy filing by an airline after November 1, 2015 shall not be a cause for its exclusion from this analysis. The parties will endeavor to agree on the carriers to be used by the Board. If the parties cannot reach agreement, the decision of defining the two carriers shall be decided by the Board and the decision shall be final.

2. The basis for adjustments to the contract provisions during this Amendment Round will be Envoy Air's Flight Attendant cost position relative to the average of the total flight attendant costs at the comparative carriers in paragraph 6. above. Included in the study will be the total flight attendant wages, benefits, work rules and longevity.
  - a. This shall be determined by a combination of the appropriate application of such carriers' contract elements or terms of employment to Eagle's Schedule of flying and population and the application of Eagle's pay rates and contract elements to the average of the comparative carriers' flight attendant seniority.

#### **E. Arbitration Hearing**

1. No later than ten (10) days after the submission of the issues dispute for final and binding interest arbitration, the arbitrators shall convene a telephonic prehearing to set the date for the commencement of the hearings. The hearings shall be held at a location mutually agreed to by all five (5) members of the Board. The arbitrators shall establish the order of presentation of evidence and determine any other procedural matter that they believe shall be conducive to a just and orderly resolution of the issues in dispute.
2. Subject to the schedule of the arbitrators and counsel, the Board shall commence the hearing on the dispute as soon as possible, but no earlier than thirty (30) days and no later than sixty (60) days after submissions of the issues to be resolved.
3. The Chairperson of the Board shall schedule a total of five (5) full days (preferably consecutive) of hearings. The hearing days shall be allocated equally to permit each party to present its case and cross-examine the other party's case. The Board may extend the hearing as it deems necessary and may afford additional time to the parties, if in the sole judgment of the Board, one party has had less than a full and fair opportunity to submit its evidence relative to the opportunity of the other party.
4. Closing arguments may be oral and given at the conclusion of the hearing upon the agreement of the parties.



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**F. Arbitration Award and Jurisdiction**

1. The Board shall have the jurisdiction to decide all individual items submitted to it within the range of the positions of the parties on each item.
2. The Board shall issue a written, draft award. Such award shall be reviewed by the Board prior to the issuance of the Final Award.
3. The Board shall issue its final, written decision, which shall be binding on all parties, no later than sixty (60) days after the submission of the items.
4. The Board shall retain jurisdiction to resolve any disputes over the interpretation or application of the Final Award. Any such dispute must be submitted to the Board within sixty (60) days after knowledge of the dispute arises. The Board shall decide what procedures shall be applied for the expeditious resolution of such disputes. This provision compels both parties to willingly engage in the dispute resolution process inherent in the retained jurisdiction.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 26th day of July, 2012.

FOR ENVOY AIR, INC.

Linda Kunz  
Vice President - Flight Service

FOR THE ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

/s/ Sara Nelson

Sara Nelson  
International President

Robert Barrow, MEC President

/s/ Debora Sutor

Debora Sutor, Chairperson, Negotiating  
Committee

/s/ Paula Mastrangelo

Paula Mastrangelo, Staff Negotiator



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## SIDELETTER – U

LETTER OF AGREEMENT  
between  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

<b>IMPLEMENTATION AGREEMENT (CIC)</b>
---------------------------------------

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Envoy Air, Inc. (hereinafter referred to as the “Company”), and the Flight Attendants in the service of Envoy Air, Inc., as represented by the Association of Flight Attendants-CWA, AFL-CIO (hereinafter referred to as the “Union”).

WHEREAS the Company and the Union have reached agreement upon a Collective Bargaining Agreement (hereinafter referred to as the “Agreement”); NOW THEREFORE, the parties agree as follows:

For purposes of this Letter of Agreement, the Date of Signing (DOS) will be the implementation date for the agreed upon changes to the Agreement as outlined in the 1113(c) Me-Too Protections letter dated July 26, 2012.

The parties agree that upon ratification by the Union membership, a Contract Implementation Committee (CIC) will be created, the purpose of which is to ensure the Agreement is implemented consistent with the intent of the parties and to quickly resolve issues relating to implementation.

- a. The CIC will consist of at least three (3) members chosen by management, and at least three (3) members chosen by the Union. The members must include participants in the direct discussions during the negotiations period. Either side may allow staff or other representatives to participate.
- b. The jurisdiction of the CIC will be limited to resolving implementation issues and those issues concerning any new side letters and new or amended provisions.



- c. The CIC will meet as necessary, at either party's request, commencing with the ratification of the Agreement. The meetings will continue until the Agreement is fully implemented but no later than June 30, 2014. At that time the jurisdiction of the CIC will cease unless it is extended by mutual agreement.
- d. Discussions of the CIC are considered to be confidential. Neither party will discuss, publish or otherwise disclose the proceedings of any CIC session other than to report that a matter has been considered. Upon resolution of a matter, both parties will be free to report to their respective constituencies as they deem applicable. Should a matter not be resolved, both parties agree that the only information to be disseminated was that no resolution was achieved.
- e. If an issue submitted to the CIC is unresolved after the earlier of:
  - 1) being discussed at three (3) separate CIC meetings prior to June 30, 2014;
  - 2) impasse is mutually declared;
  - 3) ninety (90) days have passed since the issue was first raised with the CIC.

The time limits set forth in Section 21.B. of this Agreement will be deemed to begin. Either party may submit such issue for resolution under Sections 21 and 22 of this Agreement. The actions of the CIC will not be subject to review under Sections 21 and 22 of this Agreement.

- f. Any remedy pursuant to a contractual interpretation implemented pursuant to a decision of the Contract Implementation Committee may be retroactive to the date on which the issue was first raised with the committee. In the absence of mutual agreement to commence a remedy to the date on which the issue was first raised with the committee, the parties agree that the Association may seek retroactive remedy to the date on which the issue was first raised with the CIC, or thirty (30) days prior to the filing of a grievance, whichever earlier.



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IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 26th day of July, 2012.

AGREED:

FOR ENVOY AIR, INC.

Linda Kunz  
Vice President - Flight Service

FOR THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

/s/ Sara Nelson

Sara Nelson  
International President

Robert Barrow, MEC President

/s/ Debora Sutor

Debora Sutor, Chairperson, Negotiating Committee

/s/ Paula Mastrangelo

Paula Mastrangelo, Staff Negotiator



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## SIDELETTER – V

December 18, 2012

Robert Barrow  
AAG MEC President  
Association of Flight Attendants-CWA, AFL-CIO  
6250 North River Road, Suite 4020  
Rosemont, IL 60018

Subject: Administrative Expense Claim and Bankruptcy Protections

Dear Mr. Barrow:

This Letter of Agreement is between Envoy Air, Inc. (collectively “Envoy Air” or “the Company”) and the Association of Flight Attendants-CWA, AFL-CIO (“AFA”).

The modifications to the Collective Bargaining Agreement between the Company and AFA (the “CBA”) reached in connection with the Company's Chapter 11 Restructuring embodied in the Ratified Agreement dated September 7, 2012 (the “Ratified Agreement”) were agreed to in furtherance of the Company's effort to restructure its capital structure and operations.

This Letter of Agreement will be binding on any Chapter 11 trustee that may be appointed in the Company's pending cases under Chapter 11 of the United States Bankruptcy Code entitled In re American Airlines Group (“AAG”), AAG Corporation, et al., Chapter 11 Case No. 11-15463(SHL) (the “Chapter 11 Cases”), or other entity operating with the equivalent authority of a Chapter 11 trustee.

For purposes of this Letter of Agreement, the term “Debtors” shall include Eagle, American Airlines, Inc., AAG Corporation and all their affiliated entities that are debtors in the Chapter 11 Cases.

The Company and AFA agree as follows:

1. Effective Date:
  - a. This Letter of Agreement shall not become effective until the Ratified Agreement and this Letter of Agreement are approved by an order of the United States Bankruptcy Court for the Southern District of New York which order has not been stayed.
  - b. It is expressly understood and agreed that if the Effective Date does not occur, all of the terms contained in this Letter of Agreement are inapplicable and will be of no force or effect. At such time as the Effective Date occurs but prior to the approval of any Plan of Reorganization in these Chapter 11 Cases, this Letter of Agreement shall constitute a binding and enforceable post-petition Agreement between AFA and the Company.



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2. Administrative Claim for Fees and Expenses. AFA shall have an allowed administrative expense claim of \$500,000 as of the Effective Date (“AFA Allowed Administrative Expense Claim”) to be utilized to reimburse AFA for all reasonable fees and expenses incurred by AFA lawyers, professionals, investment bankers, financial advisors and experts, and other reasonable expenses incurred, in the Chapter 11 Cases in connection with the negotiations related to the Collective Bargaining Agreement between Eagle and AFA, this Letter of Agreement, and Plan of Reorganization (the “Fees and Expenses”). The AFA Allowed Administrative Claim, however, shall not include any Fees or Expenses (a) incurred with respect to AFA's opposition to any Company motion filed pursuant to 11 U.S.C. 1113; or (b) incurred with respect to any services rendered in connection with consideration or pursuit of any potential third party purchaser of the Company or merger partner (including but not limited to US Airways). Any amount, in cash, remaining from the AFA Allowed Administrative Expense Claim after payment of Fees and Expenses (such remaining amount, the “Grievance Remedy Amount”), may be used by AFA in respect of grievances settled and extinguished pursuant to this Letter of Agreement.
  3. Indemnification.
    - a. The Company will indemnify and hold harmless AFA and its current or former (a) members, (b) officers, (c) directors, (d) committee members, (e) employees, (f) advisors, (g) attorneys, (h) accountants, (i) investment bankers, (j) consultants, (k) agents, (l) actuaries, (m) financial advisors, (n) professionals, (o) agents and (p) other representatives (each an “Indemnity”) from fifty percent of any liability, loss, damages, fines, penalties, taxes, expenses, and costs (not including any income or excise taxes or similar amounts imposed by any governmental agency) relating to, concerning or resulting from any and all third party claims, lawsuits, or administrative charges of any sort whatsoever, including fifty percent of the reasonable attorney's fees and costs, arising in connection with matters relating to, concerning or connected to the negotiation or establishment of (a) the Ratified Agreement and this Letter of Agreement, and (b) any other document or agreement forming part of the Ratified Agreement and this Letter of Agreement. This fifty-percent sharing arrangement will exist until AFA's financial exposure reaches \$1 million. Any exposure exceeding \$1 million will be the responsibility of the Company.
    - b. Such indemnification and hold harmless obligation will not apply to: 1) any claim, lawsuit or administrative charge resulting from the willful or intentional conduct of any Indemnity; 2) any claim, lawsuit or administrative charge asserting that AFA violated its By-Laws or other organizational requirements by entering into the Ratified Agreement and this Letter of Agreement; 3) any claim, lawsuit or



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- administrative charge resulting from any statement made by any Indemnity that incorrectly describes the Ratified Agreement or Letter of Agreement or the modifications made thereby; 4) any claim, lawsuit or administrative charge related to allocation among Eagle employees represented by AFA of any proceeds or distribution received in connection with the AFA Allowed Claim (as defined in paragraph 6 below); or 5) any claim, lawsuit or administrative charge related to any disposition by AFA or employees represented by AFA to third parties of the AFA Allowed Claim or any Proceeds (as defined in paragraph 6 below) or distribution received in connection therewith or on account thereof.
- c. An Indemnity seeking to be indemnified and held harmless pursuant to this paragraph must provide to the Company written notice within seven (7) business days of the Indemnity learning of the claim, lawsuit or administrative charge as to which the Indemnity seeks to be indemnified and held harmless. The Company will have the right to conduct the defense of such matter with counsel of the Company's choosing and enter into a settlement of such matter. The Company will give reasonable consideration to the wishes of the Indemnity in connection with the matters described in the foregoing sentence.
4. Exculpation. The Company agrees that it will not propose or support any Plan of Reorganization that does not contain an exculpation or release provision for AFA and each of its current or former members, officers, directors, committee members, employees, advisors, attorneys, accountants, actuaries, investment bankers, consultants, agents and other representatives at least as favorable as any exculpation or release provisions provided for the Company's officers, directors, employees, advisors, attorneys, accountants, actuaries, investment bankers, consultants, agents and other representatives.
5. Bankruptcy Protection. From the date of this Letter of Agreement until a date three (3) years from the date of this Letter of Agreement, the Debtors will not file or support any motion ("Motion") pursuant to 11 U.S.C. Sections 1113, 1113(e), or any other relevant provision of the Bankruptcy Code, seeking rejection or modification of, or relief or interim relief from, the Ratified Agreement or this Letter of Agreement and the finalized documents implementing the Ratified Agreement or this Letter of Agreement. The Debtors will actively oppose any such Motion if filed by another party.

Notwithstanding the foregoing, the Debtors reserve the right to file or support any Motion if there is a material deterioration in the Company's financial condition or financial prospects, whether because of general economic conditions or otherwise. All requirements and provisions of Section 1113 will also remain applicable to any such Motion.



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AFA reserves its right to object to such Motion and nothing in this Letter of Agreement shall be construed as an agreement by AFA to such modifications or relief.

6. AFA Settlement Consideration As AFA Allowed Claim.

- a. In recognition of the Ratified Agreement and in full and complete satisfaction of any and all claims (excluding grievances, disputes, and pending or potential grievances, in each case, set forth in Exhibit 1 hereto, and any litigation associated with any such item set forth in Exhibit 1) AFA has or might arguably have, on behalf of itself or any Flight Attendants represented by AFA pursuant to the Railway Labor Act (“RLA”) and the terms of the CBA, against the Debtors (or any of them) in the Chapter 11 Cases, and subject to the approval of the Court, AFA, on behalf of the flight attendants it represents, will have an allowed general, unsecured prepetition non-priority claim under section 502 of the Bankruptcy Code in the American Airlines, Inc. Chapter 11 Case (Case No. 11-15464) in the amount of \$4.6 million not subject to reconsideration under section 502 of the Bankruptcy Code or otherwise (the “AFA Allowed Claim”; and any equity and other consideration received in respect of the AFA Allowed Claim or the proceeds of one or more permitted sales of the AFA Allowed Claim or such equity or other consideration are collectively referred to as the “Proceeds”). The AFA Allowed Claim and any Grievance Remedy Amount fully, finally, and completely extinguish any and all claims, interests, causes or demands (including any and all grievances, excluded grievances, disputes, and pending or potential grievances set forth in Exhibit 1 hereto, and any litigation associated with any such item listed in Exhibit 1) AFA has or might arguably have, on behalf of itself or the Flight Attendants represented by AFA pursuant to the RLA or arising under or in connection with the CBA, against the Debtors (or any of them) arising prior to July 27, 2012.
- b. The Company and AFA will discuss in good faith whether, and if so on what terms, a portion of the AFA Allowed Claim shall be in the form of cash or debt (based on the value of the claim otherwise to be received).
- c. AFA will be solely responsible for determining how the AFA/Flight Attendant Allowed Claim, any Grievance Remedy Amount, and any Proceeds will be distributed among Eagle Flight Attendants. The Company will reasonably cooperate with AFA in establishing a mechanism for the distribution of the AFA/Flight Attendant Allowed Claim, any Grievance Remedy Amount or Proceeds, but will not have any responsibility or liability for the distribution of the AFA/ Flight Attendant Allowed Claim, any Grievance Remedy Amount, or



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any distribution to individual Flight Attendants, and the Company will not be required to make any distribution itself to individual Flight Attendants.

The AFA/Flight Attendant Allowed Claim, the Grievance Remedy Amount and the Proceeds will be property of Eagle Flight Attendants represented by AFA (subject to such allocation and distribution referenced in this paragraph) and not property in which AFA itself has any beneficial interest. It is the Company's understanding and AFA has advised the Company that AFA will make allocation decisions regarding the AFA/Flight Attendant Allowed Claim and any distributions in accordance with AFA policy.

- d. AFA further agrees that the AFA Allowed Claim may not be assigned or transferred (including the granting of any participation) prior to the effective date of a plan of reorganization, except with the express written consent of Eagle, exercised in its sole discretion.
7. Alternative Settlement Consideration. To the extent the Company agrees to provide settlement consideration in the form of equity or other value (other than the amount of the allowed administrative expense claim provided for in Paragraph 6. above, ("Settlement Consideration") to any other labor union at Eagle that is in excess of the AFA/Flight Attendant Allowed Claim when compared to the size and payroll of such other union, the Company agrees to meet with AFA and negotiate in good faith for the provision of Settlement Consideration to AFA on the same relative terms and basis. For the avoidance of doubt, any such Settlement Consideration for AFA would be in lieu of the AFA/Flight Attendant Allowed Claim in Paragraph 6., if such Settlement Consideration would exceed the value of the AFA Allowed Claim, and the provisions of Paragraph 6. would not apply to any such Settlement Consideration for AFA unless specifically agreed in such negotiations thereon.
8. Court Approval. With the full and active support of AFA, the Company will file and execute a motion for approval and assumption of the CBA(s) contemplated by the Ratified Agreement and this Letter of Agreement under sections 363 and 105 of the Bankruptcy Code and any other applicable sections thereof. Both the motion and the proposed order attached thereto (the "363 Order") shall be in form and substance reasonably acceptable to AFA. Both the Company and AFA will use their reasonable best efforts to obtain the support of the Official Committee of Unsecured Creditors and other parties and stakeholders for the Ratified Agreement, including this Letter of Agreement, and to seek entry of the "363 Order".
9. Superseding Effect. This letter entirely replaces and supersedes the prior letter dated July 26th, 2012 between Eagle and AFA bearing the subject "Administrative Expense Claim and Bankruptcy Protections", which prior letter, upon the date of execution by Eagle and AFA of this Agreement, shall have no further force or effect.



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IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 18th day of December, 2012.

FOR ENVOY AIR, INC.

FOR THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

/s/ Cathy McCann  
Cathy McCann  
Human Resources

/s/ Sara Nelson  
Sara Nelson  
International President

/s/ Beverly K. Goulet  
Beverly K. Goulet  
Vice-President, Corporate Development and Treasurer  
American Airlines, Inc.  
On behalf of American Airlines, Inc. solely for the purpose of binding American Airlines, Inc. to the first sentence of Paragraph 6 of this Letter of Agreement and to no other provision.

*Robert Barrow*  
Robert Barrow  
MEC President

/s/ Debora Sutor  
Debora Sutor  
Chairperson, Negotiating Committee

*Linda M. Kunz*  
Linda Kunz  
Vice President - Flight Service

/s/ Armando Ramos  
Armando Ramos  
Negotiating Committee Member

/s/ John Grace  
John Grace  
Negotiating Committee Member

/s/ Paula Mastrangelo  
Paula Mastrangelo  
Staff Negotiator



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## SIDELETTER – W

LETTER OF AGREEMENT  
between  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Dispute Resolution Process for “Included” Claims to the 1113 Administrative Claim Letter of Agreement
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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between ENVOY AIR, INC. (“Company”) and the Flight Attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (“Association”).

WHEREAS the Company and the Association have agreed to a supported Administrative Claim in accordance with the 1113 Administrative Claim Letter of Agreement;

WHEREAS, as a condition of that Letter of Agreement, and with the exception of those claims listed on Exhibit 1 attached to the 1113 Administrative Expense Claim and Bankruptcy Protections Letter of Agreement, the parties have agreed to resolve all grievances not expressly excluded by the 1113 Administrative Claim Letter of Agreement and filed by the Association prior to July 27, 2012. These shall be considered the “Included Claims”.

NOW THEREFORE, the following process will be employed to reach final disposition of the Included Claims:

1. The parties will meet and agree on the list of Included Claims and attempt to reach accord on the final disposition of each grievance.
2. Any grievance left unresolved will be processed through the Grievance Mediation procedure already employed by the Association and the Company. The parties will employ the assistance of a National Mediation Board Mediator for this purpose.



3. Those grievances which remain unresolved after being discussed in Grievance Mediation may be submitted by the Association to the Expedited Arbitration Procedure outlined in Side Letter Q of this Agreement, attached hereto.
4. It is the intent of the Association and the Company to complete the Expedited Arbitration Procedure promptly by scheduling consecutive days of hearings and slotting multiple cases per day as allowed for per Side Letter Q of this Agreement.
5. It is understood that any grievance remedy that is paid to a Flight Attendant for any of the Included Claims, whether through direct agreement between the parties, through Grievance Mediation, or resulting from an Expedited Arbitration award, shall be paid from funds realized from the provisions outlined in the 1113 Administrative Expense Claims and Bankruptcy Protections Letter of Agreement. The amount of any such payment may be adjusted at the sole discretion of the Association depending on the proceeds realized from the unsecured claim.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 27th day of February, 2013.

FOR ENVOY AIR, INC.

LINDA KUNZ      02/27/2013  
Vice President - Flight Service

FOR THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

ROBERT BARROW      02/27/2013  
Master Executive Council President



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## SIDELETTER – X

LETTER OF AGREEMENT  
between  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Implementation Bankruptcy Agreement and Disposition of Side Letters
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This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, between Envoy Air, Inc. (hereinafter referred to as the “Company”) and the Flight Attendants in the service of the Company, as represented by the Association of Flight Attendants-CWA, AFL-CIO (hereinafter referred to as the “Association”).

NOW THEREFORE, it is mutually agreed to and understood by and between the parties to this Letter of Agreement regarding the implementation schedule of the provisions enumerated below from the bankruptcy Agreement ratified by the Flight Attendants on September 7, 2012.

### Section 8: Scheduling

8.K.2.c. – This provision is applicable to Hybrid Line holders.

### Section 10: Vacation

10.M.2. – PVDs which will be deducted from vacation blocks scheduled in the calendar years 2013, 2014 and 2015 may not be deducted from an Unpaid block of vacation.

### Section 11: Sick Leave

#### Sick Time Transition Implementation

1. On January 1, 2013 Flight Attendants will have all accrued sick time, earned in 2012, deposited into their sick bank for immediate use.
2. From January 1, 2013 through June 30, 2013, a Flight Attendant's sick bank will be credited with two hours and thirty minutes (2:30) of paid sick time on a monthly basis for each month in which they were on active payroll for 15 or more days.
3. Monthly sick time accruals will be deposited into each eligible Flight Attendant's sick bank on the first day of the bid month following a qualifying month, as outlined in paragraph 2. above.



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4. On July 1, 2013, the Company will calculate each Flight Attendant's pay credit hours earned from January 1, 2013 through June 30, 2013. The table in Section 20.C.3.b. of this Agreement will then be used to determine a Flight Attendant's entitlement to full/partial sick leave accrual beginning July 1, 2013 and for each month thereafter. The qualifying active payroll provision outlined in paragraph 2. above shall no longer apply.
  5. For all subsequent years the period of accrual shall be the period from July 1st through June 30th for benefits eligibility for the following year.
  6. New Hires:
    - a. Flight Attendants hired in 2012 will be credited with two hours and thirty minutes (2:30) of paid sick time for each month (or pro-ration thereof) they were on active payroll for 15 or more days in the year 2012. Such time will be deposited into their sick bank for immediate use on January 2013. (Current Collective Bargaining Agreement)
    - b. From January 1, 2013 through June 30, 2013, a (new hire) Flight Attendant's sick bank will be credited with two hours and thirty minutes (2:30) of paid sick time on a monthly basis for each month in which they were on active payroll for 15 or more days.
    - c. New Flight Attendants hired in any year between the dates of July 1st and June 30th of the following year, will use the pro- ration table in Section 20.C.3.b. of this Agreement to determine their full/partial sick leave accrual credit entitlement scheduled to begin July 1st of that same year and continue through June 30th of the following year.
    - d. A new hire Flight Attendant will accrue monthly sick leave credit during the probationary period; however, she/he may not use such accrued leave until she/he has completed the first six (6) months of service.

Example: A Flight Attendant hired October 1st, 2013 will accrue 2:30 hours of sick leave per month. After the completion of probation on April 1, 2014 that Flight Attendant will be credited with 9 hours of sick leave which will be immediately available for use. She/he will continue to accrue 2:30 hours each month thereafter through June 30th, 2014. On July 1, 2014 the Company will calculate the Flight Attendant's pay credit hours earned from October 1, 2013 through June 30, 2014. This Flight Attendant will have 9 months of active service on June 30, 2014. Therefore, using the table in Section 20.C.3.b. of this Agreement, this Flight Attendant must have earned a minimum of 405 pay credit hours to earn full time sick leave benefits and 262:30 pay credit hours for partial sick leave benefits to be credited each month beginning in July 2014.



Section 12: Uniforms

Uniform Points Implementation

1. On January 1, 2013 a Flight Attendant will be credited with 12 uniform points.
2. Beginning July 1, 2013 the Company will calculate each Flight Attendant's pay credit hours earned from January 1, 2013 through June 30, 2013. The table in Section 20.C.3.b. of this Agreement will then be used to determine a Flight Attendant's entitlement to full/partial uniform point accrual and the appropriate number of points shall be credited to each eligible Flight Attendant beginning January 1, 2014 and in accordance with Section 12.C.1. of this Agreement.
3. For all subsequent years the period of accrual shall be the period from July 1st through June 30th for benefits eligibility for the following year.
4. Flight Attendants hired after January 1st of any calendar year will have their benefit eligibility hours, as cited in Section 20.C.3.b. of this Agreement, pro-rated using a calculation of measure from the time they are placed on active payroll through June 30th of the same year.

Section 20: Insurance

The period of credit hour accrual shall be the period from January 1, 2013 to June 30, 2013 for benefits eligibility commencing January 1, 2014 and the credited hours shall be prorated using the table in Section 20.C.3.b. of this Agreement.

Scheduled Implementation Schedule:

Section	Item	Scheduled Implementation Date
4	Compensation	
4.A.2.	Longevity Pay	1-Jan-13
4.E.	Deadheading Pay (50% pay)	1-Jan-13
4.F.4.	Reserve OT Pay	1-Jan-13
5	Expenses	
5.A.1.	Per diem	1-Jan-13
5.B.1.	Parking/Public Transportation	1-Jan-13
7	Hours of Service	
7.D.2.a-b	Golden Days swap/trade	1-Jan-13
7.E.1.a.	Comp Rest Programming (must start)	1-Feb-13



Section	Item	Scheduled Implementation Date
7.E.3.a.	Rest out of domicile	1-Jan-13
8	Scheduling	
8.2.	Bid Package (RBL, Hybrid Lines)	1-Feb-13
8.C.2.	Reserve Line Construction	1-Feb-13
8.C.3.	Reserve Block Lines	1-Feb-13
8.C.4.	Hybrid Lines (Pay)	1-Feb-13
8.D.3.	Bid Committee (24 Hours)	1-Jan-13
8.E.9.	Bid Award Error	1-Jan-13
8.G.2.	Known Open Time	1-Jan-13
8.F.7.	Managers Picked up OT	1-Jan-13
8.J.10.	OE from another Base	1-Jan-13
8.J.11.	Jet-bridge Transaction	1-Jan-13
8.N.	Order of Assignments	1-Jan-13
8.O.3.	Junior Manning	1-Jan-13
8.O.5.	JM/EX add EX Volunteer List	1-Jan-13
8.R.1.a.	Crew Scheduling Recording (60 Days)	1-Jan-13
9	Reserve	
9.C.2.a.	Credit Reserve Codes	1-Jan-13
9.E.	Two (2) hour call out	1-Jan-13
10	Vacation	
10.A.2.	Vacation Accrual Posted Online	Completed 11/1/12
10.B.	Annual Vacation Bid	Completed 11/1/12
10.D.1.	Vacation Pay-Touching Leg Unpaid	1-Jan-13
10.D.3.	Flying during Vacation (monthly email)	1-Jan-13
10.G.2.e.	Day Pairings-Slide	1-Jan-13
10.G.3.	Reserve Slide	1-Jan-13



Section	Item	Scheduled Implementation Date
10.H.1.b.	Vacation Conflicts (touching leg)	1-Jan-13
10.N.	PO (1%)	1-Jan-13
11	Sick Leave	
11.A.	Accrual	1-Jan-13
11.J.	Sick Donation	1-Jan-13
12	Uniforms	
12.C.	Point System	1-Jan-13
	Remove Cleaning Allowance	1-Jan-13
14	Seniority	
14.B.1.b.	Print Seniority – Appendix C	Include in Final Printing
15	Filling of Vacancies	
15.B.3.a.	TDY while on VC	1-Jan-13
18	Leave of Absence	
18.B.1.a.	Bereavement Days	1-Jan-13
18.D.5.	Medical Leave Duration	Implemented
19	Training	
19.A.1-4.	Training Dates Published Online	1-Jan-13
19.C.	Touching Legs Pay	1-Jan-13
19.H.3.	In Domicile Hotel	1-Jan-13
19.N.	Distance Learning	1-Feb-13
19.Q.	Training Failures	1-Jan-13
20	Retirement, Insurance and Benefits Qualifications	
20.C.	Benefits Qualification	1-Jan-13 – 30-Jun-13
23	Union Security and Dues Check-Off	
23.L.	Pegasus Program	1-Jan-13



Section	Item	Scheduled Implementation Date
26	Safety and Health	
26.D.1.c.	Hygienic and Sanitary Safety Demo	1-Jan-13
31	Report to Work and CP Policy	1-Jan-13
34	Hotels	
34.D.	Hotel Standards	1-Jan-13
<b>Sideletters</b>		
M.	PBS	TBD
N.	Profit Sharing Plan	1-Jan-13
Q.	Expedited Arbitration	1-Jan-13
R.	Early Out	Completed
T.	CIC Implementation of Agreement	1-Jan-13
V.	Provisions	TBD
W.	1113 Administrative Claim	TBD

Disposition of Side Letters

SIDE LETTERS TO ADD/RETAIN:

ASAP (retain)...new SL L.

TTOT Side Letter [A1] paragraph AA – any changes to TTOT must be negotiated.

Need to affect another LOA with this paragraph.

SL A – (Retention of Company seniority)

SL B – deleted (incorporated into 1.E.2.)

SL C – (employment consideration)

SL D – re-write: If Envoy Air acquires a/c with a spare jumpseat, the priority with that jumpseat will be for Envoy Air Flight Attendants.

SL E – (SJU early vacation pay) - delete

SL F – (SJU Christmas Bonus) - delete

SL G – deleted – obsolete

SL H – me-too w/pilot Junior Manned pay put in 8.O.6.

SL J – deleted – obsolete



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- SL K – deleted – moved raises into Section 4
  - SL L – (CIC SL) – delete and replace w/new CIC LOA SL T
  - SL M – (Boston Parking) delete
  - SL N – (Fatigue) Delete – moved to 26.M.
  - SL O – (Overtime make up) delete – moved to 8.L.6.
  - SL P – (Airport Standbys – no extensions) – delete - moved to 8.O.1.b.
  - SL Q – (critical incident) – delete - moved to Section 32.
  - SL R – (Cuba Flying) – delete - moved to 30.G.
  - SL S – (bottle water) – delete - moved to 26.D.1.a.
  - SL T – (Anticipated misconnection) – Leave as SL – reference in contract in Section 8.F.8. (new) To reclaim flying when a misconnect is anticipated, see SL D.
  - SL U – (SJU maternity benefits) retain new SL E.
  - SL V – (Cleaning A/C) – delete - moved to 26.L.1.a.
  - SL W – (Prior Knowledge of Rest/Days Off in domicile) – delete - moved to 7.E.1.a.
  - SL X – (Standby Reserve) – delete - moved to Section 9 - placed at the end
  - SL Y – (Late Report) – delete - moved to Section 31 - Commuter Policy
  - SL Z – (Uniform Cleaning Allowance - Simmons) – delete
  - SL AA – (Assignment to New Flying when 2 FA crew loses time) – delete - moved to 8.F.5.
  - SL BB – (PM Airport Reserve) – delete - moved to 9.F.4.
  - SL CC – (Line value, Pairing Trades) – delete - moved to 2.OO.
  - SL DD – (TDY bidding/awarding) – delete - moved to 15.B.
  - SL EE – (A12 travel for pick-ups out of domicile) – delete - moved to 8.M.1.a.
  - SL FF – (Personal LOA, non-probationary) – delete - moved to 18.A.1.
  - SL GG – (PO cap) – delete - incorporate #1 into 10.N.1.a.
  - SL HH – (Assignment to new flying when notified > 24 hours prior) – delete - moved to 8.F.6.
  - SL II – (Return to Domicile Extension) – delete - moved to 8.O.2.
  - SL JJ – (PE days) – delete - moved to 10.O.1.
  - SL KK – (SJU Christmas Bonus) – delete
  - SL LL – (Calculation of Per Diem for Special Assignment) – delete - moved to 5.A.4.
  - SL MM – (Pairing Trade out of domicile for Union biz) – delete - moved to 24.D.6.
  - SL NN – (Voluntary waiver of Required Rest following an Extension) –delete - moved to 8.O.1.g.
  - SL OO – (Redacted Complaint Letter) – delete #1 moved to 27.B.2.b.; #2 moved to 22.M.1.



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- SL PP – (Repaying an Overpayment) – delete - moved to 4.M.- 4.M.3.  
corrected on payment amount
  - SL QQ – (DTS) – delete - made obsolete by TTOT SL.
  - SL RR – (Critical Coverage Pay) – delete - moved to 8.O.8.a.

#### Disposition of Side Letters Outside of the Agreement

- SL A1 – delete – Everything incorporated already - except for paragraph #2 which was inserted into 4.C.3.
- SL B1 – delete – moved to 15.A.5.
- SL C1 – delete – already incorporated into 17.A.2.h. and 17.B.2.j.
- SL D1 – delete – Hotel w/o water moved to 34.E.
- SL E1 – delete – (Displacement/Vol furlough) moved to Section 17
- SL F1 – redo as in Section 24 – (FPL for Union biz) partially moved to Section 24 except CIC component which must be addressed in new CICSL.
- SL G1 – delete – (series of emails: OT flyback on PU/UU) - moved to 24.D.4.
- SL H1 – delete – (Paper-bidding/unpaid pairing drops) - moved to 24.D.2.b.
- SL I1 – delete – (Unpaid union drops) - moved to 24.D.3.
- SL J1 – delete – (Straight bill FPL) - moved to 24.D.2.c.
- SL K1 – delete – (Union drops) - moved to 24.D.1.a-b.
- SL L1 – delete – (Relax restriction of Pairing Drops) - obsolete
- SL M1 – delete – (Reserve Order of Assignment) - moved to 9.C.4.e. and 8.O.3.b.iii.
- SL N1 – delete – (Precursor to TTOT LOA) - obsolete
- SL O1 – delete – (Treatment of voluntarily furloughed BOS FAs) - obsolete
- SL P1 – keep as a side letter - but need to change site references in SL - [8.D.2.a. should be 8.F.2.a.]
- SL Q1 – delete – (CUBA SL) - obsolete - replaced with new CUBA LOA
- SL R1 – delete – covered in new definition of Positive Contact
- SL S1 – delete – (NY domicile min reserve call out) - moved to 29.I.
- SL T1 – delete – (Travel on PO days) - moved to 10.N.9.
- SL U1 – delete – (Domicile Transfer Award Date) - moved to 15.A.2.b.
- SL V1 – delete – (A12 travel for SB meetings) - moved to 22.H.
- SL W1 – delete – (FA ability to copy medical file) - moved to 28.D.
- SL X1 – delete – (Travel to Training) - moved to 19.G.
- SL Y1 – delete – (Automatic External Defibrillators Indemnification) - moved to 26.O.
- SL Z1 – delete – (Arbitration Award - Vacation/FMLA) - moved to 18.G.7.



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- SL AA1 – delete – (series of letters - FMLA paper bid) - moved to 8.E.7. (General statement - any leave with pay, FA can paper bid) and 18.G.5. (FMLA-specific provision) and 18.G.4. (Co can only count days of scheduled work toward FMLA maximum)
  - SL BB1 – delete – (Document Review Process) - moved to 22.M.
  - SL CC1 – delete – (Commuter Policy Packet) - pilots/FAs commuting back from vacation can use Commuter Policy - moved to 31.B.1.
  - SL DD1 – delete – (Reserve Daily Assignments - 1st day of month) - moved to 9.C.4.a.
  - SL EE1 – delete – (Moving Expenses - FA can take w/in 1 yr. of triggering event) 6.E.3.
  - TTOT SL - 48 hours for DTS - moved to 10.H.

AGREED this 17th day of January, 2013.

FOR ENVOY AIR, INC.

Linda Kunz  
Vice President - Flight Service

FOR THE ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

/s/ Sara Nelson

Sara Nelson  
International President

Robert Barrow, MEC President

/s/ Debora Sutor

Debora Sutor, Chairperson, Negotiating  
Committee

/s/ Paula Mastrangelo

Paula Mastrangelo, Staff Negotiator



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## SIDELETTER – Y

### LETTER OF AGREEMENT

by and between

ENVOY AIR, INC.

and the FLIGHT ATTENDANTS in the service of

ENVOY AIR, INC.

as represented by the

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Compensating Union-appointed PBS Trainers
---

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and betwixt Envoy Air (hereinafter referred to as the “Company”) and the Flight Attendants in the service of Envoy Air, as represented by the Association of Flight Attendants-CWA, AFL-CIO (hereinafter referred to as the “Union”).

The parties acknowledge that the system by which Flight Attendants select their monthly work schedules is transitioning from a monthly bidding and awarding of fixed schedules to a system of “Preferential Bidding” in which a Flight Attendant will have the opportunity to construct her/his own line of flying based on individual preferences.

During this transition period, certain individuals have been appointed by the Company and certain individuals have been appointed by the Union to train Flight Attendants on the Preferential Bidding System.

The parties agree that Envoy Air will compensate Flight Attendants on the system seniority list who have been appointed by the Union to serve as “PBS Trainers” on the same basis as those individuals appointed by the Company.

1. The pay calculation formula to be used will be that described in CBA Section 4.I. (“Special Assignment”).
2. In addition, these individuals, whether appointed by the Company or by the Union will be paid per diem in accordance with CBA Section 4.I.
3. This Sideletter is signed on a non-precedent setting basis. It may not be interpreted to establish any binding practice or course of dealing between the parties.



FOR ENVOY AIR, INC.

FOR THE ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

/s/ Sara Nelson

Linda Kunz            08/05/2013  
Vice President - Flight Service

Sara Nelson                            08/12/2013  
International President

Robert Barrow                            08/05/2013  
President-AFA MEC



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## SIDELETTER – Z

LETTER OF AGREEMENT  
by and betwixt  
ENVOY AIR, INC.  
and the FLIGHT ATTENDANTS in the service of  
ENVOY AIR  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

PBS Buddy Bidding-Amendment of CBA Section 8.B.5.c.
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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Envoy Air (hereinafter referred to as the “Company”) and the Flight Attendants in the service of Envoy Air, as represented by the Association of Flight Attendants-CWA, AFL-CIO (hereinafter referred to as the “Union”).

1. The parties have mutually agreed to amend Section 8.B.5.c. The language contained in paragraph 8.B.5.c. as published in the tentative Agreement signed on July 26, 2012 is replaced as follows:

Once the buddy bid link is established, the PBS logic will award positions to both buddies on as many pairings as are legal and available to both bidders using the junior buddy's bid and seniority. Should the logic be unable to build two complete pairings line with both bidders together on every awarded pairing, then the PBS logic will award remaining un-buddied pairings from the junior buddy's bid and seniority, in order to reach line completion. If the buddy bid link is never established, then each buddy will be awarded from his or her respective bids at their seniority. Should the buddy bid link establish and no available opening pairings can be awarded, it is possible that one buddy can end up on reserve while the other is awarded a line.

2. It is understood that this Sideletter is restricted to an amendment of Section 8.B.5.c. of the Collective Bargaining Agreement. It is not intended to amend, alter, replace or in any way change any other portion of the Collective Bargaining Agreement. Any such implication is expressly denied and rejected by the parties.



FOR ENVOY AIR, INC.

*Linda M. Kunz*

Linda Kunz      08/14/2013  
Vice President – Flight Service

FOR THE ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

/s/ Sara Nelson

Sara Nelson      08/14/2013  
International President

*Robert Barrow*

Robert Barrow      08/14/2013  
President-AFA MEC

/s/ Richard Wrede

Richard Wrede      08/14/2013  
Senior Attorney



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**SIDELETTER – AA**

MEMORANDUM OF UNDERSTANDING  
by and betwixt  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

DELETION OF REFERENCE TO “EL FONDO”
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This Memorandum is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, betwixt Envoy Air, Inc. and Association of Flight Attendants-CWA, AFL-CIO.

1. The parties agree to delete all references to “El Fondo” from Section 35 of the Agreement.
2. Notwithstanding the deletion of references to “El Fondo” the parties acknowledge that a Flight Attendant retains the right to have her/his Workers Compensation claim administered through El Fondo or its successor agency provided Puerto Rico and El Fondo accept jurisdiction for the claim.
3. If a Flight Attendant chooses to process her/his workers compensation claim through El Fondo, she/he may use accrued sick leave and/or vacation to make up the difference between the El Fondo benefits and two-thirds (2/3) of the Flight Attendant's average weekly wage.
4. A Flight Attendant may use her/his sick leave and/or vacation time during the statutory waiting period. Such Flight Attendant's sick bank and/or vacation bank will be restored if the IOD leave exceeds the statutory waiting period and the Flight Attendant receives state-paid income replacement for that time. The Flight Attendant will repay the Company for the El Fondo benefits received for the waiting period and that amount (converted to equivalent pay hours) will be restored to her/his sick leave and/or vacation bank.
5. Unless specifically altered by this Memorandum of Understanding, all other sections of the Collective Bargaining Agreement remain unchanged in full force and effect.



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ENVOY AIR, INC.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

Linda Kunz      02/26/2014  
Vice President-Flight Service

Robert Barrow      02/26/2014  
Master Executive Council President



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## SIDELETTER – BB

LETTER OF AGREEMENT  
between  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

TDY Bidding and Awarding Timeline
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The Association of Flight Attendants-CWA (Association) and Envoy Air, Inc. (Company) acknowledge that with the implementation of a Preferential Bidding System (PBS), an alternate bidding and awarding timeline for Temporary Duty Assignment (TDY) may be appropriate in order to accommodate full participation in the PBS Pre-Bid.

This Agreement will be in place, on a trial basis for ninety (90) calendar days following the first occurrence of a TDY bid, measured from the initial notification to Flight Attendants that a TDY assignment is available for bid. At the conclusion of the trial period, the parties must either mutually agree to make the provisions of the trial period permanent or mutually agree to an alteration. If there is no mutual agreement on either continuing or changing the bidding timeline below, then the TDY timeline will revert back to the original timeline provided below.

TRIAL TDY BIDDING/AWARDING TIMELINE:

TDY announced (bid opens)	7th of the month
TDY bid closes	10th of the month

ORIGINAL TDY BIDDING/AWARDING TIMELINE:

TDY announced (bid opens)	10th of the month
TDY bid closes (close 1000, award noon)	15th of the month



IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this 5th day of December, 2013.

For Association of Flight Attendants, AFL-CIO

For Envoy Air, Inc.

/s/ Sara Nelson

Sara Nelson  
International President

A handwritten signature in cursive script that reads 'Linda M. Kunz'.

Linda Kunz  
Vice President, Flight Service

A handwritten signature in cursive script that reads 'Robert Barrow'.

Robert Barrow  
MEC President

/s/ Matt Bartle

Matt Bartle  
Counsel, Employee Relations

/s/ John Grace

John Grace  
PBS Chairperson

/s/ Paula Mastrangelo

Paula Mastrangelo  
Staff Negotiator



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## SIDELETTER – CC

LETTER OF AGREEMENT  
between  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR, INC.  
as represented by  
THE ASSOCIATION OF FLIGHT ATTENDANTS–CWA, AFL-CIO

<p>CHANGES REQUIRED FOR IMPLEMENTATION OF PREFERENTIAL BIDDING SYSTEM</p>
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This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, between Envoy Air, Inc. (hereinafter referred to as the “Company”) and the Flight Attendants in the service of the Company, as represented by the Association of Flight Attendants-CWA (hereinafter referred to as the “Association”).

WHEREAS, the Parties acknowledge that the introduction of a Preferential Bidding System (PBS) requires that certain provisions of the Envoy Air Flight Attendant Collective Bargaining Agreement (CBA) and of Side Letter M: Implementation of Preferential Bidding System (SL M) require modification. To fully effectuate PBS, the parties have met and agree to implement the following amendments to the CBA upon implementation of PBS.

NOW, THEREFORE, it is mutually agreed to and understood by and between the parties to this Letter of Agreement regarding the implementation of a Preferential Bidding System (PBS) that the following changes will be made to the CBA language:

Change Key:

Underlined = from SL M

**Bold** = new language

~~Struck~~ = deleted language

Normal text = CBA language

Global Changes (new)

1. Change all references to “sequences” and “pairings” to “pairings.”
2. Part time becomes “Reduced Guarantee.”



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## **SECTION 2: DEFINITIONS**

The following additions, deletions and modifications to Section 2 will be made to accommodate PBS Implementation:

2.D. change “pairing” to “pairing”

2.L. “Bridge Trip” becomes “Bridge Pairing”

2.KK “Hybrid Lines” deleted

~~“HYBRID LINES” are lines of time that contain the first or second half of a bid month as reserve availability days and the other half of that month dedicated for trips. The bid package will show all hybrid lines available for bid in any given month.~~

2.NN JPBSC – Means the Joint Preferential Bidding System Committee which shall be a joint Company/Association Committee composed of a minimum of two (2) members from the Company and a minimum of two (2) members from the Association. The Committee shall maintain oversight of all significant matters regarding implementation and continuing operation of PBS as well as any future enhancements or changes.

2.PP “Trip or Trip Pairing or Trip Sequence” delete and REPLACE term with “Pairing”

2.BBB “Regular Line” deleted

~~“REGULAR LINE” means a line of time on the monthly schedule consisting of flying made available to Flight Attendants for bid.~~

2.CCC (Relief Lines) deleted

~~“RELIEF LINE” means a monthly schedule built and awarded after the bids are awarded and transitions are completed, but before initial open time is posted, except as provided in Section 8.E.5.~~

(new definition) “Protest Window” means either the period after the pre-bid window closes during which a Flight Attendant may protest her/his pre-bid award and/or the period after bid closing during which a Flight Attendant may protest her/his bid award.

(new definition) “Monthly Pre-bidding System” Website that allows Flight Attendants to pre-bidding and be awarded ~~ing~~ of specific options not available in regular PBS. This pre-bidding process takes place prior to regular PBS bidding.

(new definition) “Flight Operating System (FOS) Lockout” means a period of time during the bidding window in which the last six (6) days of the current bid month may not be impacted by scheduling transactions such as pairing trades, optional exchanges, etc. ~~ing~~.

(new definition) “Carry-In/ Carry-out” means the portion of a pairing that crosses contractual months.



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2.VV “Paper Bid” means a bid award for a contractual bid month for pay purposes only (i.e. not actually given a line) but the Flight Attendant is not obligated to fly, except in extreme circumstances. In the PBS system, this is referred to as “Shadow Bidding.”

#### **SECTION 4: COMPENSATION**

The following additions, deletions and modifications to Section 4 will be made to accommodate PBS Implementation:

##### 4.C. Cancellation Credit/Adjusted Guarantee

1. A Flight Attendant who is available for a full month and is awarded a regular or relief line of flying will be guaranteed ninety-six percent (96%) of the scheduled flight credit hours ~~awarded on her/his final bid award~~ plotted during the PBS build for that bid month. Such scheduled credit hours will include time carried in from the previous bid month.

##### 4.C.3. ~~delete (24 Hour Pairing Trade Window Adjustment) 24 Hour Trip Trade Window Adjustment~~

~~Time added or deducted during the twenty-four hour (24:00) Automated Trip Trade with Open Time Window following the publication of preliminary bid awards will affect the amount of time shown on a Flight Attendant's final bid award by the amount of additional time acquired or the amount of time traded away. A Flight Attendant who pairing trades for lower time pairing(s) may reduce his/her minimum monthly guarantee.~~

#### **SECTION 7: HOURS OF SERVICE**

The following additions, deletions and modifications to Section 7 will be made to accommodate PBS Implementation:

##### 7.A.4. ~~delete (provisions concerning month-month pairing conflicts) and renumber 7.A. paragraphs~~

~~If a Flight Attendant is awarded a pairing sequence that continues into the following month and causes her/his projection for the following month to exceed the one hundred (100:00) limitation, she/he may elect to complete the pairing sequence. If the Flight Attendant does not elect to complete the pairing sequence that continues into the following month, the Company will determine which leg(s) to remove from her/his schedule in order to reduce her/his projected block hours in the following month to one hundred (100:00) or less.~~

7.C.2. A Flight Attendant will receive one (1) calendar day free from duty in her/his domicile in any seven-day period. However, a Flight Attendant at her/his discretion, may elect a 24- hour break from duty in any seven day period to accommodate her/his request(s) for pairing trades, optional exchanges and/ or pick-ups of open time. However, if a Flight Attendant adjusts her/his schedule (OT pick up, pairing trade, etc.) for the end of the current month before the final bid awards are made for the following month and such schedule adjustment puts her/him into a one in seven conflict after bids are awarded, the Flight Attendant shall not be considered to have waived the



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calendar day off. One day of flying shall be removed in order to accommodate the Flight Attendant's right to one day free from duty in any seven-day period.

Changes to "Golden Days" procedures to allow for PBS and increase Reserves' options:

7.D.2. ~~The Company~~ PBS will construct lines of time with duty days grouped together, and days off grouped together in which there are at least two periods of two (2) days free from duty. In addition, the "default" construction for the lines of Reserve Flight Attendants will be ~~constructed with~~ at least one (1) period of four (4) consecutive days off, and at least one (1) period of three (3) Golden Days. Such default parameters may be waived by the Flight Attendant. ~~Reserve lines will include one~~ The set of three (3) Golden Days off will be placed consecutively on a Reserve's line in any block of three or more days off. Golden Day placement will always start with the first day of a block of days off. When more than one block of three or more days off exist in the bid month, such Golden Days will be placed on the set of days off which were given the highest priority within the Flight Attendant's submitted bid. Such Golden Days off cannot be changed or removed by the Company for any reason without the approval of the Flight Attendant. ~~Golden Days will be built into the bid line and will be bid upon as part of the line by those Flight Attendants bidding reserve lines.~~ A Flight Attendant may swap her/his complete set of Golden Days off for another Flight Attendant's complete set of Golden Days off so long as the trading of such sets of Golden Days does not create a conflict with the Flight Attendant's Reserve schedule.

7.E.1.b. ~~Lines of time for a month~~ Pairings will be constructed with a minimum of ten hours (10:00) of rest in domicile and a minimum of eight and one-half hours (8:30) of rest in out stations.

7.E.1.c. ~~Lines of time for a month~~ Pairings will be constructed with a minimum of ten hours (10:00) of rest in domicile. Such rest limitation may be waived by the Flight Attendant to FAR + 45 minutes.

Changes to CDO line construction to reflect PBS Implementation:

7.F.2. ~~Flight Attendant schedules will be constructed with no more than three (3) consecutive CDOs. Such CDO groupings shall be followed by not less than two (2) calendar days off.~~ Flight Attendants may bid for and be awarded a "CDO" line in the Monthly Pre-bidding System.

7.F.3. ~~Wherever possible, the Company will construct lines of flying that contain only CDOs.~~ CDO lines will be constructed with no more than three (3) consecutive CDOs. Such CDO groupings shall be followed by not less than two (2) calendar days off.

7.F.4. ~~No more than four (4) consecutive CDOs will be scheduled for a Flight Attendant during the transition period.~~



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## **SECTION 8: SCHEDULING**

The following additions, deletions and modifications to Section 84 will be made to accommodate PBS Implementation:

[CBA 8.A.1.a. is moved to 8.A.2. and 8.B. CBA 8.A.1. is replaced by the following:] [CBA 8.A.b.-g. are deleted]

8.A.1. The Company will utilize and maintain a Preferential Bidding System (PBS), meeting the requirements in this section and the Collective Bargaining Agreement for the construction and awarding of flight schedules and Reserve Lines of Time (New). [SL M12.a]

[TA Section 8.A.1.b-g]

~~b. Bid Closing Date~~

~~Bidding will close at 1200, Central Time (CT) at the domicile, five (5) days after electronic posting.~~

~~c. Preliminary Bid Awards~~

~~Preliminary bid awards will be posted electronically and via AVARS later on the same date as the bids close.~~

~~d. Transition Adjustments Period and Open Time Window The Company will utilize the four days following Preliminary bid awards to resolve scheduling conflicts during the transition period.~~

~~e. A twenty four (24) hour Automated Pairing Trade with Open Time window opens at 1200 CT no later than seven (7) days prior to the next contractual month. No Pairing Drops, Open Time Pick Up or Manual Trades with Open Time will be allowed during this window.~~

~~f. No later than six (6) days prior to the next contractual bid month, the Automated Pairing Trade Twenty Four (24) hour window closes at 1200 CT and relief lines will be constructed.~~

~~g. Final Awards~~

~~Final bid awards will be posted as soon as available but in no case less than four (4) days prior to the start of the next contractual month. Automated Pairing Trading with full functionality begins concurrently with the publishing of final bid awards at 1200 CT. Flight Attendants may also begin submitting requests for Manual Trades at this time.~~

8.A.2. Monthly Bidding Process Bid Information

a.

Schedules for bidding purposes will be posted electronically to each Flight Attendant at each domicile on or before sixteen(16) days prior to the start of the next contractual month. Paper bid packages will be made available to each Flight Attendant at each domicile fifteen (15) days prior to the start of the next contractual month. In the event that the Company needs to adjust this timeline due to unforeseen circumstances, the Company will notify the Association as soon as possible.



Pairing information will be made electronically available via a home access computer system and the Company computer terminals located in each domicile on or before the date of pairing information package distribution. One hard copy of the pairing information package will be available at each domicile or co-terminal. Pairing information packages, and online access, shall contain all of the pairing information, for all of the ~~scheduled~~ pairings in a given domicile and its co-domiciles. ~~Each domicile's bid package~~ The pairing information package shall state the anticipated number of bid lines and reserve lines that will be awarded in each ~~that~~ domicile, the line average for the month in the domicile, the minimum and maximum hours a line can be built to in the domicile, and the training dates and locations for the domicile. [SL M 12.e.]

[CBA 8.B. is moved to 8.D. and replaced with the following from CBA 8.A.1. and 8.E.:]

#### 8. B. Monthly Bidding Process

8. B.1. A Flight Attendant will bid in her/his specific domicile (When "domicile" is used herein, it will include any co-domicile). A Flight Attendant may enter a default ~~standing~~ bid and it shall remain in force until one of the following occurs: 1) Base Transfer 2) TDY award 3) Flight Attendant changes bid. [SL M 12.b.]

a.

- i. Carry-ins/absences/pre-awards that are known at the time of bidding, will be pre-planned in the bid process, and credited in the new month. [SL M 12.b. iii.]
- ii. Flight Attendants on a paper-bid status, whose bid will be for pay purposes only, will be able to bid and be awarded a schedule without impacting other active Flight Attendants' awards. [SL M 12.b.i.]
- iii. A Flight Attendant who obtains medical clearance prior to the close of bids will be allowed to bid during the bidding process, and will be awarded a schedule for the entire bid period or that portion of the month for which she/he will be available. If available for less than the full bid period, the number of minimum days off will be prorated based upon the numbers of days available per the chart below and the Flight Attendant will receive a "soft" credit in accordance with the chart below for each day of unpaid leave for purposes of bidding only; e.g., a Flight Attendant returning from maternity leave mid-month. [SL M 12.b.ii.]



Type of credit	Prorated Minimum Days Off	Pay Credit	PBS Credit
Bereavement Leave	NO	3.75	3.75
Vacation Ex Days (Part of Guaranteed days off)	NO	0.00	3.75
FMLA (intermittent) / KIN Care	NO	3.75	3.75
FMLA (non-intermittent)	YES	2.50	2.50
Furlough	YES	0.00	2.50
Jury Duty / Witness (1-4 Days)	NO	3.75	3.75
Jury Duty/Witness (More Than 4 Days)	YES	2.50	2.50
Long Term Training	YES	2.50	2.50
LT LOA	YES	0.00	2.50
Maternity Leave	YES	2.50	2.50
Medical Leave	YES	0.00	2.50
Military Leave	YES	0.00	2.50
Move Days (MV)	NO	3.75	3.75
Move Days (UM)	NO	0.00	3.75
Other Company Paid Days (1-4 Days)	NO	3.75	3.75
Other Company Paid Days (More than 4 Days)	YES	2.50	2.50
PLOA	YES	0.00	2.50
Pre-planned Sick Leave / IOD	YES	2.50	2.50
Retirement / Resignation	YES	0.00	2.50
Short Term Training	NO	3.75	3.75
Special Assignment Daily	NO	3.75	3.75
Special Training	NO	3.75	3.75



Type of credit	Prorated Minimum Days Off	Pay Credit	PBS Credit
Travel Day	NO	3.75	3.75
Union Leave (1-4 Days)	NO	3.75	3.75
Union Leave (More than 4 Days)	YES	2.50	2.50
Vacation (1-4 Days)	NO	2.67	2.67
Vacation (More than 4 Days)	YES	2.67	2.67
Vacation Credit Effective 1-1-16	YES	3.00	3.00
Withheld from Service - Paid	YES	2.50	2.50
Withheld from Service - Unpaid	YES	0.00	2.50
Witness Leave (1-4 Days)	NO	3.75	3.75
Witness Leave (More than 4 Days)	YES	2.50	2.50
* Special Assignment Full Month Will Shadow Bid			

iv. If a Flight Attendant is withheld from service with pay by the Company at the time of bid closing she/he will be allowed to bid for a schedule for the following bid period in accordance with this Section. [SL M 12.b.v.]

b. Planned absences/activities

8.B.2. Low/High Minimum/Maximum Bid Options [SL M 15]

a. Low Bid Option:

~~The Company will offer low time bid options when feasible. This option would allow a Flight Attendant to bid a line in the domicile not to exceed 45.5 hours. The pay guarantee for low bid option lines will be fifty percent (50%) of the regular monthly guarantee as defined in Section 4 (Compensation). If the Company offers a low bid option in a specific domicile, it will specify the number of Flight Attendants who will be able to hold that option, and conduct a bid, based upon seniority order.~~  
[SL M15.a.]



b. High Time Option:

~~A Flight Attendant may elect to bid a high time line option. Lines constructed as high time may exceed the ninety one hour (91) cap as set forth under Section 8.B.5. but in no event will they exceed one hundred ten (110) hours.~~ [SL M 15.b.]

A bidder may choose the minimum or maximum range of credit hours to be awarded for a bid period during PBS line construction. The minimum credit range will be 75 to 91 credit hours. The minimum credit range will never be less than 75 hours and will never exceed 91 hours. The maximum credit range will be 91 to 110 credit hours and will never exceed 110 hours.

~~[Insert procedure for bidding for a month in which there is vacation below.]~~

8.C. Pairing Line Construction

8.C.1. Lines shall be constructed preferentially, in order of seniority, one Flight Attendant at a time with the Flight Attendant holding as many pairings available at her/his seniority that meet her/his specific preferences, such preferences being stated in priority order provided that those pairings do not conflict with any known absences, carry-in pairings or reserve periods, or legalities following carry-in activities.

[SL M 9.]

8.C.2. Criteria for Pairing Line Construction:

~~a. The JPBSG will meet with the vendor to thoroughly vet the new scheduling provisions which must be considered in the context of a PBS environment.~~ The Company, with input from the JPBSG, will determine the range for the line average and the window above and below it to which a Flight Attendant's schedule may be built. Any subsequent change(s) will be made after consultation with the JPBSG. [SL M 10.a.]

~~b. A bid pairing line award will contain no reserve days. and a reserve line will contain only reserve days and days off.~~ [SL M 10.c.]

~~c. A bid pairing line will not contain any out of domicile pairings.~~

[SL M 10.d.]

[Insert CBA 8.B. and amend as follows:]

8.C.3. Parameters for Pairing/ Line Construction:

The following procedures will precede line construction:

a. All known flying, including charters, shall be constructed into pairings and placed in the PBS for bid. (Parties recognize that the flying must be known at the time pairings are constructed.) A variety of pairings will be constructed (e.g. single day pairings, multi-day pairings, CDOs - if applicable) [SL M 11.a]

b. The Company will apply any known absence to a Flight Attendant's schedule. The credit value of the known absence(s) will be reflected in the total value of the line for purposes of the line construction



parameters according to the schedule below. To the extent that the “off the shelf” software accommodates credit value waivers, or if mutually agreed by the parties, at the Flight Attendant’s option, she/he may elect to have the credit value not counted toward her/his maximum bid award. However, in no event may the Flight Attendant’s bid award exceed one-hundred ten (110) hours. [SL M 11.b]

c. For the purposes of Line construction, the planned absences or events that are known prior to the close of the bids will have the below daily credit value applied towards a Flight Attendant’s line credit except as provided for in b. above. [SL M 11.c]

i. Training	3:45
ii. Sick Leave	3:45
iii. Bereavement	3:45
iv. Paid Move Days	3:45
v. Special Assignment	3:45
vi. Union Leave	3:45
vii. Jury Duty Leave	3:45
viii. Family Leave if SK or VC used	3:45
ix. Pay Withheld	3:45
x. Paid Witness	3:45
xi. Travel Day	3:45
xii. Single VC Day prior to January 1, 2016	2:41
xiii. Single VC Day commencing January 1, 2016	3:00
xiv. California Paid Family Leave and Paid School	3:45
xv. Miscellaneous Other	TBD

**Preference Options**

1. <u>Pairing Equipment</u> [Prefer/Avoid, Aircraft type] Flight Attendant may prefer or want to avoid <u>pairings</u> with specific aircraft type.
2. <u>Pairing Length</u> [Prefer/Avoid, #Calendar days, Date] Flight Attendant may prefer or want to avoid <u>pairings</u> with specified number of calendar days.
3. <u>Layover City</u> [Prefer/Avoid, Layover Station, Date] Flight Attendant may prefer or want to avoid a layover station or region, e.g. West Coast, North East, FL, Caribbean, Mexico, Southwest.



4.	<u>Pairing Type</u> [Prefer/Avoid, Type of <u>pairing</u> , Date] Flight Attendant may prefer or avoid a type of <u>pairing</u> . <u>Pairing</u> types - 4-day, 3-day, 2-day or 1-day <u>pairings</u> .
5.	<u>Crew Position</u> [Prefer/Avoid, Crew position, Date] Flight Attendant may prefer or want to avoid a specific position on <u>pairings</u> . Flight Attendant positions are specified on each <u>pairing</u> .
6.	<u>Report / Release</u> [Before/After, Time, Date] Flight Attendant may bid for <u>pairings</u> that report / release before or after a specific time. The <u>pairings</u> may optionally originate / terminate on a specific date.
7.	<u>No Deadheads</u> [Date] Flight Attendant may bid for <u>pairings</u> with no deadheads in the <u>pairing</u> .
8.	<u>Layover Duration</u> [Minimum/Maximum, Duration, Station] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum layover between duty periods. This limit shall apply to all layovers within the <u>pairing</u> .
9.	<u>Landings per duty period</u> [Minimum/Maximum, Number] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum landings per duty period. This limit shall apply to all duty periods within the <u>pairing</u> .
10.	<u>Block Hours per duty period</u> [Minimum/Maximum, Value] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum block time per duty period. This limit shall apply to all duty periods within the <u>pairing</u> .
11.	<u>Average Credit Hours per duty period</u> [Minimum/Maximum, Value] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum credit time per duty period. This limit shall apply to all duty periods within the <u>pairing</u> .
12.	<u>Prefer Calendar Days Off</u> [Days of week] Flight Attendant may bid off days on specific days of the week (e.g., prefer to work every Monday-Thursday)
13.	<u>Credit Ratio</u> [Prefer, Credit Ratio Value] Flight Attendant may bid for <u>pairings</u> that do not exceed the Credit Ratio Value ( <u>pairing</u> time away from base / <u>pairing</u> credit).
14.	<u>Pairing</u> [ <u>Pairing</u> number, Date] Flight Attendant may bid for a specific <u>pairing</u> number and optionally depart on a specific date.
15.	<u>Range of days off</u> [First date, Second date] Flight Attendant may bid for a range of days off.



16. Block of days off [Date from, Date to] Flight Attendant may bid for a period of days off and would be awarded all days off or none.
17. Co-Domicile Preference [Prefer, Co-Domicile] Flight Attendant may bid for <u>pairings</u> that originate from a specific co-domicile.
18. Min / Max Connection Time [Minimum/Maximum, Duration] Flight Attendants able to bid for <u>pairings</u> that have minimum or maximum connection (sit) times. This limit shall apply to all duty periods within the <u>pairing</u> .
<b>Global Options</b>
19. Maximum number of work periods - Flight Attendant may elect to specify a maximum number of work periods in the bid month (subject to their minimum and maximum permissible credit hours).
20. Allow Back to Backs Flight Attendants may elect to allow legal back-to-backs to be included in their line-of-time.
21. Allow Training and a <u>Pairing</u> as a Back to Back Flight Attendants may elect to attend training and operating a <u>pairing</u> as a legal back-to-backs to be included in their line of time.
22. Allow Multiple <u>Pairings</u> Flight Attendants may elect to allow two (2) <u>pairings</u> in the same calendar day separated by legal domicile rest.
23. Waive Domicile Rest to FAR Minimum + :45
24. Min Days Off between Work Periods Flight Attendant may set the number of days off between work periods. The system default is two days.
25. <u>Pairing</u> Mix in a Work Period Flight Attendant may create work periods that contain <u>pairings</u> of specific lengths. The system will use the <u>pairing</u> lengths only in the order that the Flight Attendant specifies.
26. Commutable Work Period Flight Attendant may bid that their work period begins after a specific time and ends prior to a specific time.
27. Cadence Preference - Flight Attendant may elect that their work period begins on the same day of the week throughout the bid month.



<p>28. Buddy Bid - Flight Attendant may bid with other Flight Attendants up to the number of Flight Attendants on the equipment, utilizing the seniority of the least senior Flight Attendant. Flight Attendants may also buddy bid with pilots should that group implement a PBS.</p>
<p>29. Avoid/Prefer Bid - Flight Attendant may avoid or prefer more senior Flight Attendants <del>or more junior Flight Attendants</del> who have been awarded a pairing <del>providing the senior Flight Attendant waives her/his seniority to immediately below the junior Flight Attendant's seniority.</del> Flight Attendants may also prefer or avoid <del>buddy bid pairings</del> with pilots should that group implement a PBS.</p>
<p>30. Reasons Report - System shall generate a report for each Flight Attendant which explains why a preferred <u>pairing</u> or day off was not awarded.</p>
<p>31. Standing Bids - System shall maintain persistent or "standing" bids which shall act as default bids should the Flight Attendant fail to enter a monthly bid. If a Flight Attendant fails to input her/his bid and does not have a standing bid inputted, her/his bid will be inputted using a default bid created by the Joint PBS Committee.</p>
<p>32. Vacation Expansion - A Flight Attendant who is scheduled for a block of consecutive vacation days may elect to place up to a total of four (4) days off (at sole discretion of the Flight Attendant) before, after, or split on either side of such vacation period. The days off will act as a pre-planned absence and will carry neither a value for pay nor credit. Such days off <del>will</del> may be counted toward the Reserve's scheduled Golden Days. Such block of four days, or portion thereof, may be extended into the next bid period.</p>
<p>33. Paper Bid/Pay Purpose Only Bid - Once the final awards are published, Crew Scheduling will run PBS for a Pay Purpose Only (PPO) award. Crew Scheduling shall run PBS with the same bids and settings as the regular bid with the addition of the bids (standing or actual) of any Flight Attendant who is off the entire bid period to determine what she/he could have held for pay purposes only. Such PPO awards shall only be used for this pay determination and shall not change in any way <u>pairing</u> awards as published in the final line awards.</p>
<p>34. High/Low Time Option. <del>Flight Attendants desiring a low time option may elect whether to work the first or last half of the bid month. If PBS is unable to grant a low time option in either half of the month, then FA may elect to revert to a regular bid line option.</del> A Flight Attendant desiring minimum or maximum credit may elect Minimum Credit or Maximum Credit, which <del>may will</del> <u>may will</u> waive <u>some</u> contractual restrictions. The minimum credit awarded will never be lower than 75 hours in conformity with line guarantee. The maximum credit awarded will never be higher than 110 hours.</p>



35. Other Bid Options as agreed by the Joint PBS Committee.
<del>36. Block of Reserve Golden Days off [Date from, Date to] Flight Attendant may bid for a period of Reserve Golden Days off and would be awarded all Reserve Golden Days off or the same period of Moveable Days off or none.</del>
<del>37. Range of Reserve Golden Days off [First date, Second date] Flight Attendant may bid for a range of reserve Golden Days off. The First dated is the most important day off and the Second date is the less important.</del>
36. RBL Line Option
37. Days on and off
38. Length of block of available days
39. Month end carry-over
40. Standby Line Preferences
<del>43. Placement of Golden Days</del>

- d. Other preferences may be mutually agreed upon and requests for said preferences will not be unreasonably denied. [SL M 12.c.]
- e. A Flight Attendant will use the PBS to bid. If PBS is inoperative, the Company will provide an alternative method for bidding. [SL M12.d.]
- f. Flight Attendants who fail to bid and/or have no default ~~standing~~ bid
  - i. A Flight Attendant failing to make a bid or failing to meet the deadline will be assigned a line of pairings or reserve line, in accordance with seniority, in the awards as per her/his default ~~standing~~ bid. A default ~~standing~~ bid may be submitted at any time by a Flight Attendant, and will remain in effect until it is changed by the Flight Attendant. [SL M 12.g.]
  - ii. If no default ~~standing~~ bid exists, the Flight Attendant's bid will be inputted using a default bid created by the Joint PBS Committee. [SL M 12.g.]
- g. The PBS will generate, track, and provide each Flight Attendant a bid confirmation for each bid supplied by the Flight Attendant. [SL M 12.h.]
- h. Following the awarding of bid lines, no more than 10% of the remaining known and proposed flying may be designated as open flying in each domicile pursuant to Section 8.G.1 ~~of the Collective Bargaining Agreement~~. (Example: If the DFW domicile has 1,000 block hours, there will be a maximum of 100 hours of open flying remaining in the domicile after the awarding of the bid lines.). [SL M 12.i.]



- i. All monthly lines shall be awarded in accordance with seniority and bid preferences. In cases where a Flight Attendant is denied a bid preference in order to ensure adequate daily work coverage, such assignment shall be in accordance with the bid preferences of the Flight Attendant and forced in inverse order of seniority. [SL M 12.j.]
- j. An individual report will be made available to each Flight Attendant each month, which reconciles the Flight Attendant's bid to her/his awarded schedule on a preference-by-preference basis (Reasons Report). [SL M 12.k.]

[CBA 8.D.: Bidline Construction Committee moves to 8.T.]

[Insert CBA 8.B: Bidline Schedule Construction, and amend as below:]

8.D. Pairing Line Schedule Construction [CBA 8.B.1-9]

- ~~1. A variety of bid lines will be constructed, with priority given to constructing lines with similar pairings (e.g. single day pairings or multi day pairings or GDOs).~~ [addressed in 8.C.3.a.]
- 1. Regular Pairing and relief lines will be constructed with a minimum of two (2) periods of at least two (2) consecutive days off.
- 23. A Flight Attendant holding a regular line of time will not be scheduled for reserve.
- ~~4. Lines will not be constructed with more than ninety one (91:00) credit hours (including fifty percent (50%) of scheduled deadhead hours).~~
- 34. Lines will be constructed with at least ten hours (10:00) rest between pairings in domicile.
- 45. ~~Lines of time for a month~~ Pairings will reflect any known reduced/changed holiday scheduling for that month. Should holiday schedules be modified after the final bid award, the affected Flight Attendants will be notified as soon as possible.
- 56. If an overnight is scheduled for less than nine hours (9:00), the following day shall not be scheduled for more than twelve hours (12:00) on duty.
- 67. A ~~bidline trip~~ pairing will normally not consist of more than four (4) days. However, in unusual circumstances such as, but not limited to, charters, retirement of equipment type or shifting of equipment type to a different domicile; pairings may be scheduled to a maximum of five (5) days.
- 78. The Company shall offer reduced guarantee lines when feasible. Eligibility for these lines will be awarded in the pre-bid. The pay guarantee for reduced guarantee lines will be fifty percent (50%) of the regular monthly guarantee as defined in Section 4 (Compensation).
  - a. Reduced guarantee lines shall contain pairings up to a maximum of forty-five hours and thirty minutes (45:30).
  - ~~b. Such lines will be issued as part of the bid packet and awarded in seniority order.~~



- b. No Flight Attendant will be involuntarily assigned to a reduced guarantee bid line.
- c. Flight Attendants holding reduced guarantee lines may bid for and be awarded open time in the same manner as any other Flight Attendant covered by this Agreement, including on their regularly scheduled day(s) off.
- d. Benefits and health insurance premiums will be provided in accordance with Section 20 Benefits, Retirement and Eligibility. Accruals of seniority, vacation and sick leave will be as provided in those sections. Pass privileges will be the same as those extended to regular line holders.

[CBA 8.C.: Reserve Line Construction is moved to 8.E. and amended as follows:]

8.E. Reserves Line Construction

1. Reserve lines shall be allocated as part of the monthly PBS process. A Flight Attendant who may be awarded a line of flying may conditionally bid for a reserve line. [SL M 16.a.]
2. Reserves will have a minimum of eleven (11) scheduled days free of duty ("days off") at her/his domicile each bid month. Three (3) of such days shall be Golden Days. Patterns must conform to the following unless the Flight Attendant selects the waivers provided in PBS: [SL M 16.b.]
  - a. Reserve Flight Attendants will receive at least two periods of two (2) days free from duty.
  - b. ~~In addition~~, Reserves will receive another ~~at least one (1)~~ period of four (4) consecutive days off. [SL M 16.b.i.]
  - c. In addition, Reserve Flight Attendants will receive one set of three (3) Golden Days off. Golden Days will always begin a block of days off and may not be preceded by a non-Golden Day off. [SL M 16.b.ii.]
  - d. The minimum provisions in 2.a., b., and c. above may be waived by the Flight Attendant in her/his PBS bid.
  - e. Day off periods may not be separated by less than three(3) days of availability or by more than six (6) days of availability. Groups of days of availability which transition from month to month shall be subject to this limitation. [SL M 16.b.iii.]
  - f. A Reserve with vacation day(s) in a bid period shall receive all her/his days off outside of the vacation period, if applicable, in addition to her/his vacation days. This will guarantee the Reserve her/his full number of minimum days off in addition to her/his vacation day(s). However, if the days off as provided for in Global Option #32 plus the scheduled vacation days does not allow for the required days off to be placed outside of the scheduled vacation period, such days will not be restored or moved to the subsequent month. [SL M 16.c.]



g. The chart below shall be used to determine the number of days free from duty for a Reserve who is bidding for or returning to schedule as a Reserve with less than a full bid period. This chart shall be used to determine the number of days free from duty during the Reserve's days of availability in a partial bid period. [SL M 16.d.]

30 Day Month		31 Day Month	
Available Days	Prorated Days Off	Available Days	Prorated Days Off
29 - 30	11	30 - 31	11
26 - 28	10	27 - 29	10
24 - 25	9	24 - 26	9
21 - 23	8	22 - 23	8
18 - 20	7	19 - 21	7
15 - 17	6	16 - 18	6
13 - 14	5	13 - 15	5
10 - 12	4	10 - 12	4
7 - 9	3	8 - 9	3
5 - 6	2	5 - 7	2
2 - 4	1	2 - 4	1
1	0	1	0

3. Reserve Block Lines (RBLs)

- a. A Flight Attendant's eligibility to hold a Reserve Block lines (RBLs) will be determined in the pre-bid.
- b. Reserve Block Lines (RBLs) will be constructed with a minimum of thirteen (13) days off. All of the days of reserve availability shall be allocated on the line as outlined in the table below. In bid months containing thirty-one (31) days, one (1) additional day off will be attached to a block of contiguous days off.
- c. The RBLs will be available for bid at each domicile and must be published in the bid packet according to the examples (A, B and C) below:

The three types of Reserve Block Lines possible:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A	R	R	R	R	R	R	X	R	R	R	R	R	X	R	R	R	R	R	R	X	X	X	X	X	X	X	X	X	X	X
B	X	X	X	X	X	X	X	X	X	X	X	R	R	R	R	R	R	X	R	R	R	R	R	R	R	X	R	R	R	R
C	R	R	R	R	R	X	R	R	R	R	X	X	X	X	X	X	X	X	X	X	X	X	R	R	R	R	X	R	R	R



d. Award of RBLs

The number of RBL lines posted and multi-awarded shall be determined by the below provisions:

- i. Each domicile shall have a minimum of three (3) RBLs (one each of A,B and C) awarded, if bid.
- ii. A minimum of ten percent (10%), rounded up, of awarded reserve lines will be RBLs (if bid) in each domicile. RBLs will be multi-awarded if all three (3) RBLs are bid.
- iii. The number of RBL lines awarded may not exceed twenty percent (20%) of a base's total awarded reserve lines.
- iv. If insufficient Flight Attendants bid the RBLs, the un-awarded lines shall be dropped and may not be involuntarily assigned to a Flight Attendant.
- v. The percentage limitations in c.ii and iii. above may be amended by mutual agreement.
- vi. The minimum monthly guarantee of 75 hours in accordance with section 4.B. shall apply to RBL lines.

8.G.: Open Time

[TA 8.G.5. delete provisions and replace with below chart]

8.G.: Open Time

~~5. The Company may use known open time after the preliminary bids close for transition conflict resolution. The Company may use remaining open time after the Automated Pairing Trade Twenty Four Hour (24:00) Window closes to construct relief lines.~~ The below chart outlines the display / listing of available pairings:

Entries for viewing available pairings

N4D/Base/Date (e.g., N4D/DFW//10JAN)	Displays all pairings that are open (“above the line”) or posted for drop (“below the line”), making them available for pick up.
N4DL/Base//Date (e.g., N4DL/DFW//18JAN)	Will display only those open and posted pairings that a Flight Attendant is qualified and legal to pick up. If a “D” follows the pairing, a Duty Free period (DFP) conflict exists, requiring the elimination of a DFP.
N4T/Pairing/Date (e.g., N4T/22132/24JAN)	Will display a list of “redder” open pairings with which a Flight Attendants is qualified and legal to trade his/her red pairing. If a “D” follows the pairing number, a Duty Free Period (DFP) conflict exists, requiring the elimination of a DFP.
N4TL/Pairing/Date (e.g., N4TL/22123/24SEP)	Displays only those “redder” open pairings for which a Flight Attendant is qualified and legal to trade his/her red pairing. If a “D” follows the pairing number, a Duty Free Period (DFP) conflicts exists, requiring the elimination of a DFP.

[Above chart new to section, brought in from TTOT user guide.]



8.G.6. [CBA 8.G.6. moved to 8.G.7.]

8.G.6. Red for Red Trading Rules

Red for Red Trading Rules Chart

<u>Drop Status</u>	<u>Pick-Up Status</u>	<u>Allowed</u>	<u>Pairing Date Pick Up vs Pairing Date Drop</u>
Green	Green	Yes	n/a
Green	<u>Red</u>	Yes	n/a
Red	Green	No	n/a
Red	Red	Yes (exceptions)	n/a
Red	Red	Yes (if different duration, the picked up <u>pairing</u> must be redder)	Same Date Start
Red	Red	Yes (if different duration, the picked up <u>pairing</u> must be redder)	Overlapping Dates
Red	Redder	Yes (Restrictions)	Different Dates

[Above chart new to section, brought in from TTOT user guide.]

a. Red for Red Trading Rules

i. Same Date Trades

If same start date and same end date, then no restrictions.

If same start date but different end date, then allow trade if pick up pairing is redder than dropped pairing.

ii. Overlapping Trades

If overlapping (where both pairings operate on at least one common date), then allow trade if pick up pairing is redder than dropped pairing.

iii. Different Date Trades

For different dates (pairings operate on mutually exclusive dates), allow trade if pick up pairing is redder than dropped pairing.

iv. Posting a ~~trip~~ pairing is always allowed.

Doing so allows the ~~trip~~ pairing to be picked up by another Flight Attendant without regard to “RED” restrictions. [From TTOT user guide, TA 8.A.1.g.]

[CBA 8.G.6. becomes new 8.G.7]

[CBA 8.G.7. becomes new 8.G.8.]



[CBA 8.D.: Bidline Construction Committee moves to 8.T. and is modified below:]

8.T. Association Committees

1. Bidline Pairing/Reserve Construction Committee: [old CBA 8.D.]

- a. The Association will establish a Bidline Pairing/Reserve Construction Committee consisting of at least one representative from each Domicile that will meet with the Company for the purpose of developing cooperative and efficient flight operations, including input and suggestions with respect to pairings and line construction as applicable to each base's unique operations.
- b. The Association Bidline Pairing/Reserve Construction Committee shall meet or coordinate with the Company each bid period, or more frequently by mutual agreement, to discuss the subsequent month's pairings and bidline line construction.
- c. The Bidline Pairing/Reserve Construction Chairperson and/or the Domicile representatives will be afforded the opportunity to provide input during the pairing construction process. After completion of the "daily solution" the Chairperson and/or Domicile representatives shall be provided no less than 24 hours to review and provide recommendations. Recognizing that some pairing(s) which are otherwise legal, may present problems such as delivery of service difficulties, the Committee Chairperson and /or Domicile reps will be given reasonable consideration in the final construction of pairings.
- d. Once per quarter, the Company will meet with representatives from each domicile and the Bidline Pairing/Reserve Construction MEC Committee Chair to discuss planning issues, projections, staffing, or any issues impacting quality of the schedule/operation.

2. PBS Implementation Committee:

The Joint PBS Committee (JPBSC) shall be composed of a minimum of two (2) members from the Company and minimum of two (2) members from the Association. The Association members shall have continuing PBS involvement as part of the Pairing Construction Committee. The Company will consult with the JPBSC on all significant matters regarding implementation of PBS as well as any future enhancements or changes before making decisions regarding such matters. [SL M 3.]

TA 8.T.: General becomes the new 8.U.: General

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Additional Contract Provisions to Address:

[delete current CBA 9.B.2. and replace with the following:]

CBA 9.B.2. A Flight Attendant may bid for monthly airport reserve on her/his pre-bid option, for example S-1, S-2, S-3, etc. which is an airport-on-duty period of no more than eight (8) hours.



[delete current CBA 10.D.3. and replace with the following:]

CBA 10.D.3 A Flight Attendant who is scheduled for vacation may indicate via the PBS website her/his intention to fly on some or all of her/his vacation block per the bidding time-line as found in section 8.B.2.

CBA 10.G.

~~delete — No longer applicable~~

G. Vacation Slide

1. A Flight Attendant may at her/his option indicate her/his desire to move the start date of her/his scheduled vacation block. This option, if exercised, would be made known to the Company's computer bid system for the contractual month so affected.

~~2. Should a lineholder Flight Attendant indicate a desire to effect a change in the start date of her/his vacation, the following will apply:~~

~~a. The effective starting date of an awarded vacation will be adjusted (slid) by up to three (3) days to coincide with the scheduled departure date of the first pairing sequence which is in conflict with the Flight Attendant's originally scheduled block.~~

~~b. If the change in sub paragraph a., above, cannot be accomplished, such vacation date would be moved by up to three (3) days so as to terminate the vacation coincidental with the termination date of the last pairing sequence which is in conflict with the original vacation termination date.~~

~~c. Should the application of either sub paragraph a. or b., above result in a Flight Attendant's scheduled vacation still being in conflict with the flying of a complete pairing sequence at either the start or termination of such vacation block(s), no such vacation change will be effected.~~

~~d. Vacation slides will only be permitted to overlap into another contractual month, with the concurrence of Crew Scheduling.~~

a. Consecutive ~~one day~~ CDO pairings shall be considered one "block" or "pairing" for the purposes of sliding a Flight Attendant's vacation.

b. Consecutive vacation weeks are considered one block for the purposes of sliding a Flight Attendant's vacation.

CBA 10.H. rename heading to "Vacation Conflicts with CDOs"

1. Whenever a vacation block conflicts with a Flight Attendant's CDO flying, the Flight Attendant at her/his option may choose one of the following options by indicating on the bid ballot or via an electronic message (i.e. 'RF' message or equivalent) within 48 Hours following the closing of the bids:

a. Fly whatever portion of the trip ~~sequence~~ pairing that falls outside of her/his vacation block for which she/he is legal and available, or

b. Drop the complete pairing sequence when any portion of such pairing sequence conflicts with her/his vacation block. The Flight Attendant may choose to drop a pairing conflicting with the beginning, end, or on



both the beginning and end of the vacation block. In the event the Flight Attendant chooses one of these options, she/he will not be credited for pay purposes for any flight(s) outside her/his vacation block, except as provided in sub-paragraph D.1. above. Notwithstanding D.1., if a Flight Attendant's leg(s) into or out of an overnight is removed, she/he will not be paid for the leg(s) removed.

- c. For the purposes of this provision, a block of contiguous ~~one-day pairings~~ CDOs shall be considered one "block" or ~~pairing pairing~~. In this situation, the Flight Attendant must send an RF message to Crew Scheduling, no later than forty-eight hours (48:00) following the closing of the bids, indicating that the block of ~~one-day pairings~~ CDO which abut the vacation period should be dropped.

~~CBA 10.H.1.c. [remove reference to one-day pairing and replace with "CDO-block"]~~

- ~~e. For the purpose of this provision, a block of contiguous one-day pairings CDOs shall be considered one "block" or "pairing pairing". In this situation, the Flight Attendant must send an RF message to Crew Scheduling, no later than forty-eight hours (48:00) following the closing of the bids, indicating that the block of one-day pairings CDOs which abut the vacation period should be dropped.~~

CBA 15.A.4. [amend the provision in the following manner:]

- 4. The Flight Attendant awarded a vacancy will be removed from all pairings for which any part of the pairing trip falls within the three (3) moving days period immediately preceding the effective date of transfer or have moving days inserted as a pre-planned absence. If the move is involuntary, such Flight Attendant shall be paid and credited as if she/he had flown the dropped pairing(s) trip(s). If the move is voluntary, such Flight Attendant shall not be paid and credited for the dropped pairing(s) trip(s), however she/he shall not fall below guarantee for pay purposes.

CBA 15.B.2-4 (amend timeline in 15.B.2-4 as follows ~~waiting finalization of PBS bidding timeline~~)

- B.2. No later than the ~~40th~~ 7th of the month preceding the month in which the vacancy/TDY assignment will be offered, the Company will post the temporary vacancies at any and all bases which it determines have more than adequate staffing levels and afford the Flight Attendants at such base(s) the opportunity to bid for the vacancy/TDY. The awarding of a temporary vacancy/TDY will be done in seniority order from among the Flight Attendants who bid for the vacancy/TDY at the bases at which the vacancy/TDY is posted.

- B.3. Bidding for the temporary vacancy/TDY will close at 1000 CT on the ~~45th~~ 10th of the month preceding the month in which the vacancy/TDY will be offered.



a. A Flight Attendant who bids and is awarded TDY and who has vacation during the TDY period will be required to be paid out for any vacation day(s) that fall within the TDY period and thus will remain available for assignment during the time previously scheduled for vacation.

b. The Flight Attendant's vacation shall be paid at the value of the vacation week in accordance with the table in Section 10.D. and such hours shall be paid above the guarantee.

B.4. TDY bids will be awarded at 1200 noon CT on the ~~45th~~ 10th of the month preceding the month in which the vacancy/TDY will be offered.

CBA 15.B.5. [delete current CBA 15.B.5. and replace with the following:]

5.A Flight Attendant awarded a TDY assignment, will be able to utilize PBS in the same manner as any Flight Attendant at that domicile based on their seniority.

~~A Flight Attendant who is awarded TDY will be issued the bid package for the base to which she/he will be temporarily transferred on the date of the regular bid publication. She/he shall have the opportunity to bid for any line in that base's bid packet and will be awarded a line based on her/his seniority in the same manner as any Flight Attendant based at that domicile.~~

CBA 16.E.: TOWOP [amend the provision in the following manner:]

E. When known far enough in advance, time off without pay will be included in the ~~bid packages of the base(s)~~ PBS "info tab" stating in which base(s) TOWOP is being offered. Such time will be awarded in the final bid.

CBA 16.F.: TOWOP [amend the provision in the following manner:]

F. When it is not known far enough in advance, ~~to include in the bid packet,~~ ~~the Company will post~~ the offer of time off without pay will be listed in the PBS "info tab" for no less than seven (7) days in the (1) HI6 (or its equivalent); and (2) in the daily open time recordings currently referred to as AVARS - or its equivalent.

CBA 17.A.1.d.iii. [amend the provision in the following manner:]

iii. The company shall make a reasonable effort to construct a ~~relief~~ line for a line holding Flight Attendant who clears for duty following the final bid award. If the Flight Attendant is a reserve, the prorated line shall consist of days off and days of reserve availability.

CBA 18.K.1. [delete current CBA 18.K.1. and replace with the following from SL M.12.b.ii.:]

1.If available for less than the full bid period, the number of minimum days off will be prorated based upon the numbers of days available per the chart found in Section 8.E.2.e. below and the Flight Attendant will receive a "soft" credit in accordance with the chart below for each day of unpaid leave for purposes of bidding only; e.g., a Flight Attendant returning from maternity leave mid-month.



~~A Flight Attendant returning to active status for a full or partial month and who has not been awarded a line of flying or a reserve schedule during the monthly bidding process shall have a schedule built in consultation with the Administrative Manager. The schedule constructed shall be in parity with the Flight Attendant's seniority with regard to pairings, days of reserve and days off.~~

CBA 19.C. [amend the provision in the following manner:]

C. For each day in training a Flight Attendant will be paid ~~the greater of pairings missed or the value of the day~~, three hours forty-five minutes (3:45), at her/his applicable hourly rate as specified in Section 4.A.1. of this Agreement. It is understood for Flight Attendants holding a line of CDOs the time removed will be paid and credited the greater of VOD or pairings missed.

CBA 19.D. [delete current CBA 19.D. and replace with the following:]

D. In order to prepare for recurrent training, a Flight Attendant may, when submitting a training date bid, at her/his option indicate to have a day free from duty immediately preceding the first day of recurrent training or travel day, if applicable. Such day free from duty will be unpaid and not count towards the Flight Attendant's minimum days off.

~~In order to prepare for recurrent training, a Flight Attendant may, at her/his option, drop all portions of her/his pairing(s) or reserve day that conflicts with the day immediately preceding the first day of recurrent training. Such time dropped will be unpaid.~~

CBA 19.J.1. [insert new provisions:]

19.J.1. A Flight Attendant may waive in PBS to FAR + 45 minutes for rest following a training event.

CBA 24.D.2.b. [amend the provision in the following manner:]

b. Flight Pay Loss: Paper Bid

When a Flight Attendant will be on Union Business leave for the entire bid period, she/he may "paper bid." The names of Flight Attendant(s) who will be paper bidding for the next bid period will be submitted to the Company no later than the fifth (5th) day of the current bid period. A Flight Attendant who paper bids will be deemed to hold the line to which her/his seniority entitles her/him for all purposes, including, but not limited to, vacation, sick leave, jury duty, etc. ~~The Flight Attendant may designate certain pairing(s) or portions of pairings contained in the "paper bid" line as unpaid. Pairings so designated will be treated as a dropped individual pairing pursuant to D.4.~~

CBA 24.H. [amend the provision in the following manner:]

H. The Company recognizes the following Union committees: ~~Scheduling, Bid Line Pairing Construction~~; Safety, Health and Security; Hotel; Uniform; Grievance; Membership; EAP; ~~and Government Affairs, ASAP, and Reserve.~~



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CBA 29.G.2. [amend the provision in the following manner:]

2. At the request of a Flight Attendant ~~who is a bidline holder~~, the transportation will be provided at the beginning of the pairing sequence, provided that such request is made at least twenty-four (24) hours prior to scheduled check-in and does not create a conflict with the duty/rest provisions of this Agreement.

Should any further modification, amendments or other adjustments to the CBA become necessary at the time while this CBA is in effect, the parties agree to meet and negotiate such changes prior to implementation.

FOR ENVOY AIR, INC.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

LINDA KUNZ            02/26/2014  
Vice President-Flight Service

ROBERT BARROW 02/26/2014  
President-Master Executive Council



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## SIDELETTER – DD

LETTER OF AGREEMENT  
between  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

STANDBY RESERVE AWARDS IN THE PBS ENVIRONMENT
---

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor act, as amended, betwixt and between ENVOY AIR INC. (hereinafter referred to as the “Company”), and the Flight Attendants in the service of ENVOY AIR INC. as represented by the Association of Flight Attendants-CWA, AFL-CIO (hereinafter referred to as the “Union”).

WHEREAS the Company and the Union have reached consensual agreement upon a Collective Bargaining Agreement (hereinafter referred to as the “Agreement”);

NOW THEREFORE, the parties agree as follows:

- A. It is understood that, upon implementation of the Preferential Bidding System (PBS), Flight Attendants can bid for and will be awarded, in seniority order, Airport Standby Reserve status. Once this Airport Standby Reserve status has been awarded, a Flight Attendant may then use the PBS program to bid for a schedule according to their preferences. Any resulting Reserve schedule award will then be designated as Airport Standby Reserve in accordance with the previously awarded status.
- B. Should a Flight Attendant who has been awarded Airport Standby Reserve Status be awarded a line of flying, it is agreed that the awarded Airport Standby Reserve Status would become irrelevant. Any company required Airport Standby Reserve coverage would revert to availability on the day of operation.



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IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 9th day of September, 2014.

FOR ENVOY AIR, INC.

FOR THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

LINDA KUNZ                      Date  
Vice President - Flight Service

ROBERT BARROW                      Date  
MEC President



**SIDELETTER – EE**

**SETTLEMENT AGREEMENT  
by and betwixt  
ENVOY AIR, INC.  
and the Flight Attendants in the service of  
ENVOY AIR  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO**

**Benefits Look Back Period  
AFA Grievance # 22-99-2-44-14**

The parties have met and agree to resolve the above-referenced grievance on a one-time non-precedent basis due to the changes in the Affordable Care Act.

To determine eligibility for Health & Welfare Benefit participation commencing January 1, 2015, for the plan year 2015 only, the Company will determine the total number of paid credited hours a Flight Attendant earned in the following periods:

(A) July 1, 2013 through June 30, 2014

(B) October 3, 2013 to October 2, 2014

If, during either period, an Envoy Flight Attendant has 540 Pay credit hours, she/he will receive Health & Welfare Benefits at the full rate.

If, in either period, has 350 but no more than 539 Pay Credit Hours, the Flight Attendant will receive Health & Welfare Benefits at the Part-Time rate.

For subsequent years, the parties agree to amend Section 20.C.1.c for the purposes of Health and Welfare benefits only, to be the period of October 3rd - October 2nd, in compliance with the Affordable Care Act. For all other benefits, they will remain based upon the negotiated look back window (July 1st - June 30th).

ENVOY AIR, INC.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

LINDA KUNZ                      Date  
Vice President - Flight Service

ROBERT BARROW                      Date  
MEC President



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**SIDELETTER – FF**

**LETTER OF AGREEMENT  
by and betwixt  
ENVOY AIR  
and the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO**

**Failure to Complete Work Assignment Prior to  
Commencement of a Scheduled Vacation Block**

The parties acknowledge that from time to time a Flight Attendant may be inadvertently unable to complete a work assignment prior to the commencement of a scheduled vacation block. (For example, a Flight Attendant's flight back to domicile on the final day of a pairing may cancel, necessitating a return to domicile extension on the first day of a scheduled vacation block.)

In such cases, the parties agree that the Flight Attendant at her/his sole option, may exercise one of the following alternatives.

1. Add the lost vacation day(s) to the end of the scheduled vacation block. In such a case, the Flight Attendant will be paid for any flying from which she/he was removed for the vacation block plus any Extension or Junior Assignment Pay (as appropriate) for the lost Vacation Day. The Extension or Junior Assignment Pay will be paid above guarantee in accordance with CBA Section 8.O.6 The Flight Attendant will receive Vacation Pay for the rescheduled Vacation Day but not for the lost Vacation Day. OR
2. Schedule a return Vacation Day later in the same bid period or subsequent bid period. In such a case, the Flight Attendant will be paid for any flying from which she/he was removed for the vacation block plus any Extension or Junior Assignment Pay (as appropriate) for the lost Vacation Day. The Extension or Junior Assignment Pay will be paid above guarantee in accordance with CBA Section 8.O.6 The Flight Attendant will receive Vacation Pay for the rescheduled Vacation Day but not for the lost Vacation Day.

It is understood that in no case is it intended that the Flight Attendant would lose any compensation as a result of being Extended or Junior assigned into a vacation block.

ENVOY AIR, INC.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

LINDA KUNZ                      Date  
Vice President - Flight Service

ROBERT BARROW                      Date  
MEC President



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**SIDELETTER – GG**

**MEMORANDUM OF UNDERSTANDING  
by and betwixt  
ENVOY AIR  
and the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

Training Bid Timeline
-----------------------

The parties agree to the following:

- A. The correct TimeLine is published in Section 8.B.5. of the Collective Bargaining Agreement and the accompanying chart.
- B. The timeline published in Section 19.A. of the Collective Bargaining Agreement does not correctly reflect the parties' mutual agreement.
- C. Section 19.A should read as follows:

The Company will publish the recurrent training dates and the list of Flight Attendants required to attend training on the Flight Service Training Web Site two months prior to the applicable training month [i.e. in March the Flight Service Web Site will include May training dates available for bid and names and priority (i.e. base, grace, or early month) of eligible Flight Attendants] Training dates will be awarded in seniority order to Flight Attendants in the order of her/his training month priority: 1. Base Month; 2. Grace Month; 3. Early Month and will follow the schedule below:

1. Publish and open training dates on the Flight Service Web Site two months prior to the training month no later than the first at 1200 noon CT.
2. Close the bids: 1st of the month prior to the training month by 1200 noon CT.
3. Bids awarded: no later than the 4th of the month prior to the training month by 1200 noon CT.

Example for a February Training Event:

- December 1st: Training Dates are published and opened on the Flight Service Web Site.
- January 1st: by 1200 noon CT Bids Close for Training.
- January 4th: by 1200 noon CT Training Dates are awarded.



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ENVOY AIR, INC.

ASSOCIATION OF  
FLIGHT ATTENDANTS-CWA, AFL-CIO

*Linda M Kunz*

LINDA KUNZ                      Date  
Vice President-Flight Service

*Robert Barrow*

ROBERT BARROW              Date  
MEC President



**SIDELETTER – HH**

**MEMORANDUM OF UNDERSTANDING  
by and between  
ENVOY AIR  
and the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

Vacation Slide/Vacation Expansion

The parties have met to consider how a Flight Attendant may utilize the Vacation Slide (CBA 10.G.) and Vacation Expansion (CBA 8.B.3.a) provisions and agree to the following:

1. A Flight Attendant holding a CDO, ~~or~~ RBL, **or RWO** line may use Vacation Slide in accordance with Section 10.G. of the Collective Bargaining Agreement.
  - A. For a lineholding Flight Attendant to use the Vacation Slide procedure, the Flight Attendant must be holding a CDO line.
  - B. For a Reserve Flight Attendant to use the Vacation Slide procedure, the Flight Attendant must have a conflict with Reserve Availability she/ he wishes to rectify.
  - C. If a Flight Attendant uses Vacation Slide, the request must be submitted within 48 hours of the close of the Pre-Bid in accordance with Section 10.H.G. of the Collective Bargaining Agreement.
  - D. If utilized, the Vacation Block may be slid to start no more than four days earlier nor end more than four days later than the originally scheduled Vacation block.
2. A Reserve Flight Attendant may use Vacation Expansion (CBA Side letter N, Global Preference Option 32) on the same basis as a Lineholding Flight Attendant.
  - A. The request must submitted within through the PBS on or after noon Central Time on the twentieth of the month.

ENVOY AIR, INC.

ASSOCIATION OF  
FLIGHT ATTENDANTS-CWA, AFL-CIO

LINDA KUNZ                      Date  
Vice President-Flight Service

ROBERT BARROW              Date  
MEC President



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## **SIDELETTER – II**

### **SETTLEMENT AGREEMENT**

**by and betwixt**

**ENVOY AIR INC.**

**and the**

**ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

TDY Bidding AFA Grievance # 22-99-2-35-14
--

Envoy Air Inc. (the Company) and the Association of Flight Attendants-CWA, AFL-CIO (the Union) have met and agree to resolve the above-referenced grievance as follows:

1. On the next occasion when the Company anticipates Temporary Vacancies (TDY) will exist for a full monthly bid period at more than one domicile, such vacancies will be filled in accordance with this settlement.
2. A Flight Attendant bidding for Temporary Vacancies may bid for one, more than one, or all Temporary Vacancies. Bids will be expressed in order of preference.
  - A. Flight Attendants at domiciles in which the Company has determined have more than adequate staffing levels will be eligible to submit bids for any or all of the TDY assignments.
  - B. TDY assignments will be awarded in seniority order to those Flight Attendants who have submitted a bid for the available assignment.
  - C. TDY assignments will be awarded to Flight Attendants at a specific domicile until such time that any further TDY awards would cause the domicile to fall below adequate staffing levels. (For example, if 20 TDY assignments are available and a specific domicile has more than adequate staffing levels by 10 Flight Attendants, no more than ten Flight Attendants from that domicile may be awarded TDY assignments).
  - D. TDY assignments remaining unassigned will be filled in reverse seniority order among the Flight Attendants at domiciles with more than adequate coverage.
3. Following the first bid period in which Temporary Vacancies at more than one domicile have been filled in conformity with this settlement, at the request of either the Company or the Union, the parties agree to meet to review the process described herein and whether it is necessary to modify the process for a subsequent bid period in which Temporary Vacancies exist at more than one domicile.



AGREED  
ENVOY AIR, INC.

*Linda M. Kunz*

LINDA KUNZ                      Date  
Vice President-Flight Service

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

*Robert Barrow*

ROBERT BARROW                      Date  
President-Master Executive Council



## SIDELETTER – JJ

**SETTLEMENT AGREEMENT**  
**by and betwixt**  
**ENVOY AIR INC.**  
**and the**  
**ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

PBS Minimum Credit  
AFA Grievance # 22-99-2-26-15

Envoy Air Inc. (the Company) and the Association of Flight Attendants-CWA, AFL-CIO (the Union) have met and agree to resolve the above-referenced grievance as follows:

1. The parties agree that language in the CBA is unclear and contradictory regarding the application of the minimum credit bidding option, therefore, the parties agree to the following changes to the existing contract language:

8. B. 2.:

Minimum/Maximum Bid Options [SL-N 15]

A bidder may choose the minimum or maximum range of credit hours to be awarded for a bid period during PBS line construction. The ~~minimum~~ normal credit range will be 75 to 91 credit hours. The minimum credit range will never be less than ~~75~~ 65 hours and will never exceed 91 hours. The maximum credit range will be 91 to 110 credit hours and will never exceed 110 hours. The lowest number of minimum credit lines awarded will never be less than 5% of the domicile population.

8. & Side Letter CC

Global Option Table, # 34, ~~High/Low Bid Option~~ Minimum/Maximum Credit Bid Option:

~~High/Low Time Option. Flight Attendants desiring a low time option may elect whether to work the first or last half of the bid month. If PBS is unable to grant a low time option in either half of the month, then FA may elect to revert to a regular bid line option.~~ A Flight Attendant desiring minimum or maximum credit may elect minimum credit or maximum credit in accordance with Section 8.B.2. which may will waive some contractual restrictions. The minimum pay credit awarded will never be lower than 75 hours in conformity with line guarantee. The maximum pay credit awarded will never be higher than 110 hours.

Side Letter N, Paragraph 15:

~~Low/High Bid Options~~ Reduced Guarantee/Maximum Credit Options



- a. ~~Low Bid Option~~ Reduced Guarantee Option (referred to as “Part Time” on the pre-bid website):

The Company will offer ~~low time~~ reduced guarantee bid options when feasible. This option would allow a Flight Attendant to bid a line in the domicile not to exceed 45.5 hours. The pay guarantee for ~~low bid option~~ reduced guarantee lines will be fifty percent (50%) of the regular monthly guarantee as defined in Section 4 (Compensation) of this Agreement. If the Company offers a ~~low bid~~ reduced guarantee option in a specific domicile, it will specify the number of Flight Attendants who will be able to hold that option, and conduct a bid, based upon seniority order.

- b. ~~High Time~~ Maximum Credit Option:

A Flight Attendant may elect to bid a ~~high time~~ maximum line option. Lines constructed as ~~high time~~ maximum credit may exceed the ninety-one hour (91) cap as set forth under Section 8.B.4. of this Agreement, but in no event, will they exceed one-hundred ten (110) hours.

2. The parties further agree that (number) Flight Attendants in the DFW domicile and (number) Flight Attendants in the JFK domicile were denied pairings lines as a result of the application of the minimum credit option during the awarding of schedules in April 2015 without prior notification to the Flight Attendants. As remedy to this, each affected Flight Attendant named below will be paid and credited 16 hours above guarantee at their applicable hourly rate:

(name, EID, base - **All Employees Notified and Paid**)

3. The parties further agree to the following related amendments to the contract:

8. E. 3. c.

Award of RBLs

The number of RBL lines posted and multi-awarded shall be determined by the below provisions:

- i. Each domicile shall have a minimum of three (3) RBLs (one each of A, B and C) awarded, if bid.
- ii. A minimum of ten percent (10%), rounded up, of ~~awarded~~ projected reserve lines will be RBLs (if bid) in each domicile. ~~RBLs will be multi-awarded if all three (3) RBLs are bid.~~
- iii. The number of RBL lines awarded may not exceed twenty percent (20%) of a base's total ~~awarded~~ projected reserve lines.
- iv. If insufficient Flight Attendants bid the RBLs, the un-awarded lines shall be dropped and may not be involuntarily assigned to a Flight Attendant.
- v. The percentage limitations in c.ii and iii. above may be amended by mutual agreement.



vi. The minimum monthly guarantee of 75 hours in accordance with Section 4.B. shall apply to RBL lines.

4. In conformity with the MOU dated 1/30/2013 entitled "All Weekends Off Reserve Lines" the parties agree that one reserve schedule with all weekends off will be added to the published PBS bid packet. Such lines will be bid upon during the pre-bid period of the bidding time line and will be multi-awarded in accordance with paragraph 1. of the MOU mentioned above.

AGREED

ENVOY AIR, INC.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

LINDA KUNZ                      Date  
Vice President-Flight Service

ROBERT BARROW                      Date  
President-Master Executive Council



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## SIDELETTER – KK

**SETTLEMENT AGREEMENT**  
**Between**  
**ENVOY AIRLINES**  
**And the**  
**ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO**

AFA Grievance # 22-99-2-44-15 (Global Me-Too, Side Letter P) AFA Grievance # 22-99-02-79-06 (Flying when No Flying Lost)
---

In full and final settlement of the above-referenced grievances, the parties agree to the following:

1. Flying when No Flying Lost (effective DOS)
  - a. The Company may not remove or alter a Flight Attendant's awarded pairing, or pairing picked up from another Flight Attendant or Open Time, if nothing happens to any portion of that pairing (i.e. cancellation, delay or misconnect). However, if flying remains to be covered, the Company may remove or alter that trip to prevent a delay or cancellation if no other means are available to cover the impacted flying and the Company has exhausted the list of available Flight Attendants as outlined in the "Order of Assignment of Flying that Becomes Available" provision (8.N.) of the Agreement. The Company must be able to demonstrate a bona fide delay existed to alter a Flight Attendant's awarded pairing in which she/he has lost no flying.
  - b. It is understood that in the event a Flight Attendant is assigned flying under this provision, a Flight Attendant will be paid the greater of the value of her/his original pairing or the actual pairing flown in accordance with 8.F.3.a.
  - c. It is understood that in some instances there may be more than one Flight Attendant positioned to receive an assignment to altered flying. The Company will permit the senior of such Flight Attendants to accept or pass the altered assignment when there is at least thirty (30) or more minutes available prior to the scheduled departure time of the flying requiring coverage.
  - d. If the Company does change a Flight Attendant's pairing per paragraph 1.a. above, all Flight Attendants affected will receive a payment of one hundred dollars (\$100) per occurrence paid in the next month's "end-of-month" paycheck in addition to any compensation in 1.b. above. Such payment will be made in addition to any minimum monthly pay guarantees and all other premium pay as provided for in this Agreement.



- e. This provision will also apply to reserves who have been awarded a pairing on a day(s) off.
- f. In addition to the above referenced grievances, the attached list of thirty-five (35) individual grievances will also be considered resolved. Each Flight Attendant who filed one of the grievances will receive one hundred (\$100) dollars in the next pay period.

**NOTE**

The parties acknowledge that the \$100 override set forth above may require programming to the Company's compensation software which will cause significant delays. Unless and until such process is automated, the Company will compensate affected flight attendants via a manual process which may include Flight Attendants sending a notification to Pay Comp.

2. Lineholder Picking up Open Time: Pay for Open Time (4. F.3.)

From October 26, 2015 to January 9, 2016, the following language will apply in lieu of the current CBA language in Section 4.F.3:

*A Flight Attendant who is awarded a regular line will be guaranteed one hundred and fifty percent (150%) of the greater of the scheduled or actual value of the pairing (per 4.A.1. of the Agreement), including premiums, of any pairing awarded from open time (including deadheads).*

3. Reserve Picking up Open Time

From October 26, 2015 to January 9, 2016, the following language will apply in lieu of the current CBA language in Section 4.F.4:

*A Reserve Flight Attendant may bid for and be awarded open time. Such Reserve Flight Attendant will receive pay and credit above guarantee as outlined in Section 4.F.1 and 4. F.3. as amended above.*

4. Hotels for Training (effective November 1, 2015):

At the Flight Attendant's request, the company will provide, at no expense to the Flight Attendant, comfortable and adequate single occupancy lodging in a suitable location for a DFW-based Flight Attendant who does not have a residence within fifty (50) miles (based on AAA mileage) of the Envoy Training Center when she/he is required to overnight in DFW while attending a training event (e.g. CQ training). Hotels must conform to Section 34 of the Agreement.

5. Hotel Room in Domicile for Commuting Flight Attendants (effective November 1, 2015):

A Flight Attendant who is a commuter may request a hotel in domicile to allow her/him to commute the night before or the last night of a pairing or block of reserve days. Such consideration will be granted to a Flight Attendant who is a commuter four (4) times in a contractual month. For the purpose of this settlement, a commuter is a Flight Attendant whose address on file is greater than fifty (50) miles from her/his domicile airport. Hotels must conform to Section 34 of the CBA.



6. Parking (effective November 1, 2015):

Any Flight Attendant who transferred out of a domicile following a displacement announcement, or who was displaced out of BOS, ORD, DFW, SJU, LAX, MIA or NYC and who continues to park a vehicle at BOS, ORD, DFW, SJU, MIA, LAX or NYC, will, upon request, be reimbursed for the parking charge at the above airports up to the full amount of an employee parking pass. Additionally, any Flight Attendant displaced who, while domiciled at DFW, BOS, ORD, SJU, LAX, MIA or NYC, parked a car and continues to park a car at another airport and was fully reimbursed while domiciled at BOS, ORD, DFW, SJU, LAX, MIA, LGA or JFK, will continue to be fully reimbursed.

7. Good Faith Commuting Policy (effective November 1, 2015):

A Flight Attendant will be allowed six (6) opportunities in a rolling 12-month period so long as they meet the requirements of Section 31 of the Agreement.

The Company and association shall create a PBS Working Group to evaluate the current contractual language surrounding PBS, including credits that affect the PBS award process.

Unless otherwise specified in this Settlement Agreement, all other provisions of the Agreement remain unchanged and in force.

FOR THE ASSOCIATION:

*Robert Barrow*

ROBERT BARROW  
President

/s/ Sara Nelson  
Sara Nelson  
International President

/s/ Paula Mastrangelo  
Paula Mastrangelo  
Senior Staff Negotiator

FOR THE COMPANY:

*Linda M. Kunz*

Linda Kunz  
Vice President – Inflight Services

/s/ Chris Pappaioanou  
Chris Pappaioanou  
Vice President – Labor



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**SIDELETTER – LL**

October 29, 2015

Mr. Robert Barrow  
AFA-CWA, AFL-CIO  
610 S. Industrial Blvd., Suite 230  
Eules TX, 76040

Re: Embraer 175 Slide Deployment

Dear Robert,

The purpose of this letter is to memorialize the conversation we had on October 29, 2015, concerning the possibility of inadvertent slide deployment on the Embraer 175 aircraft.

In case there is an inadvertent slide deployment that was caused by a Flight Attendant, it is recommended that the Flight Attendant submit an ASAP report plus any other required online reports, in addition to attending mandatory Focus training.

If this letter is consistent with your understanding of the matter, please indicate so by signing below.

Sincerely,

Linda Kunz  
Vice President – Inflight Services

Date

Agreed to:

President

Date



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## SIDELETTER – MM

LETTER OF AGREEMENT  
between  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Mid-Term Modifications of the 2012 Agreement
--

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor act, as amended, by and between ENVOY AIR INC., (“the Company”), and the Flight Attendants in the service of ENVOY AIR INC. as represented by the ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO (“the Association”), with both the Company and Association referred to as “the parties.”

WHEREAS the Company and the Union have reached consensual agreement on modifications to the current Collective Bargaining Agreement (hereinafter referred to as the “Agreement”);

### 1. WAGE RATE INCREASE

Section 4.A will be modified as follows:

**SECTION 4**  
**COMPENSATION**

#### A. Pay Rates

1. A Flight Attendant will be credited for all flights which are actually flown applying the following hourly applicable rates of pay for scheduled or actual hours flown whichever is greater, on a leg by leg basis (block-to-block).

% increase	2%	2%	1.5%	1.5%	1.5%
	JAN 1, 2016	JAN 1, 2017	JAN 1, 2018	JAN 1, 2019	JAN 1, 2020
<b>0-1 Year</b>	\$18.95	\$18.95	\$18.95	\$18.95	\$18.95
<b>1-2 Years</b>	\$21.13	\$21.55	\$21.87	\$22.20	\$22.53
<b>2-3 Years</b>	\$21.80	\$22.24	\$22.57	\$22.91	\$23.25



% increase	2%	2%	1.5%	1.5%	1.5%
	JAN 1, 2016	JAN 1, 2017	JAN 1, 2018	JAN 1, 2019	JAN 1, 2020
<b>3-4 Years</b>	\$22.65	\$23.10	\$23.45	\$23.80	\$24.16
<b>4-5 Years</b>	\$24.51	\$25.00	\$25.38	\$25.76	\$26.15
<b>5-6 Years</b>	\$25.64	\$26.15	\$26.54	\$26.94	\$27.34
<b>6-7 Years</b>	\$26.74	\$27.27	\$27.68	\$28.10	\$28.52
<b>7-8 Years</b>	\$29.53	\$30.12	\$30.57	\$31.03	\$31.50
<b>8-9 Years</b>	\$30.59	\$31.20	\$31.67	\$32.15	\$32.63
<b>9-10 Years</b>	\$31.68	\$32.31	\$32.79	\$33.28	\$33.78
<b>10-11 Years</b>	\$32.73	\$33.38	\$33.88	\$34.39	\$34.91
<b>11-12 Years</b>	\$33.13	\$33.79	\$34.30	\$34.81	\$35.33
<b>12-13 Years</b>	\$33.38	\$34.05	\$34.56	\$35.08	\$35.61

2. Flight Attendants with thirteen (13) or more years of service will receive an additional \$0.50 per hour for each year over twelve (12), up to a maximum of \$2.00 per hour.

Beginning January 1, 2017, Flight Attendants eligible for the above longevity increase will receive an additional \$0.25 per hour for each year over twelve (12) up to a maximum of \$3.00.

3. All Flight Attendants will be placed on the pay scale (“Pay Scale”) set forth in paragraph A.1. above, based on each Flight Attendant’s actual date of hire (or adjusted date of hire because of unpaid leaves of absences, etc.).
4. Effective 1/1/2016, all flight attendants on the first-year rate of pay will be compensated at a rate of \$18.95.
5. Annual increases in the wage table above will become effective on January 1 of each respective year.

## 2. INCREASE TO PER DIEM

Section 5.A will be amended as follows:

### SECTION 5 EXPENSES

#### A. Per Diem

1. Per diem expenses will apply to all pairings. A Flight Attendant will be paid at the following rate for each pairing hour while away from domicile (prorated to nearest minute) for meal expenses:



Effective	Hourly Per Diem
3/1/2016	\$1.75
1/1/2017	\$1.80
1/1/2018	\$1.85
1/1/2019	\$1.90
1/1/2020	\$1.95

2. Per diem expenses will be paid for each pairing hour (prorated to nearest minute) from the time the Flight Attendant checks in one hour (1:00) before scheduled domicile departure until fifteen minutes (:15) after block-in at her/his domicile (thirty minutes (:30) if required to clear customs). If a Flight Attendant is on temporary assignment at a different domicile other than her/his own, then per diem expenses will start at flight departure to the different domicile and end at flight arrival back at her/his domicile.

### 3. OPERATIONAL PAY CREDIT FOR READY RESERVES

Section 9.F will be amended as follows:

#### Section 9

F. At hub domiciles, Flight Attendants on reserve may be assigned to Airport Reserve at the airport up to eight hours (8:00) on each of the scheduled reserve days. The Airport Reserve may be assigned to a pairing(s) or portions of a pairing(s) scheduled to depart no later than forty-five minutes (:45) after the end of said "Airport Reserve Period" provided, however, that clean, comfortable, quiet, and secure facilities are available at the airport for the exclusive use of crewmembers on "Airport Reserve." The forty-five-minute (:45) window of assignment is illustrated in the examples at the end of this section.

1. Airport Reserve time is duty time. A Flight Attendant assigned to Airport Reserve will receive per diem from report time to release time.
2. A Flight Attendant serving an airport reserve duty period and who actually flies, shall receive credit for the greater of any time flown or the value of the day as an operational pay credit and for time-balancing purposes.
3. A Flight Attendant serving an airport reserve duty period who does not receive a flight assignment shall receive the value of the day as an operational pay credit and for time balance purposes. The minimum time balancing credit for each day shall be the value of the day.

### 4. ELIMINATION OF PROFIT SHARING

The parties agree to remove Side Letter O "Profit Sharing Plan" from the Collective Bargaining Agreement.



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## 5. AMENDMENT ROUND

The parties agree that with the ratification of this document it has replaced the process described in Side Letter T "Amendment Round". Parties further agree that pay rates in 1. above will be retroactive to 11- 01-2015 and will be paid in a lump sum payment no later than March 31, 2016 for all hours paid until such time that the pay is updated to the rates listed above. In addition, implementation of the reserve stand by pay will occur on March 1, 2016, if programming is needed, until then a manual entry will be made on the crew members HI1 for pay purposes.

IN WITNESS WHEREOF, the parties hereto have signed the Letter of Agreement on this 25th day of February 2016.

FOR ENVOY AIR, INC.

FOR THE ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA

Linda Kunz  
Vice President - Flight Service

/s/ Sara Nelson  
Sara Nelson  
International President

/s/ Chris Pappaioanou  
Chris Pappaioanou  
Vice President – Labor

Robert Barrow  
MEC President

/s/ Suzanne Balzer  
Suzanne Balzer  
AFA Staff Negotiator

/s/ John Grace  
John Grace  
Negotiations Committee

/s/ Armando Ramos  
Armando Ramos  
Negotiations Committee

/s/ Amanda Miller  
Amanda Miller  
Negotiations Committee



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**SIDELETTER – NN**

**SETTLEMENT AGREEMENT  
by and betwixt  
ENVOY AIR INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO**

Section 26.1 & 32.E.2 (CERS) AFA Grievance # 22 99 02 28 15
--

The following is offered in settlement of the pending grievance regarding the CERS system. In order to continue to provide AFA with notification of events that may impact flight attendants, the Company will notify AFA either via the CERS system or a Non-CERS Email Distribution system for the following events:

- Aircraft Accident;
- Flight Security Threat – Level 2, 3 or 4;
- Crew Incapacitation;
- Medical Emergency in flight;
- Employee Accidental Death;
- Severe Turbulence;
- Fire on board;
- Physical Assault of a Flight Attendant;
- Evacuation of an Aircraft;
- Decompression during flight;
- Passenger Illness in flight requiring medical assistance;
- Flight Attendant Injury on Duty – while in flight;
- Engine shutdown in flight;
- Hard landing;
- Near Midair Collision;
- In Flight Mechanical Failure resulting in a declared emergency.

Notification of the above listed events shall be made to AFA immediately, when practical, and no later than 24 hours after the incident/event. Notifications shall be provided by the following flight service management positions: Vice President Flight Service, Regional Managing Directors Flight Service.



Notifications to AFA will be made to the following representatives:

- MEC President
- MEC Vice President
- LEC Presidents
- MEC Safety, Health & Security Chair
- MEC EAP Chair

As we are setting up a new notification system, we propose to meet with AFA to receive feedback 30 days from the date that the system is active. In the meantime, we propose to hold the pending arbitration in abeyance and vest continuing subject matter jurisdiction of this grievance with Arbitrator Nicolau. Finally, as additional consideration for this settlement, the Company agrees to pay any cancellation fee associated with the cancellation of the hearing scheduled to begin on March 16, 2016.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 15th day of March, 2016.

For Envoy Air, Inc.

/s/ Chris Pappaioanou  
Chris Pappaioanou  
Vice President – Legal

For the Association of Flight Attendants-CWA

  
Robert Barrow  
MEC President

/s/ John Morse  
John H. Morse III, Esq.  
Senior Attorney



**SIDELETTER – OO**

LETTER OF AGREEMENT  
between  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Uniform Conversion to Cash Value

**THIS LETTER OF AGREEMENT** is made and entered into in accordance with the provisions of the Railway Labor act, as amended, by and between ENVOY AIR INC., (“the Company”), and the Flight Attendants in the service of ENVOY AIR INC. as represented by the ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO (“the Association”), with both the Company and Association referred to as “the parties.”

Beginning in 2017, Twin Hill will be the provider of the uniform replacement program under the AAG branding. This change will eliminate the use of points and move to a cash system for the yearly allotment. Section 12 and Section 20 shall be updated to the following:

**Section 12.C. Point System**

1. A Flight Attendant will be credited with a maximum of \$250.00 dollars in accordance with Section 20. of this Agreement.

Section 20.C.2. Chart will be amended as follows:

	0-349 Pay Credit Hours	350-539 Pay Credit Hours	540+ Pay Credit Hours
<u>Uniform Cash Value</u>	<u>None</u>	<b>\$125.00 Dollars</b>	<b>\$250.00 Dollars</b>

There will be a one-time addition of \$50.00 added to all Female Flight Attendants 2017 allotment. This cash allotment is meant to allow for added purchase of optional uniform pieces. This added cash allotment will be provided to all Female Flight Attendants on the seniority list as of December 31st, 2016. It is understood should AAG require a purse in a future rollout, that purse will be provided at no cost to all Female Flight Attendants. Until such time the parties agree to remove the purse from the current policy. In addition, should a Male attaché be required this will be provided at no cost to all Male Flight Attendants.



The parties agree to meet and discuss any increase made to the current set price of uniform pieces. Unless otherwise specified in this Letter of Agreement, all other provisions of the Agreement remain unchanged and in force.

Signed September 28 of 2016.

**FOR ENVOY AIR, INC.**

Linda Kunz  
VP - Flight Services

**FOR THE ASSOCIATION OF FLIGHT ATTENDANTS**

/s/ Sara Nelson

Sara Nelson  
International President

Robert Barrow  
MEC President



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## SIDELETTER – PP

LETTER OF AGREEMENT  
by and between  
ENVOY AIR, INC.  
and the FLIGHT ATTENDANTS in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Union Security and Dues Check-Off
-----------------------------------

**THIS LETTER OF AGREEMENT** is made and entered into in accordance with the provisions of the Railway Labor act, as amended, by and between ENVOY AIR (hereinafter referred to as the “Company”), and the Flight Attendants in the service of ENVOY AIR, as represented by the Association of Flight Attendants – CWA, AFL-CIO (hereinafter referred to as the “Union”).

1. The parties have mutually agreed to amend Section 23. The language contained in Section 23 as published in the tentative Agreement signed on July 26, 2012 is replaced as follows:
  - a. Agency Shop  
Each Flight Attendant covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union, shall be required to, as a condition of continued employment, beginning thirty (30) days after the effective date of this Agreement or the completion of four full months of active service, whichever is later, pay the Union each month a service charge as a contribution for the administration of this Agreement and the representation of such employee. The service charge shall be an amount equal to the Union's regular and usual monthly dues and periodic assessments, including LEC and MEC assessments, which would be required of the Flight Attendant if a member.
  - b. If a member becomes delinquent in the payment of her/his ~~initiation-fee or~~ membership dues, such member shall be notified by registered mail, return receipt requested, copy to the Company, that she/he is delinquent in the payment of ~~initiation fee or~~ membership dues as specified herein and is subject to discharge as an employee of the Company. Such letter shall also notify the employee that she/he must remit the required payment within a period of thirty (30) days or be discharged.
  - c. If, upon expiration of the thirty (30) days the employee still remains delinquent, the Union shall certify in writing to the Company, copy to the Employee, that the employee has failed to remit payment within the grace period allowed and is therefore, to be discharged. The Company shall then take proper steps to discharge such employee from the service of the Company. Such discharge shall be deemed to be for cause.



- d. Any determination under the terms of this Section shall be based solely upon the failure of the employee to pay or tender payment of ~~initiation fee or~~ membership dues, and not because of denial or termination of membership in the Union upon any other grounds.
- e. The Company agrees to deduct from the pay of each employee who voluntarily executed the agreed-upon form in "Appendix A" on or after the effective date of this Agreement, and remit (electronically) to the Union the membership dues uniformly required by the Union.
- f. When a "dues form" as specified herein is received by the payroll department on or before the first day of the month, deductions will commence with the second pay day of the month following and will continue thereafter. The Company will electronically remit to the Union payment of all dues collected as soon after the pay day as possible. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of Union dues to the Union will be accompanied by a list of names, employee numbers, and amounts deducted in that particular period. Such information shall be sent, in a mutually agreed electronic format, to the AFA Director of Membership along with an explanation of any codes used by the Company in the report.
- g. No deductions of Union dues will be made from the wages of any employee who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay. Upon return to work within the classification covered by this Agreement, whether by transfer, termination or leave without pay, or recall from furlough, deductions shall be automatically resumed. As a courtesy, when a Flight Attendant requests a Leave of Absence, the Company shall advise her/him of the obligation to continue paying dues for the first three (3) months of any such leave as well as her/his obligation to send such payments directly to the Union. The cooperation of the Company on this issue is in no way considered a liability of the Company to secure Union dues. The Union will not grieve an individual and sporadic case(s) in which the Company has inadvertently failed to provide such notice to a Flight Attendant.
- h. An employee who has executed a "dues form" and who resigns or is otherwise terminated (other than furlough) from the company, shall be deemed to have automatically revoked her/his assignment, and if she/he is re-employed, further deductions of Union dues will be made only upon receipt of a new "dues form".
- i. Collections of any back dues owed at the time of starting deductions for any employee, and collections of dues missed because an employee's earnings were not sufficient to cover the payment of dues for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions.
- j. Deductions of dues shall be made once a month provided there is a balance in the paycheck sufficient to cover the amount after all deductions authorized by the employee, or required by law, have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the



pay period which included her/his last day of work. ~~Newly hired Flight Attendants shall have the option of having the Union's initiation fees automatically deducted from their paycheck in ten (10) equal increments.~~

- k. The Union agrees that it shall indemnify the Company and save the Company harmless from any and all claims which may be made by the Flight Attendant or Flight Attendants against the Company by virtue of the wrongful application or misapplication of any of the terms of this Section.
- l. The Company will provide a means for payroll deductions for Flight Attendant political contributions. The Plan will be known as "FLIGHT-PAC" and will be administered by the Company with administrative cost being borne by the Association. Additionally, the Company will provide for payroll deductions under the same conditions for the AFA Pegasus Program that assists Flight Attendants in need.

The forms necessary for the administration of these Plans will be provided by the Association and distributed to the Flight Attendants by the Association. Payroll deductions will automatically cease if the Flight Attendant is terminated, furloughed, laid off or is not in active service with the Company.

Envoy Air

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

LINDA KUNZ                      Date  
Vice President - Flight Service

ROBERT BARROW                      Date  
President-AFA MEC

/s/ John Morse                      Date  
John Morse  
Staff Attorney



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## SIDELETTER – QQ

April 11, 2013

Robert Barrow  
MEC President  
Association of Flight Attendants, AFL-CIO  
610 South Industrial Blvd, Suite 230  
Eules, TX

Re: TTOT

Dear Mr. Barrow:

This letter will confirm our understanding that in the event, Envoy Air replaces the current Flight Attendant Trip Trade with Open Time System, Envoy Air will partner with the Association of Flight Attendants in the selection and implementation of the new system. It is understood that the Company and the Association will meet to form a committee which will have equivalent jurisdiction as the current PBS selection and implementation process.

A handwritten signature in cursive script that reads 'Linda M. Kunz'.

Linda Kunz  
Vice President Flight Services  
Envoy Air, Inc.



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## SIDELETTER – RR

November 3, 2015

Ms. Amanda Miller  
610 S. Industrial Blvd  
Suite 230  
Euless, TX 76040

**Re: MEC: Section 32. G**  
**AFA Grievance Number # 22-99-02-80-15**

Dear Amanda:

A hearing was held on October 29th regarding the above referenced grievance. After much discussion regarding a recent event, I have come to the conclusion that, unfortunately, there was a serious lack of communication between Envoy departments and local law enforcement. I want to assure you that Envoy recognizes the seriousness of Critical Incident Events and is committed to caring for all Flight Attendants involved in such incidents. We will continue to strive to provide appropriate assistance to our Flight Attendants in a timely manner.

Sincerely,

A handwritten signature in cursive script that reads 'Linda M. Kunz'.

Linda Kunz  
Vice President Flight Service

CC: Matt Bartle  
John Morse, Esq.  
Rena Clemens  
Robert Barrow



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## SIDELETTER – SS

November 4, 2015

Ms. Amanda Miller  
610 S. Industrial Blvd  
Suite 230  
Euless, TX 76040

**Re: MEC: Side Letter N and Section 8.6.a.b.  
AFA Grievance Number: 22-99-02-57-15**

Dear Amanda:

A hearing was held regarding the above referenced grievance on August 28th, 2015. A discussion was held with company members of the JPBSC. Side Letter N and provisions in 8.6.a.b. were reviewed. The importance of joint communications and acceptance of AFA input was stressed. Company committee members have committed to enhance communications with AFA committee members. If you have any further questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads 'Linda M. Kunz'.

Linda Kunz  
Vice President Flight Service

cc: Matt Bartle  
Richard Wrede, Esq.  
Renaë Clemens



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## SIDELETTER – TT

November 4, 2015

Ms. Amanda Miller  
610 S. Industrial Blvd  
Suite 230  
Euless, TX 76040

**Re: MEC: Section 8.T.1.c**  
**AFA Grievance Number # 22-99-02-59-15**

Dear Amanda:

A hearing was held regarding the above referenced grievance on August 28th, 2015. A discussion was held with the Director of Crew Planning outlining the provisions in Section 8.T.1.c. of the Collective Bargaining Agreement. The crew planning department has recommitted to following those provisions.

Sincerely,

Linda Kunz  
Vice President Flight Service

cc: Matt Bartle  
John Morse  
Rena Clemens



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**SIDELETTER – UU**

LETTER OF AGREEMENT  
between  
ENVOY AIR INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

PBS "Make Whole" Provision
----------------------------

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor act, as amended, betwixt and between ENVOY AIR INC. (hereinafter referred to as the "Company"), and the Flight Attendants in the service of ENVOY AIR INC. as represented by the Association of Flight Attendants–CWA, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS the Company and the Union have reached consensual agreement upon a Collective Bargaining Agreement (hereinafter referred to as the "Agreement");

NOW THEREFORE, the parties agree as follows:

- A. It is understood that, upon implementation of the Preferential Bidding System (PBS), Flight Attendants who, through no fault of their own, are incorrectly awarded a line of flying or a line of Reserve availability, or who receive no line award at all due to human error by the PBS administrators or due to a system malfunction or erroneous setting, will be 'made whole' through:
  1. Adding any pairings available in open time to their monthly schedule, according to their preferences and respecting their seniority. To the extent that sufficient pairings do not exist to build a full line, a Flight Attendant will be fully pay protected in accordance with Section 4 of this Agreement. Such pay and credit will be applied to a Flight Attendant's benefits calculation as found in Section 20 of the Agreement.
  2. Determination of a PBS non-award will be made solely by the Joint PBS Committee.
  3. This Side Letter shall be in effect through the next (6) PBS bid cycles starting with February 2016, and ending with the July 2016 bid cycle and shall expire on July 31st, 2016. Either party may reactive the provisions contained within the side letter upon mutual agreement prior to July 31st, 2016.



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IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 31st day of January 2016.

For Envoy Air Inc.

Linda Kunz  
Vice President – Flight Service

For the Association of Flight Attendants – CWA

Robert Barrow  
MEC President

/s/ John Morse

John Morse  
Staff Attorney



LETTER OF AGREEMENT  
between  
ENVOY AIR, INC.  
and the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

PBS "Make Whole" Provision Agreement to Extend Duration

The parties agree to extend the duration of the "PBS Make Whole Provision" Letter of Agreement dated 31st January to remain valid through the 30th of June 2017.

AGREED

ENVOY AIR

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

LINDA KUNZ      DATE  
Vice-President – Flight Service

ROBERT BARROW      DATE  
MEC President



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**SIDELETTER – VV**

SETTLEMENT AGREEMENT  
by and between  
**ENVOY AIR, INC.**  
and the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

AFA Grievance # 22-99-2-22-12

The parties have met and agree to resolve the above-referenced grievance, as follows:

1. A Flight Attendant who suffers an injury on duty will be placed on an IOD leave of absence.
2. The Company will not consider an IOD Leave (in accordance with Section 35. F.2.) to be simultaneous with a Medical Leave of Absence (in accordance with Section 18.D.), should the Flight Attendant be placed on a Medical Leave of Absence during or immediately after her/his IOD Leave of Absence.
3. While this settlement is entered on a non-precedent, non-referral basis, it is understood that in the future if a Flight Attendant on an IOD leave reaches maximum medical improvement of five years duration on IOD leave (whichever occurs first) but cannot obtain an unrestricted clearance to return to work, such incident will be examined on a case by case basis. It is anticipated that such incident will be processed in accordance with the settlement outlined in this document.

**AGREED**

Envoy Air, Inc.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

/s/ Amanda Miller

LINDA KUNZ                      Date  
Vice President-Flight Service

Amanda Miller                      Date  
Chair-MEC Grievance Committee



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**SIDELETTER – WW**

SETTLEMENT AGREEMENT  
by and betwixt  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO

Distance Learning/Computer Based Training (CBT) Pay  
AFA Grievance # 22 99 03 32 15

Envoy Air Inc (the Company) and the Association of Flight Attendants-CWA, AFL-CIO (the Union) have met and agreed to resolve the above referenced grievance as follows:

1. The parties agree that, from this date forward, any and all CBT pay (Section 19.N.2) will be paid above minimum guarantee (Section 4. B).

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 31st day of July, 2015.

For Envoy Air Inc.

For the Association of Flight Attendants – CWA

Linda Kunz  
Vice President - Flight Service

\_\_\_\_\_  
Sara Nelson  
International President

Robert Barrow  
MEC President

\_\_\_\_\_  
Richard P. Wrede  
Senior Attorney



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**SIDELETTER – XX**

SETTLEMENT AGREEMENT  
by and between  
ENVOY AIR, INC.  
and the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

AFA Grievance # 22-58-2-17-13

In full and final settlement of the above-referenced grievance, the parties agree to the following:

In conformity with Section 19. H.1. of the Collective Bargaining Agreement, if a commuting Flight Attendant misses her/his last flight from the training to the airport of residence on a calendar day due to an activity or action inspired or caused by the Company, the Flight Attendant will be provided hotel accommodation for that night.

AGREED:

ENVOY AIR, INC.

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

LINDA KUNZ                      Date  
Vice President-Flight Service

ROBERT BARROW                      Date  
MEC President



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**SIDELETTER – YY**

SETTLEMENT AGREEMENT  
by and between  
ENVOY AIR, INC.  
and the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Late Reserve Assignments  
AFA Grievance # 22-59-2-74-14  
AFA Grievance # 22-52-2-79-14

The parties have met and agree to resolve the above-referenced grievances as follows:

1. The parties acknowledge that notwithstanding the requirements of 9.C.4. of the Collective Bargaining Agreement, from time to time Crew Scheduling does not assign all known Airport Reserve Periods, RAPs and Open Time Pairings scheduled to depart the next day by 1800 Central Time (CT). When this happens, affected Flight Attendants will be compensated according to the following parameters.
2. If the assignments are made between 1801 and 1815, the affected Flight Attendants will be paid Thirty (30) minutes of flight pay at the rate they would earn on the affected day. These monies will be paid above guarantee.
3. If the assignments are made at 1816 or later, the Flight Attendants will be paid One (1) Hour of flight pay at the rate they would earn on the affected day. These monies will be paid above guarantee.
4. Notwithstanding that this settlement is entered to resolve grievances arising from the Miami and Dallas Flight Attendant domiciles, it is understood that this Agreement will apply with equal force to all Envoy Flight Attendants without regard to their domicile.
5. In consideration for this settlement, the Association agrees to withdraw these grievances, with prejudice.

AGREED:

ENVOY AIR, INC.

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

LINDA KUNZ                      Date  
Vice President-Flight Service

ROBERT BARROW                      Date  
MEC President



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## SIDELETTER – ZZ

September 30, 2014

Amanda Miller  
Association of Flight Attendants  
610 S. Industrial Blvd., Suite 230  
Euless TX, 76040

Re: Side Letter N Implementation of PBS  
Grievance # 22-99-02-61-14

Dear Amanda,

The above referenced grievance was received by this office on September 26th, 2014. As discussed this morning, Envoy is committed to consulting with the AFA JPBSC on all significant matters regarding PBS and future enhancements prior to making decisions for implementation.

A handwritten signature in cursive script that reads 'Linda M. Kunz'.

Linda Kunz  
Vice President Flight Service

cc: Matt Bartle  
Richard Wrede, Esq. – AFA Legal Department  
Debbie Lynch – AFA Legal Department



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## SIDELETTER AAA

October 23, 2017

Ms. Amanda Miller  
610 S. Industrial Blvd.  
Suite 230  
Euless TX, 76040

**Re: MEC: Probation and Seniority  
Section 13.A and Section 14.A.2  
AFA Grievance Number: 22-99-02-34-17**

Dear Amanda:

A hearing regarding the above grievance was held on October 12th. After a lengthy discussion concerning probation and occupational dates, it has been decided that beginning with class 1717, the occupational date listed for all flight attendants will be the date of graduation, or when they actually complete the FAA required Flight Attendant training program. Probation, as it is today, will be based on their occupational seniority date. I believe that this action should eliminate confusion among the flight attendants.

Sincerely,

A handwritten signature in cursive script that reads 'Linda M. Kunz'.

Linda Kunz  
Vice President Flight Service

cc: Matt Bartle  
John Morse, Esq.  
Rena Clemens  
Robert Barrow



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## SIDELETTER – BBB

### SETTLEMENT AGREEMENT

Between

ENVOY AIR, INC.

and the

Flight Attendants

As represented by

The ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

AFA Grievance # 22-99-02-17-17 (Medical Leave Recertification)
--

As settlement of the above-referenced grievance, Envoy Air, Inc. (“Company”) agrees to the following modifications to the Company’s current medical leave recertification practice as it applies to the Company’s Flight Attendants, as represented by the Association of Flight Attendants – CWA, AFL-CIO (“Union”). This settlement shall have no effect on the Company’s medical leave recertification process for any employees other than its Flight Attendants. In addition, nothing in this settlement shall affect the Company’s rights under Section 11.D of the Collective Bargaining Agreement.

A. For diagnoses of a non-terminal nature:

1. If the doctor’s note provided by the Flight Attendant does not contain an anticipated duration for the leave, the Company may require recertification every ninety (90) calendar days.
2. If the doctor’s note provided by the Flight Attendant has an initial anticipated duration of less than one hundred eighty (180) calendar days, the Company may not require recertification unless the anticipated duration is later extended beyond one hundred eighty (180) calendar days, in which case paragraph 3, below, shall apply.
3. If the doctor’s note provided by the Flight Attendant has an initial anticipated duration of more than one hundred eighty (180) calendar days, the Company may require recertification after one hundred eighty (180) calendar days and every six (6) months thereafter.

B. For diagnoses of a terminal nature:

1. In the event that a physician diagnoses a Flight Attendant as having a disease that the doctor believes is terminal, the Flight Attendant shall not have to provide any subsequent recertification, unless the Flight Attendant is subsequently able to return to work.



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FOR ENVOY AIR, INC.

FOR THE ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

/s/ Chris Pappaiaonou

Chris Pappaiaonou  
Vice President – Legal

*Robert Barrow* April 23, 2018

ROBERT BARROW                      Date  
MEC President



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## SIDELETTER – CCC

LETTER OF AGREEMENT  
between  
ENVOY AIR, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR INC.,  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Monthly Special Assignment
----------------------------

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between ENVOY AIR INC., (“the Company”) and the Flight Attendants in the service of ENVOY AIR INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO (“the Association”), with both the Company and Association referred to as “the parties”.

The following will set forth the compensation structure of Flight Attendants performing Special Assignment duties under the terms of the Flight Attendant Agreement:

1. This Letter of Agreement shall apply to Flight Attendants scheduled to serve in a Special Assignment capacity for a contractual bid month. The Manager of the department shall determine such duties and work schedule.
2. Flight Attendants covered under this Letter of Agreement shall be removed from monthly bidding in the Navtech Preferential Bidding System (“PBS”) during the affected month(s) as INACTIVE. Those who will return to active status must inform the Administrative Manager by the 8th of the month for the following contractual bid month. A Flight Attendant on Special Assignment duties may elect to have PBS determine their hours for pay purposes. Those who elect PBS to determine their hours will not have the ability to protest their award except in the case of computer system error.
3. Flight Attendants performing Special Assignment duties on an intermittent basis are not covered under this Letter of Agreement and shall continue to be compensated as outlined under Section 4.I of the Agreement.



4. Flight Attendants covered under this Letter of Agreement shall be paid at their hourly rate of pay as outlined under Section 4.A. of the Agreement.
5. The numbers of hours and amount of per diem to be paid to Flight Attendants covered under this Letter of Agreement shall be based on their Occupational Seniority in accordance with the chart below.

<b>Occupational Seniority</b>	<b>Hours of Pay</b>	<b>Hours of Per Diem</b>
0 - 5 Years	90 Hours	275
6 - 10 Years	95 Hours	275
11 - 15 Years	100 Hours	300
16 - 20 Years	105 Hours	300
21 + Years	110 Hours	350

6. Compensation, as set forth above, shall be considered as “pay protected” in the event a Flight Attendant shall be absent from Special Duty due to vacation, training, paid sick or other absence that would otherwise be credited towards a monthly guarantee for a Flight Attendant holding a line of flying or on reserve.
7. Flight Attendants covered under this Letter of Agreement shall see their compensation reduced by 3:45 hours per day of an absence without credit toward a monthly guarantee (such as unpaid sick, Move Days, Unauthorized Absence, etc.) for a Flight Attendant holding a line of flying or on reserve.
8. Flight Attendants covered under this Letter of Agreement shall have the ability to request and fly hours of Open Time. Such hours flown shall be paid in addition to hours earned while serving in a Special Assignment capacity.
9. Flight Attendants covered under this Letter of Agreement shall be subject to the Attendance Control Policy. Consecutive days missed under the policy shall count as (1) point just as though a Flight Attendant holding a line of flying or on reserve had called out sick for more than one consecutive duty period for less than (14) days. Flight Attendants covered under this Letter of Agreement shall be granted the opportunity to reduce (2) point occurrences (such as absences extending beyond (14) days or occurring during critical periods) to (1) point with a note from a doctor.



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IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this  
13th day of March 2018.

For The Association  
AFA – CWA, AFL-CIO

For The  
Company

*Robert Barrow*

*Linda M. Kunz*

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Robert Barrow, MEC President

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Linda Kunz - VP, Flight Service



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## SIDELETTER – DDD

August 22, 2017

Robert Barrow  
Association of Flight Attendants – CWA, AFL-CIO  
610 S. Industrial Blvd.  
Suite 230  
Eules, TX 76040

Dear Robert,

This letter is to confirm our phone conversation from several weeks ago, that the intent of the newly implemented badge scanning verification system is not for tracking the time that flight attendants check in at the gate, for performance purposes. The purpose of this new policy is to streamline our gate check-in process along with American, which alleviates the need for gate agents to manually check each flight attendant's ID and verify against the NS list.

Sincerely,

Linda Kunz  
Vice President, Flight Service  
Envoy Air



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## SIDELETTER – EEE

LETTER OF AGREEMENT  
between  
ENVOY AIR INC.,  
and the  
FLIGHT ATTENDANTS  
in the service of  
ENVOY AIR INC.,  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Sick Bank Payout LOA
----------------------

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between ENVOY AIR INC., (“the Company”) and the Flight Attendants in the service of ENVOY AIR INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO (“the Association”), with both the Company and Association referred to as “the parties.”

WHEREAS, the parties acknowledge a mutual desire to reward Flight Attendants who manage their attendance well by allowing them to receive an annual Sick Bank Payout.

NOW THEREFORE, the parties agree to:

### **A. SICK BANK PAYOUT**

Paragraph 11.K will be added as follows:

When a Flight Attendant anticipates that her/his sick bank will reach three hundred (300) hours, she/he may request to be paid a portion equal to twenty-five percent (25%) of her/his sick bank. Such request may be made up to ninety (90) days in advance of her/his sick bank reaching three hundred (300) hours. Once requested, upon her/his sick bank actually reaching three hundred (300) hours, twenty-five percent (25%) of the hours in her/his sick bank will be removed from the sick bank balance, and such hours will be paid at the Flight Attendant’s rate of pay on the date of such transaction.

1. In order to be eligible for such payout, the Flight Attendant must have perfect attendance for the six (6) months leading up to the date of the transaction.
2. If a Flight Attendant calls in sick or otherwise accrues an attendance point after such payout request is made and before the sick bank payout occurs, such transaction will be automatically cancelled.



---

A Flight Attendant whose transaction is cancelled will be eligible again to request a Sick Bank Payout once she/he establishes both six (6) months without accruing an attendance point and once her/his sick bank reaches three hundred (300) hours.

IN WITNESS WHEREOF, the parties have signed this Agreement this 18th day of Jan. 2018.

FOR THE  
ASSOCIATION OF FLIGHT ATTENDANTS –  
CWA, AFL-CIO

FOR  
THE COMPANY

*Robert Barrow*

*Linda M. Kunz*

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Robert Barrow  
President

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Linda Kunz  
Vice President – Inflight Services



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## APPENDIX DOCUMENTS

**Appendix A:** Section 23 - **Union Dues Check Off Form**

**Appendix B:** Expedited Arbitration Award Form

**Appendix C:** Envoy Air, Flight Attendant Master Seniority List



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APPENDIX A



ASSOCIATION OF FLIGHT ATTENDANTS -CWA AFL-CIO  
ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF ASSOCIATION DUES

TO: ENVOY AIR INC.

I, \_\_\_\_\_ hereby authorize and direct  
*(Please Print Name)*

ENVOY AIR INC. to deduct from my earnings, the standard monthly membership Union Dues (or such standard monthly membership dues as may hereafter be established by the Union), service charges, fees, and assessments. Such amount so deducted is hereby assigned to the Association of Flight Attendants-CWA, subject to all of the terms and conditions of the Railway Labor Act, as amended, and the provisions of the applicable collective bargaining agreement. I agree that this authorization shall be irrevocable for a period of one year from the date of execution and thereafter may only be revoked by sending written notice to the International Secretary-Treasurer of the Association of Flight Attendants via certified mail, return receipt requested. Dues deductions will then cease within 60 days of the receipt of the revocation by the International Secretary-Treasurer.

\_\_\_\_\_

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

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

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

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

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

Please complete and return to:

ASSOCIATION OF FLIGHT ATTENDANTS -CWA, AFA-CIO  
501 Third Street, N.W. Washington, D.C. 20001-2797

Section 23.A

**\*\*Dues, contributions or gifts to the Association of Flight Attendants are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Association of Flight Attendants, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.**

Agency Shop Each Flight Attendant covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union, shall be required to, as a condition of continued employment, within sixty days following the beginning of her/his employment or as provided for the Union's Constitution, whichever is later, pay the Union each month a service charge as a contribution for the administration of this Agreement and the representation of such employee. The service charge shall be an amount equal to the Union's regular and usual monthly dues and periodic assessments, including LEC and MEC assessments, which would be required of the Flight Attendant if a member.

**Note: This form may be used by non-members for monthly service charge deductions. Please print name and address below.**

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, & Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_



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## APPENDIX B

ENVOY AIR, INC.  
and  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

<p>FLIGHT ATTENDANTS SYSTEM BOARD OF ADJUSTMENT EXPEDITED ARBITRATION AWARD FORM</p>
--

AFA Grievance Number:

\_\_\_\_\_

Grievance sustained in full.

\_\_\_\_\_

Grievance denied in full.

\_\_\_\_\_

Grievance sustained in part, denied in part.

Explanation:

\_\_\_\_\_

Chair

\_\_\_\_\_

Date

\_\_\_\_\_

Carrier Appointee

\_\_\_\_\_

Date

\_\_\_\_\_

Union Appointee

\_\_\_\_\_

Date



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## APPENDIX C

### Flight Attendant Seniority List – January 2019

Seniority	Last Name	First Name	Base
1	Villarreal	Darlene	DFW
2	Ames	Julie	DFW
3	Bergner	Suzanne	MIA
4	Moore	Steven	ORD
5	White	Karin	ORD
6	Kouris	Tammy	ORD
7	Witcher	James	DFW
8	Demichele	Tammy	ORD
9	Buie	Roxanne	DFW
10	Hardin	Anthony	DFW
11	Chandler	Jaren	DFW
12	Keeney	Susan	ORD
13	Edwards	Marcia	ORD
14	Aspan	Tamila	ORD
15	Morrone	Cynthia	DFW
16	Mason	Pamela	DFW
17	Kerr	Beverly Anne	LGA
18	Vieceli	Janet	ORD
19	Melville	Francie	ORD
20	Hastings	Gena	DFW
21	Salinas	Margarita	ORD
22	Thornton-Jones	Tracey	ORD
23	Colon Toledo	Elizabeth	DFW
24	Sutor	Debora	ORD
25	Sanjurjo-Torres	Robin	ORD
26	Xanders	Bettyanne	DFW
27	Moses	Carolyn	DFW
28	Lane	Diana	DFW
29	Giordano	Roxann	LGA
30	Meyers	Dannielle	DFW
31	Neill	Janet	DFW
32	Sharkus	Shanon	ORD
33	Blanco	Nellie Jo	DFW
34	Matos	Silvia	MIA
35	Ballet Castillo	Waleska	MIA
36	Baird	William	ORD
37	Easterwood	C	DFW
38	Heminger	Kim	ORD
39	Lopez Lugo	Brenda	MIA
40	Bees	Therese	ORD
41	Soyka	Mirtha	MIA
42	Alfano	Karen	LGA



43	Trovato	Carl	MIA
44	Kostakis	Susan	DFW
45	Buonadonna	Patricia	ORD
46	Eggebrecht	Maria	ORD
47	Judkins	Jullianna	DFW
48	Fraley	Carol	DFW
49	Bruder	Stacy	ORD
50	Figueroa	Miguel	DFW
51	Broughton	Petra	DFW
52	Kallander	Sara	DFW
53	Mundy	Kimberly	MIA
54	Kelley	Hedwig	DFW
55	Mccooy	Karen	MIA
56	Harpaul	Karen	MIA
57	Perkins	Ana	MIA
58	Wolovnik	Carol	ORD
59	Grace	John	DFW
60	Hunter	Nancy	DFW
61	Conroy	Denise	ORD
62	Binkley	Michelle	MIA
63	Bennett	Sandra	ORD
64	Simmons	Joyce	ORD
65	Colon Pena	Belinda	ORD
66	Hawk	Robin	DFW
67	Davis	Vanessa	DFW
68	Callender	Cynthia	DFW
69	Lembke-Garrett	Cynthia	ORD
70	Kiernan	Sheri	DFW
71	Jette	Douglass	DFW
72	Brognna Omara	Kristina	LGA
73	Tennis	Glenn	DFW
74	Pacewicz	Heather	DFW
75	Vonruden	Annette	ORD
76	Morales	Yvonne	MIA
77	Cartagena	Marisol	ORD
78	Hernandez Santiago	Sandra	DFW
79	Ramos	Armando	DFW
80	Snyder	Lisa	DFW
81	Araujo	Brandi	DFW
82	Blasingame	Donna	DFW
83	Schwestka	Michelle	DFW
84	Murrie	Monica	DFW
85	Fricke	Scott	DFW



86	Chavez	Kathy	DFW
87	Siqueiros	Lisa	DFW
88	Bellamy	Paula	DFW
89	Jones	Patricia	DFW
90	Samuels	Melinda	DFW
91	Rohey	Aziza	DFW
92	Bradley	Monica	DFW
93	Eisenstein	Bette	ORD
94	Ayala	Pablo	ORD
95	Coleman	Carol	ORD
96	Espeland	Laurette	ORD
97	Ramirez	Yasmine	DFW
98	Palacios	Rebecca	MIA
99	Cisneros	Alberto	DFW
100	Wagner	Elaine	DFW
101	Melton	Sondra	DFW
102	Joseph	Neeltje	DFW
103	Johnson	Caron	DFW
104	Manuel	Ronald	DFW
105	Wells	Amy	DFW
106	Smith	Jeffrey	DFW
107	Benshoof	Tiffany	DFW
108	Slayton	Michele	ORD
109	Husbands	Michael	ORD
110	Taylor	Amy	ORD
111	Tran	Nghia	DFW
112	Cervantes	Estela	DFW
113	Lamacchia	Julie	ORD
114	Cooke	Lynn	DFW
115	Klajbor	Kathleen	DFW
116	Barrera Jr	Pete	ORD
117	Hernandez	Jennifer	DFW
118	Mckee	Nicole	DFW
119	Anzueta Torres	Marisol	DFW
120	Robles	Gary	DFW
121	Longhofer	Jennifer	ORD
122	Ilg	Jeanine	ORD
123	Melendez	Mayrim	DFW
124	Flores De Ruvalcaba	Olivia	DFW
125	Lusk	Julie	DFW
126	Longmore	Sandra	DFW
127	Lucco	Marianne	ORD
128	Phillips	Patricia	DFW



129	Osborne	Michael	DFW
130	Reyes	Yajaira	ORD
131	Corzo	Jose	DFW
132	Mennie	Linda	DFW
133	Grandell	Bettye	DFW
134	Jones	Jerry	DFW
135	Cordero	Art	DFW
136	Rosario	Angela	ORD
137	Henderson	Cressandra	DFW
138	Beiler	Cybill	DFW
139	Scott	James	DFW
140	John	Pamela	DFW
141	Gonzalez	Rafael	ORD
142	Rose	Eric	DFW
143	Addkison	Jeanne	DFW
144	Day	Terry	DFW
145	Mixon	Christina	DFW
146	Baran	Vivian	DFW
147	Enochs	Linda	ORD
148	Robinson	Julian	DFW
149	Bruhmueller	Linda	DFW
150	Herrmann	Marsha	DFW
151	Burneo	Jose	DFW
152	Hendricks	Jean	DFW
153	Holland	Darin	DFW
154	Tompkins	Rasean	DFW
155	Flores	Dermaly	MIA
156	Hill	Michelle	LGA
157	Shands	Mary	DFW
158	Bache	Maresa	DFW
159	McGinnis	Amie	DFW
160	Vitanza	Toni	DFW
161	Terekhov	Rosemarie	DFW
162	Neighbors	Michael	DFW
163	Krause	Sherri	DFW
164	Ziemann	Coralie	MIA
165	Monteiro	Dianne	DFW
166	Warminski	Elizabeth	LGA
167	Roman	Aida	ORD
168	Davis	Laviccia	ORD
169	Philemon	Angela	DFW
170	Araneta	Luisito	DFW
171	Zimmer	Jill	DFW



172	Melendez	Zulma	DFW
173	Bidwell	Carol	ORD
174	Woods	Mary	ORD
175	Atkins Jr	David	DFW
176	McDonald-Ilori	Audrey	LGA
177	Wilson-Moore	Shawna	DFW
178	Dela Torre	Bobby	DFW
179	Eliacin	Bernadette	MIA
180	Hutchinson	Michelle	LGA
181	Alexander	James	DFW
182	Merritt	Beverly	DFW
183	Seow	Sheryl	MIA
184	Donnell	Cynthia	MIA
185	Noraky	Chanthasone	DFW
186	Aviles	Alisia	DFW
187	Lewis Young	Tiequela	DFW
188	Cagle	Kathy	DFW
189	Rodriguez	Nancy	ORD
190	Lopata	Heath	DFW
191	Santana	Deborah	MIA
192	Anderson	Ann Marie	MIA
193	Gilhooley	Megan	LGA
194	Leitch	Odessa	LGA
195	Narvaez	Michelle	DFW
196	Grace	Marianela	DFW
197	Walker	Maria	ORD
198	Estrada	Marilyn	DFW
199	Figueroa	Arlene	LGA
200	Rosado Pellot	Mayra	DFW
201	Engel	Michelle	MIA
202	Rivera Matias	Ramon	ORD
203	Roberts	Julia	ORD
204	Laughlin	Michelle	DFW
205	Pemberton	Kimmie	ORD
206	Drakes	Samantha	MIA
207	Jobity	Nicole	LGA
208	Cifuentes	Silvia	DFW
209	Freytes	Elba	MIA
210	Wachholz	Carol	DFW
211	Mcaleer	James	DFW
212	Alexander	Tehera	DFW
213	Cruz	Magda	MIA
214	Jackson	Mary	LGA



215	Khodra	Dalia	ORD
216	Montes Diaz	Jose	ORD
217	Ito	Maria	ORD
218	Hernandez	Sonya	ORD
219	Van Lierop	Teresa	ORD
220	Shelton	Kenyatta	ORD
221	Miller	Amanda	DFW
222	Amar Selano	Rachel	MIA
223	Vazquez	Carmen	DFW
224	Laboy	Jose	DFW
225	Berkeley	Diane	DFW
226	Santiago	Luz	DFW
227	Rodriguez	Ernesto	ORD
228	Clark	Darlene	DFW
229	Nembhard	Grace	DFW
230	Mullens	Laura	DFW
231	Wang	Sandra	DFW
232	Colon	Maritza	DFW
233	Sanchez	Neshmaida	MIA
234	Hudson	Diane	DFW
235	Austin	Jane	DFW
236	Aponte	Virmarie	LGA
237	Dunkley	Lorna	LGA
238	Ogbondah	Ebere	DFW
239	Torres Bonilla	Hilda	ORD
240	Barrow	Robert	DFW
241	Sanchez Cardona	Gineska	DFW
242	Christopher	Julie	DFW
243	Sarandis	Maviael	DFW
244	Austin	Jill	DFW
245	Jin	Hua	DFW
246	Rios Sanchez	Paula	MIA
247	Warren	Joyce	ORD
248	Holman	Alodia	MIA
249	Martinez	Rachell	DFW
250	Berg	Diana	DFW
251	Llamas	Carmen Maria	DFW
252	Wrightson	Cynthia	DFW
253	Thompson	Besty	DFW
254	Gonzalez	Natalia	LGA
255	Cobos	Rachel	DFW
256	Mackenzie	Kristina	ORD
257	Ayala	Elizabeth	DFW



258	Cousineau	Jim	ORD
259	Ayala	Johana	DFW
260	Arroyave	Myriam	MIA
261	Harpster	Barbara	MIA
262	Fernandez	Jean Marie	ORD
263	Valentine	Robert	ORD
264	Matos	Luis	ORD
265	Rodriguez	Ruth	ORD
266	Lierman	Saurie	ORD
267	Cordero	Cristina	LGA
268	Lakhsassi	Hamid	DFW
269	Song	Elba	DFW
270	Frank	Kimi	MIA
271	Melendez	Gladys	DFW
272	Perez Esteras	Maria	DFW
273	McWilliams	Sharon	ORD
274	Maldonado	Lizzie	DFW
275	Sterling	Cindy	LGA
276	Gray	Cynthia	MIA
277	Haney	Parisice	ORD
278	Visgalio	Kathy	DFW
279	Folkers	Douglas	ORD
280	Brambilla	Veronica	DFW
281	Vickery Olsen	Lupita	DFW
282	Ivey	Clarence	MIA
283	Metidieri	John	DFW
284	Zalewski	Paula	DFW
285	Dieguez	Luis	MIA
286	Adamson	Pamela	DFW
287	Espinosa	Lieu	DFW
288	Spears	Georgia	DFW
289	Norman	Mary	DFW
290	Rodrigues	Julieta	ORD
291	Swangler	Dawn	DFW
292	Prince	Isis	MIA
293	Kowatch	Alison	DFW
294	Cunningham	Yvonne	DFW
295	Delaney	Tammie	ORD
296	Robinson	Maximillian	ORD
297	Vien	Asia	DFW
298	Wiebe	Norma	MIA
299	Summerlin	Dale	DFW
300	Baldwin	Deborah	MIA



301	Newmark	Bryan	ORD
302	Leroux Samalot	Beatriz	LGA
303	Vane	Ann	ORD
304	Meehan	Joyce	ORD
305	Richter	Heather	DFW
306	Heindorf	Kevin	ORD
307	Toledo Rivera	Jacqueline	LGA
308	Beltran	Angel	LGA
309	Adams	Terilynn	ORD
310	Jones	Tara	DFW
311	Cabanting	Andre	DFW
312	Wallace	Rachelle	DFW
313	Smith	Teresa	DFW
314	Hunt Dorsey	Jacqueline	ORD
315	Hill	Sandra	DFW
316	Menesale	Kristen	ORD
317	Harding	Cynthia	ORD
318	Cruz	Hector	LGA
319	Vasquez	John	ORD
320	Tovar	Felipe	DFW
321	Payne	Catherine	DFW
322	Helus	Shelba	DFW
323	Vane	Ellen	ORD
324	Truss	Teri	ORD
325	Aguilera	John	DFW
326	Pagoulatos	Jerry	ORD
327	Oglesby	Angelyn	LGA
328	Mccarthy	Maira	DFW
329	Bostic Holland	Akin	ORD
330	Beal	Bruce	ORD
331	Moreno Kershner	John	DFW
332	Adams	Ethel	ORD
333	Hao	Marisol	MIA
334	Caban	Miguel	MIA
335	Pagan	Adieren	ORD
336	Fidalgo	Juan Carlos	ORD
337	Sotelo-Morales	Jacqueline	DFW
338	Shirey	Elise	DFW
339	Tavaglione	Nicole	DFW
340	Garcia	Galo	MIA
341	Palmer	Sherine	MIA
342	Yanes	Jesus	DFW
343	Gonzalez	Cesar	DFW



344	Anton	Patrick	ORD
345	Oldacre	Varonie	MIA
346	Dejesus-Rivera	Sandra	LGA
347	Corliss	Albert	ORD
348	Arloro	Renato	LGA
349	Pineault	Melissa	ORD
350	Abdou	Nagi	DFW
351	Byrne	Cherise	DFW
352	Paiva	Liliana	LGA
353	Antonio	Agnes	ORD
354	Queenan	Jaclyn	ORD
355	Thompson	Brenda	LGA
356	Macgillivray	Virginia	ORD
357	Platts	Kelly	ORD
358	Lynch	Terry-Ann	DFW
359	Lopes	Francisco	LGA
360	Battung	Domingo	ORD
361	Ayala Gonzalez	Sheyla	DFW
362	Dye	Dianna	ORD
363	Brokaw	Dawn	DFW
364	Minnich	Judith	ORD
365	Kunz	Linda	DFW
366	Robichaud	Kazia	LGA
367	Nguyen	Melanie	DFW
368	Harris	Sharon	ORD
369	Raley	Carlyn	DFW
370	Brown-Atkins	Jesse	ORD
371	Santiago	Jamir	DFW
372	Calderon	Wanda	LGA
373	Pizarro	Valerie	ORD
374	Rivera	Tamar	DFW
375	Nia	Farid	DFW
376	Massie	Jacqueline	MIA
377	Torres	Julio	ORD
378	Fuentes Rosario	Maria Del Pilar	MIA
379	Torres	Lydia	ORD
380	King	Lorna	ORD
381	Hernandez	Lilia	DFW
382	Passarella	Vickie	ORD
383	Gillespie	Tommy	DFW
384	Murphy	Magdalena	ORD
385	Scott	Mark	DFW
386	Macauley	Alessandra	ORD



387	Gurke	Shandy	DFW
388	Cavender	Lindsey	DFW
389	Barizo	Jerry	ORD
390	McGovern	Brian	MIA
391	Clarkson	Richard	DFW
392	Keller	Judy	ORD
393	Dennison	Julianne	MIA
394	Boyd	Charita	DFW
395	Mcknight	Debra	ORD
396	Jackson	Jerol	DFW
397	Gage	Linda	DFW
398	Mclauchlin	Judy	DFW
399	Taylor	Brigid	DFW
400	Salvador	Bernabe	ORD
401	Castelan	Luis	DFW
402	Niehaus	Vivienne	ORD
403	Brahm	Roger	ORD
404	Peditto	Carla	ORD
405	Chilelli	Maritza	MIA
406	Strottner	Christina	ORD
407	Victoria	Betsaida	ORD
408	Fisher	Pamela	ORD
409	Welch	Kevin	ORD
410	Cherry	Rebecca	ORD
411	Kern	Theresa	ORD
412	Duverge	Barbara	LGA
413	Ellis	Kimberly	DFW
414	Spillman	Shane	ORD
415	Marin	Delmy	DFW
416	Stowe	Jayne	ORD
417	Orozco	Jon	DFW
418	Skrelja	Peter	DFW
419	Oliverio	Sam	ORD
420	Ikeda	Ann	ORD
421	Banmiller	Abigail	DFW
422	Jordan	Lillmer	DFW
423	Guest	Corin	LGA
424	Dacunha	Vilmar	DFW
425	Thorn	Wendy	ORD
426	Garcia	Oswaldo	MIA
427	Schulte	Lance	ORD
428	Eller	Lisa D	DFW
429	Burgos	Ernesto	DFW



430	Orozco	Erika	ORD
431	Morales	Maria	ORD
432	Martinez	Donny	ORD
433	Quatromoni	Jane	MIA
434	Petrosie	Preston	DFW
435	Boughton	Lynnette	DFW
436	Gonzalez	Gloria	LGA
437	Moss	Maria Isabel	ORD
438	Mckelvey	Waltraud	DFW
439	Glaser	Patricia	DFW
440	Mueller	Glenn	DFW
441	Diaz	Jaymi	ORD
442	Campoverde	Juan	LGA
443	Corona	Christopher	DFW
444	Curi	Maria	MIA
445	Aponte-Falcon	Fernando	MIA
446	Brown	Muhammad	ORD
447	Vargas Reyes	Juan	DFW
448	Santago Madero	Olivo	DFW
449	Hanes	Cathy	DFW
450	Applehans	Karen	DFW
451	Hardy	Kari Lyn	ORD
452	Segerlind	Alexis	DFW
453	Knutson	Regina	DFW
454	Reynolds	Rebecca	DFW
455	Brooks	Jill	LGA
456	Buchanan	Star	DFW
457	Fallen	Terry	ORD
458	Defreitas	Ainka	LGA
459	Leake	Kathleen	ORD
460	Edens Jr.	Jack	MIA
461	Robinson	Sharon	ORD
462	Fullhart	Sharon	DFW
463	Jones	Keith	DFW
464	Halbach	Lora	DFW
465	Oliver	Celina	DFW
466	Reed	Dana	DFW
467	Marcellin	Donya	DFW
468	Melendez	Angelica	LGA
469	Van Horn	Patrice	ORD
470	Economy	Peter	DFW
471	Thresher	Colleen	DFW
472	Lyton	Gale	DFW



473	Benoit	Gordon	ORD
474	Menon	Rasan	ORD
475	Lancaster	Lyndsay	DFW
476	Hartzell	Autumn	ORD
477	Miller	Cameron	ORD
478	Marcucci	Carmen	ORD
479	Mcclelland	Letha	DFW
480	West	Joseph	DFW
481	Billman	Ronald	ORD
482	Johnson	Rocio	ORD
483	Phillips	John	DFW
484	Wyatt	Janice	DFW
485	Gentles	Regina	DFW
486	Oswald	Mary	ORD
487	Frederick	Michael	DFW
488	Doran	Mary-Beth	DFW
489	Woolford	Darla	ORD
490	Reyes-Webb	Roxann	DFW
491	Barthold	Kathy	DFW
492	Mikos	Paul	ORD
493	Arp	Maxine	ORD
494	Galbreath	Donicia	DFW
495	Gonzalez	Evelyn	DFW
496	Merced	Carlos	ORD
497	Johnson	Ann Jeanette	ORD
498	Guzman	Desiree	ORD
499	Davis	Delisa	LGA
500	Jackson	Lisa	ORD
501	Simmons	Rhondine	DFW
502	Duff	Sherri	DFW
503	Vindhurst	Elizabeth	ORD
504	Banker	Cynthia	ORD
505	Brown	Tanya	ORD
506	Rieger	Muriel	DFW
507	Alcoba	Eileen	LGA
508	Young	Brenda	DFW
509	Renteria	Eileen	DFW
510	Mitchell	Voncia	ORD
511	Jones	Daniel	DFW
512	Kent	Steven	ORD
513	Cordwell	Brandy	DFW
514	Dailey	Yumiko	DFW
515	Harris	Marquita	ORD



516	Damstra	Marilyn	ORD
517	Choi	Young	DFW
518	Galan	Charley	DFW
519	Su	Winnie	DFW
520	Als	Sherriann	MIA
521	Wimberly	Tonya	DFW
522	Woyner	Charles	ORD
523	Stefanik	Debra	DFW
524	Lambright	Richard	MIA
525	Hendricks	Maurice	DFW
526	Desenfants	Rose	DFW
527	Berry	James	ORD
528	Orellana	Elliot	ORD
529	Busigo	Gualberto	ORD
530	Morales	Javier	DFW
531	Nagy	Nicole	LGA
532	Piper	Carlene	DFW
533	Starr	Angelia	DFW
534	Edwards	Michael	DFW
535	Chaung	Tony	DFW
536	Bonner	Elizabeth	ORD
537	Reinbolt	Patricia	ORD
538	Grider	Ashley	DFW
539	Martinez-Torres	Lilliana	ORD
540	Nguyen	Thanh	DFW
541	Czerew	Gary	ORD
542	Phelps	Jeanie	DFW
543	Colburn	Karen	ORD
544	Moore	Debra	DFW
545	Ryan	Daniel	ORD
546	Rodriguez Jr	Juan Raul	LGA
547	Polanco-Pedrogo	Rosa	DFW
548	Castaneda	Carlos	DFW
549	Manchester	Joann	DFW
550	Williams	Ellen	DFW
551	Armstrong	Julio	DFW
552	Bonilla Traverso	Jezreel	DFW
553	Arroyo Mojica	Carlos	LGA
554	Alvarez	Yasiri	LGA
555	Bednar	Anna Marie	ORD
556	Annis	Shirley	DFW
557	Johnson	Joyce	ORD
558	Dycman	Danielle	ORD



559	Cooke	Stephen	DFW
560	Freutel	Kay	DFW
561	Herritt	Melanie	DFW
562	Thurman	Cynthia	DFW
563	Milton	Sharon	ORD
564	Baker-Olney	Jodi	ORD
565	Baus	Emily	ORD
566	Morris	Marilyn	ORD
567	Allibalogun	Morayo	ORD
568	Carapellucci	Diane	DFW
569	Washington	Cassandra	DFW
570	Brown	Chakia	MIA
571	Kostich	Michelle	DFW
572	Tiesman	Charlotte	ORD
573	Peguero	Elfi	LGA
574	Roche Barrutia	Wendy Jean	ORD
575	Bourgeois	Nancy	DFW
576	Maldonado	Alfred	MIA
577	Camarena-Castellanos	Venoni	ORD
578	Charles	Sheila	ORD
579	Brown	Ida	ORD
580	Rodriguez	Luis	ORD
581	Ward	Julie	DFW
582	Anthony	Deborah	DFW
583	Bluethman	Keli	ORD
584	Castillo	Nager	ORD
585	Mcclain	Jude	ORD
586	Stewart	Shelley	DFW
587	Gaspard	Eddy	LGA
588	Reichert	Gwen	DFW
589	Elam	Mary	DFW
590	Roush	Jordan	DFW
591	Dunn	Courtney	ORD
592	Chandler	Shelia	DFW
593	Amodeo	Catherine	ORD
594	Bosalet	Alicia	DFW
595	De La Mora	Alejandro	ORD
596	Nocera Schicht	Vanesa	DFW
597	Wintz	Yohan	ORD
598	Ross	Frances	DFW
599	Leung	Puy Ying	ORD
600	Stewart	Rosalyn	DFW
601	Benitez Liberato	Maria	DFW



602	Roman	Jorge	LGA
603	Gann Geb Lorenz	Kristina	DFW
604	Davis	Baraka	DFW
605	Wadman	Sarah	DFW
606	Polemeni	Sandy	DFW
607	Jensen	Zilene	DFW
608	Fridman	Maria	DFW
609	Mason	Sally	LGA
610	Conolty	Gayle	ORD
611	Winters	Dawn	DFW
612	Osvold	Jennifer	MIA
613	Brooks	Andrea	ORD
614	Neal	Mary	DFW
615	Salter	Christine	DFW
616	Crocker	Teresa	DFW
617	LeFear	Lucille	DFW
618	Hezinger	Donna	ORD
619	Berry	Kevin	LGA
620	Oden	Choyce	LGA
621	Hiraldo Rivera	Juan	DFW
622	Beatty	Stephanie	DFW
623	Haley	Varina	DFW
624	Quinn	Colleen	DFW
625	Moshinski	Kevin	DFW
626	Hester	Anthony	DFW
627	Morris	Alicia	DFW
628	Tuberville	Jessica	DFW
629	Mc Bride	Amanda	ORD
630	Larsen	Celia	DFW
631	Wolf	Ty	DFW
632	De Los Santos Pina	Karla	LGA
633	Brock	Jolene	ORD
634	Carter	William	DFW
635	Jackson	Wanda	ORD
636	Sanford	Joan	DFW
637	Nevarez	Sandra	DFW
638	Laster	Mikki	ORD
639	Stiers	Jason	ORD
640	Hatten	Jessica	ORD
641	Carter	Kathy	ORD
642	Hartzler	Dena	ORD
643	Martel Wood	Elena Ramos	DFW
644	White	Karen	DFW



645	Adams	Mary	DFW
646	Wagner	Karen	DFW
647	Faith	Ana	ORD
648	Turner	Ursula	LGA
649	Starkey	Chelsea	DFW
650	Ahrens	Elizabeth	DFW
651	Adams	Margaret	DFW
652	Laloggia	Jeanine	ORD
653	Zelm	Laura	ORD
654	Clark	Alice	ORD
655	Draeving	Portia	ORD
656	Montalvo	Joseph	MIA
657	Zagorska	Justyna	ORD
658	Roman Feliciano	Gil	ORD
659	Knight	Lauren	ORD
660	Rodriguez	Rosalinda	ORD
661	Ariel	Summer	DFW
662	Turner	Douglas	DFW
663	Black	Gina	DFW
664	Casas	Nubia	DFW
665	Wagner Jr	Wesley	MIA
666	Calmes	Franko	ORD
667	Harrell	Wanda	ORD
668	Piuco	Rosa	DFW
669	Magneson	Lynette	DFW
670	Hardesty	Sherry	DFW
671	Mcdonald	Lisa	DFW
672	Ford	Cydney	DFW
673	Moore	Derek	MIA
674	Narvid	Jordain	DFW
675	Buenger	Geri	ORD
676	Bolton	Georgianna	LGA
677	Bacius	Connie	ORD
678	Hardy	Evan	ORD
679	Wuest	Pamela	ORD
680	Cwikla	Melissa	DFW
681	Myers	Colette	ORD
682	Urban	Nichole	ORD
683	Cordero	Rosa	MIA
684	Rivera	Susana	DFW
685	Silvestry	Javier	DFW
686	Collazo	Elvin	DFW
687	Ramos Mojica	Ariel	ORD



688	Lancaster	Deborah	DFW
689	Carden Zuziak	Denise	ORD
690	Cruz Reyes	Erik	ORD
691	Martin-Watkins	Lisa	ORD
692	Dailidas	Joanna	ORD
693	Walther	Janet	ORD
694	Randle	Tamiko	DFW
695	Lebron	Kelly	LGA
696	Kaye	Cynthia	ORD
697	Damico	Tamara	LGA
698	Suggs	Adam	LGA
699	Slusher	Cara	DFW
700	Blanton	Jennifer	DFW
701	Robinson	Christian	DFW
702	Davenport	Ren	DFW
703	McClelland	Katy	ORD
704	Davis	Antwain	ORD
705	Flatter	Vicki	DFW
706	Duran Velazquez	Margarita	DFW
707	Di Staula	Laura	ORD
708	Garcia	Alfredo	DFW
709	Soliman	Mona	DFW
710	Foxx	Stephanie	ORD
711	Ivy	Nickesha	DFW
712	Pettigrew Jr.	Richard	DFW
713	Pendleton	Carol	DFW
714	Beausejour	Charline	MIA
715	Fekete	Andrew	MIA
716	Omastiak	Helen	ORD
717	Burke	Sharon	DFW
718	Powell	Benjamin	ORD
719	Stahl	Michael	DFW
720	Rhoden Lobban	Mary	MIA
721	Manning	Erin	DFW
722	Lautenslager	Dana	DFW
723	Kaba	Valdeta	LGA
724	San Martin Zambrano	Sonia	ORD
725	Williams	Otha	DFW
726	Best	Monique	DFW
727	Lazaro	Richard	ORD
728	Manning	Gena	DFW
729	Arounnothay	Toun	ORD
730	Loving	James	DFW



731	Speare	Andrea	ORD
732	Szomor	Krisztina	ORD
733	Abadia	Robinson	LGA
734	Lucio	Agustina	ORD
735	Turner	Janet	DFW
736	Redondo Raffo	Jose	DFW
737	Colon	Christian	ORD
738	Krostue	Jennifer	ORD
739	Baker	William	ORD
740	Gonzalez	Emilio	DFW
741	Santiago	Patricia	DFW
742	Velazquez	Carmen	DFW
743	Forte Thomas	Joy	DFW
744	Huff	Diane	DFW
745	Fogelman	Luanna	DFW
746	Bustamante	Elizabeth	DFW
747	Mcguinness	Susan	LGA
748	Mackley	Josephine	ORD
749	Ka Auwai	Abraham	ORD
750	Loyd	Teresa	DFW
751	Owens	John	DFW
752	Hilaly	Amal	ORD
753	Hall	Janine	DFW
754	Mabry	Cynthia	DFW
755	Crocker	Jacqueline	DFW
756	Davis	Damaris	DFW
757	Beltre	Noel B	MIA
758	Degallerie Turnbull	Helen	LGA
759	Halinski	Jennifer	DFW
760	Rodriguez	Ivan	ORD
761	Banister	Debbie	ORD
762	Lopes Gil	Maria	ORD
763	Pereira	Patricia	DFW
764	Navarro	Dorian	DFW
765	Hernandez	Yesenia	DFW
766	Holt	Karen	ORD
767	Daunch	Teresa	ORD
768	Tuzinowski	Artur	LGA
769	Richardson	Sherrell	DFW
770	Cruz	Shardey	DFW
771	Loria	Anthony	LGA
772	Bermudez Martinez	Juan	DFW
773	Grana	Masura	LGA



774	Betka	Thomas	ORD
775	De La Fuente Mora	Daniel	DFW
776	Chamnarnsripetch	Khunnatham	DFW
777	Tompkins	Magaly	DFW
778	Clary	Katherine	DFW
779	Brown	Ava	ORD
780	Fruth	Susan	ORD
781	Hayes	Brigette	DFW
782	Chavez	Loretta	DFW
783	Capley	Melissa	LGA
784	Plante	Eric	ORD
785	Santiago Jr	Melvin	ORD
786	Colaiacomo	Breanna	ORD
787	Oliver	Angela	ORD
788	Mccloud	Kimberly	DFW
789	Earl	Kendall	ORD
790	King	Gregory	ORD
791	Johnson	Mariah	DFW
792	Carrera Salazar	Andres	MIA
793	Todd	Jasmine	DFW
794	Elzeer	Ernest	DFW
795	Howell	Denise	ORD
796	Von Stein	Cynthia	DFW
797	Harley	Faith	DFW
798	Graska	Sarah	ORD
799	Gonzalez Perez	Maira	DFW
800	Sacharczuk	Ewelina	ORD
801	Simon	Andrea	MIA
802	Wolfram	Mary	ORD
803	Ferraro	Karen	DFW
804	Eugent	Danielle	MIA
805	Pennings	Brittney	ORD
806	Lundy	Lori	DFW
807	Stone	Magdalena	DFW
808	Kavanagh	Simone	MIA
809	Luong	Quang	ORD
810	Ayala	Sebastian	DFW
811	Philpot	Margaret	DFW
812	Deconte	Sierra Ann	ORD
813	Duncan	Shaun	DFW
814	Alexander	Marcelle	ORD
815	Mcclary	Lisa	DFW
816	Panasis	Elena	MIA



817	Hafstrom	Linda	DFW
818	Reynolds	Yashimabeth	ORD
819	Marshall	Ladiona	DFW
820	Lomeli	Valerie	DFW
821	Polinsky	Eileen	DFW
822	Marrero	Christine	LGA
823	Lee	Sierra	ORD
824	Prado	Gabriel	DFW
825	Stam	Rebeca	MIA
826	Baker	Debra	DFW
827	Achille	Burleigh	ORD
828	Grossi	Lorraine	DFW
829	Colon Rivera	Sonangely	ORD
830	Sarabia Jr	Evaristo	ORD
831	Carlisle	Kiara	LGA
832	Davis	Leigh	DFW
833	Thomas	Tanika	LGA
834	Sudeall	Kandis	MIA
835	Menzies	Casey	LGA
836	Green	Dana	ORD
837	Wareham	Rosemary	DFW
838	Mapel	Heather	DFW
839	Luna Torres	Meraly	ORD
840	Green	Lisa	ORD
841	Winters	Marshell	DFW
842	Anderson	Demetria	DFW
843	Castellon	Yaudy	MIA
844	Sawyer	Kathryn	DFW
845	Brackeen	Dana	DFW
846	Horn	Sharon	DFW
847	Corhn	Richard	DFW
848	Carson	Cynthia	ORD
849	Ingram	Kathryn	ORD
850	Crowe	Jana	LGA
851	Brown	Trisha	ORD
852	Hendricks	Jessica	ORD
853	Hams	Angela	LGA
854	Melendez	Sofia	LGA
855	Dominguez	Rosa Maria	DFW
856	Vourazeris	Nikolaos	DFW
857	Lichy	Lauren	ORD
858	Pickett	Tamara	LGA
859	Janowski	John	ORD



860	Chaviera	Rowena	DFW
861	Warren	Sherrald	DFW
862	Primm	Deborah	DFW
863	Cannatella Hotchkiss	Christine	DFW
864	Ingersoll	Nicole	DFW
865	Grant	Andrew	DFW
866	Gerges	Mariam	ORD
867	Guerrero	Sean	ORD
868	Vasquez	Dale	ORD
869	Mastantuono	Christina	ORD
870	Hughes	Danielle	ORD
871	Harris	Leilah	ORD
872	Watson	Billy	DFW
873	Kulla	Bedri	DFW
874	Regan	Marcus	DFW
875	Clarke	Dianne	DFW
876	Barrett	Paul	ORD
877	Jackson	Trina	DFW
878	Whyte	Nicota	DFW
879	Vierheller	Amanda	ORD
880	Goings	Jordan	DFW
881	Sanders	Andrea	ORD
882	Dicintio	Stephanie	ORD
883	Sam	Alyssa	DFW
884	Blackman	Verma	ORD
885	Sautural	Traci	DFW
886	Hale	Mindy	DFW
887	Raisor	Dennis	ORD
888	Bell	Jamila	LGA
889	Mcgee	Natori	DFW
890	Aguero	Nicolas	DFW
891	Destajo	Joy	MIA
892	Lamberson	Gerald	DFW
893	ODEa	Donna	DFW
894	Zavala	Regina	DFW
895	Olaguer Hennrichs	Maria	DFW
896	Johnson	Sonya	DFW
897	Medin	Viosa	ORD
898	Ormand	Melanie	DFW
899	Hernandez Peraza	Johanna	ORD
900	Hart	Jonathan	ORD
901	Chick	Jessica	DFW
902	Taylor	Justin	DFW



903	Rosales	Michael	DFW
904	Simpson	Leticia	DFW
905	Tongi	David	LGA
906	Martinez	Renee	DFW
907	Donigan	Shauna	DFW
908	Smith	Akil	ORD
909	Ford	Martha	ORD
910	Lockett	Holly	DFW
911	Santos	Teresa	DFW
912	Mathurin	Antonine	DFW
913	Joyner	Erica	DFW
914	Vazquez	Heather	DFW
915	Rodriguez Gonzalez	Pamela	DFW
916	Kun	Thida	DFW
917	Vaello Bermudez	Samuel	DFW
918	Correa	Ciara	LGA
919	Nesmith Jr	Bernard	ORD
920	Williams	Dean	DFW
921	Essor DeSouza	Rose	MIA
922	Valadez	Octavio	DFW
923	Lopez	Sandra	DFW
924	Guillen Power	Claudia	MIA
925	Altamirano	Jorge	DFW
926	Ardolino	Michael	ORD
927	Metz	Kevin	DFW
928	Santana	Philip	MIA
929	Wood	Tiffany	MIA
930	Corbacho	Cristian	LGA
931	Gadsby	Catherine	LGA
932	Osborne	Carmel	DFW
933	Stewart	Jacqueline	ORD
934	Krehmeier	Thomas	ORD
935	Wideman	Deirdre	ORD
936	Richard	Tyesha	ORD
937	Gonzalez	Elizabeth	ORD
938	Rasuk	Yulian	LGA
939	Watkins	Shanice	ORD
940	Peppers	Jonathan	DFW
941	Nugent	Jevon	ORD
942	Blake Moore	Toi	DFW
943	George	Clifford	DFW
944	Melton	Delawnes	DFW
945	Graham	Sherica	LGA



946	Travis	Camille	DFW
947	Farris	Lakendra	DFW
948	Jacobellis	Diana	MIA
949	Guzman	Laura	DFW
950	Mendez De Los Santos	Gabriela	ORD
951	Nord	Timothy	ORD
952	Brown Ennis	Diamond	ORD
953	Russo	Rachel	ORD
954	Boyd Jr	Ronald	DFW
955	Dates	Katiauna	DFW
956	Garcia Lopez	Tamisha	DFW
957	Venzen	Shanika	DFW
958	Olson	Katie	ORD
959	Bowen	Whitney	DFW
960	Anderson	Katelyn	ORD
961	Davidson	Bobbie	DFW
962	Dorsey	Dandelyn	LGA
963	Barnes	Lynconyer	ORD
964	Hinkson	Chandris	DFW
965	Borges	Raquel	ORD
966	Pichardo Comas	Lia	ORD
967	Jackson	Quinton	DFW
968	Henderson	Ycien	DFW
969	Lee	Jennifer	ORD
970	Springer	Kareesha	ORD
971	Jones	Tearia	ORD
972	Zeigler	Melynda	DFW
973	Ryan	Michael	ORD
974	Ebeon	Roldan	DFW
975	Landers	Aspen	ORD
976	Kiruri	Netta	DFW
977	Underdue Posey	Precious	DFW
978	Noble	Abigail	ORD
979	Haines	Brittany	DFW
980	Garrett	Stephanie	DFW
981	Flynn	Risa	MIA
982	Mandeya	Monica	DFW
983	Gabbey	Kristina	DFW
984	Charleston	Michelle	LGA
985	Mcnab	Allodin	ORD
986	Dunn	Sandra	DFW
987	Sutcliffe	Kimberly	DFW
988	Goff	Andrew	ORD



989	Motie	Chaveeta	ORD
990	Banks	Austin	ORD
991	Gurley	Miranda	DFW
992	Hearn	Tiara	DFW
993	Hopkins	Danielle	ORD
994	Scouras	Natasha	DFW
995	Stover	Alexandra	DFW
996	Wehunt	Shelby	DFW
997	Van	Hue	DFW
998	Spencer	Sonya	LGA
999	Cumby	Penny	DFW
1000	Delgado Saldana	Belki	MIA
1001	Hawkins	Yolanda	DFW
1002	Willis	Cleon	DFW
1003	Williams	Kamara	ORD
1004	Guinyard	Dariene	LGA
1005	Jones	Kristin	DFW
1006	Ibarra	Roberto	ORD
1007	Mcfarland	Kesha	DFW
1008	Hopper	Porsche	DFW
1009	Zackery Jones	Ashley	ORD
1010	Rutledge	Brooklyn	DFW
1011	Paniagua	Nancy	ORD
1012	White Mccants	Doneshia	DFW
1013	Farrell	Khalid	LGA
1014	Finley	Leah	ORD
1015	Armstrong	Jamal	DFW
1016	Butler	Donald	ORD
1017	Collins	Rheameka	DFW
1018	Della Jacono	Andrea	ORD
1019	Robinson	Dinah	ORD
1020	Vogel	Kyle	ORD
1021	Stevenson	Emily	DFW
1022	Johnson	Shadaje	ORD
1023	Corpeno	Megan	ORD
1024	Lewis	Destinee	ORD
1025	Campbell	Hannah	ORD
1026	Mcmahon	Jennifer	ORD
1027	Cortez	Imelda	ORD
1028	Schlueder	Poly Dan	ORD
1029	Pierre	Nasha	ORD
1030	Mims	Jayme	ORD
1031	Cheu	Lauren	DFW



1032	Austin	Nuakeyta	ORD
1033	Anza	Julie	ORD
1034	Carson	Anitra	ORD
1035	Lewis	Blake	DFW
1036	Taylor	Angela	LGA
1037	Luong	Tam	DFW
1038	Arredondo	Michelle	ORD
1039	Charoenkul	Angela Ann	ORD
1040	Dehn	Danielle	ORD
1041	Ward	Selamawit	ORD
1042	Lilly	Kalene	ORD
1043	Sadoski	Shanene	DFW
1044	Kato	Michiyo	ORD
1045	Wilson Walker	Lakesha	DFW
1046	Carroll	Tabitha	ORD
1047	Mclain	Ryan	ORD
1048	Jones	Erica	LGA
1049	Westerfield	Angelica	ORD
1050	Hodrick	Sheena	ORD
1051	Salinas	Carlos	LGA
1052	Prasad	Susan	DFW
1053	Buelna	Vivia	ORD
1054	Torres Cappacetti	Bryan	ORD
1055	Morrison	Sarah	DFW
1056	Sutton	Victoria	DFW
1057	Yancey	Brooke	MIA
1058	Sanders	Erika	DFW
1059	Schlosser	Nicole	DFW
1060	Carpio	Mayra	ORD
1061	Martchenke	Juliette	DFW
1062	Jones	Tania	DFW
1063	Branch	Bonnie	DFW
1064	Smiles	Alicia	DFW
1065	Campbell	Paisley	DFW
1066	Leveron	Emmanuel	ORD
1067	Hibbs	Katie	DFW
1068	Chamlee	Ashlyn	DFW
1069	Smith	Samantha	DFW
1070	Ateem Nourainmi	Marwa	DFW
1071	Robinson	Dakota	DFW
1072	Campos	Ilse	DFW
1073	Armenta	Karen	ORD
1074	Romo	Ruth	DFW



1075	Plummer	Leah	DFW
1076	Geier	Rosalie	ORD
1077	Saenz De Viteri Almeida	Gabriel	DFW
1078	Scott	Krystin	DFW
1079	Austin	Stasea	ORD
1080	King	Landon	LGA
1081	Wilson	Patti	DFW
1082	Dorsey	Addie	ORD
1083	Lockhart	Briana	ORD
1084	Joyner	Krystal	ORD
1085	Bullock	Raven	DFW
1086	Alinea	Gilliane	LGA
1087	Levy	Donna	LGA
1088	Kunze	Kim	LGA
1089	Irons	Ingrid	ORD
1090	Paul	Nigel	LGA
1091	Baugh	Christina	DFW
1092	Cartagena Rivera	Daniel	ORD
1093	Carter	Ivory	LGA
1094	Vasquez	Syra	ORD
1095	Handy	Davion	ORD
1096	Harvey	Tatyana	LGA
1097	Tramel	Quanessa	MIA
1098	Flu	Taylor	DFW
1099	Petch	Mary Ellen	DFW
1100	Gee	William	LGA
1101	White	Susan	DFW
1102	Ferguson	Leodany	LGA
1103	West	Kartel	ORD
1104	Soluri	Rana	LGA
1105	Idrovo	Valentino	LGA
1106	Hunter	Kayla	ORD
1107	Negatu	Bitania	DFW
1108	Spenny	Nancy	ORD
1109	Townsel	Brian	ORD
1110	Nordquest	Erin	ORD
1111	Singleton	Tiffany	LGA
1112	Velez Santiago	Myrmarie	ORD
1113	Macias	Kaila	ORD
1114	Samuel	Nicole	DFW
1115	Martin	Alicia	LGA
1116	Terwilliger	Elliott	LGA
1117	Bodiford	Adam	DFW



1118	Hofrichter	Wendy	DFW
1119	Cowley	Misty	DFW
1120	Payne	Bria	LGA
1121	Neary	Katelyn	LGA
1122	Jackson	Tomica	DFW
1123	McClean	Renece	LGA
1124	Randall	Amy	DFW
1125	Boston	Kirsten	DFW
1126	Stuut	Rachel	ORD
1127	Zvinys	Alexandra	LGA
1128	Wemhoff	Justine Claire	DFW
1129	Amezquita Rodriguez	Alonso	LGA
1130	Brown	Ashley	DFW
1131	Lamar	Shaniqua	ORD
1132	Waring	Stephan	LGA
1133	Pilker	Sarah	ORD
1134	Pierre	Stephanie	LGA
1135	Hughes	Kory	LGA
1136	Danser	Colton	DFW
1137	Torres Reyes	Yaniel	LGA
1138	Sullivan	Alyson	LGA
1139	Velek	Megan	LGA
1140	Milam	Douglas	LGA
1141	White	Tracey	LGA
1142	Taveras Brown	Johemma	DFW
1143	Davis Jr	Tha Roy	ORD
1144	Dirkse	Nattapat	LGA
1145	Campos	Mark	ORD
1146	Gonzalez	Isabel	DFW
1147	Jago	Destiny	ORD
1148	Mccarthy Iii	Patrick	ORD
1149	Scales	Camrin	DFW
1150	Downey Teachout	Harley	DFW
1151	Choi	Hye Hyun	ORD
1152	Stowers	Jenifer	ORD
1153	Bumsted	Jennifer	ORD
1154	Daniel	Valerie	ORD
1155	Phillips	Kimberly	ORD
1156	Harry	Felecia	ORD
1157	Moore	Chiquette	ORD
1158	Turton	Lynette	LGA
1159	Kelman	Benjamin	DFW
1160	Polanco	Lisa	ORD



1161	Swiler	Jason	ORD
1162	Ramirez	Anny	LGA
1163	Core li	Scott	LGA
1164	Spain	Alexander	ORD
1165	Strauss	Victoria	LGA
1166	Foreman	Jordan	LGA
1167	Higdon	Ashlynn	ORD
1168	Jackson	Paula	ORD
1169	Ingram	Sandra	ORD
1170	Zackary	Johnny	DFW
1171	Cavazos	Edger	ORD
1172	Gaw	Amy	ORD
1173	Cain	Ashleigh	ORD
1174	Easter	Jasmyne	DFW
1175	Curry	Lacie	DFW
1176	Wareham Shepherd	Chamarla	MIA
1177	Del Real	Edward	ORD
1178	Mccarty	Morgan	ORD
1179	Stewart	Karly	ORD
1180	Mahany	Melissa	ORD
1181	Konrath	Carol	ORD
1182	Wilson	Darlene	ORD
1183	Hunt	Shannon	ORD
1184	Marcus	Terrye Ann	LGA
1185	Ly	Anthony	ORD
1186	Duncan	Cheree	ORD
1187	Camacho	Nathan	ORD
1188	Lindasson	Matt	ORD
1189	Macey	Kiyanna	MIA
1190	Wall	Steven	ORD
1191	Soberano	Elizabeth	ORD
1192	Barton	Erica	ORD
1193	Stiglbauer	Carolina	ORD
1194	De La Cruz	Jeimy	LGA
1195	Korabik	Kadee	ORD
1196	Stamps	Victoria	ORD
1197	Benally	Tyerrell	ORD
1198	White	Demetrius	ORD
1199	Yacques	Michelle	ORD
1200	Behn	Gail	ORD
1201	Chi	Jane	ORD
1202	Crawford Mclaughlin	Latasha	DFW
1203	Zensky	Robert	DFW



1204	Watson	Maria	ORD
1205	Jordan	Micheux	ORD
1206	Geiselman	Ryan	ORD
1207	Grayson	Katarina	ORD
1208	Owens	Elaine	ORD
1209	Czarnecki	Laura	DFW
1210	Foster	Niki	LGA
1211	Coleman	Tamara	ORD
1212	Smith	Korin	ORD
1213	Pruitt	Kathryn	ORD
1214	Wallace	Patricia	LGA
1215	Thompson	Kendadee	ORD
1216	Barrios	Naomi	LGA
1217	Christensen	Jordan	ORD
1218	Brown	Kristen	ORD
1219	Mendell	Cynthia	ORD
1220	Spencer	Sandrilee	ORD
1221	Mcmath	Gene	ORD
1222	Olenki	Nancy	DFW
1223	Long	Pauline	ORD
1224	Onday	Clarence	DFW
1225	Faniel	De Angelia	ORD
1226	Williams	Nicole	ORD
1227	Smalls	Robert	ORD
1228	Mc Neil	Acacia	LGA
1229	Denney	Rebecca	ORD
1230	Atkins	Micole	ORD
1231	Robinson	Essence	ORD
1232	Biffle	Caitlin	ORD
1233	Escorbores	Dinayily	ORD
1234	Psota	Jennifer	DFW
1235	Ortiz	Nancy	DFW
1236	Tharau	Serah	ORD
1237	Tedder	Cari	DFW
1238	Rojas Miranda	Dayana	ORD
1239	Harrison	Phillip	ORD
1240	Redicks	Crystal	ORD
1241	Gutierrez Molina	Eric	ORD
1242	Davis	Monique	ORD
1243	Bouton	David	ORD
1244	Lara Martinez	Estefanie	DFW
1245	Spencer Iii	John	DFW
1246	Mccarty	Audrey	DFW



1247	Villa	Daisy	MIA
1248	Rivera Rodriguez	Madeline	MIA
1249	Corpuz	Shirley	LGA
1250	Yacques	Steffany	ORD
1251	Rawlins	Arielle	ORD
1252	Gray	Bailey	LGA
1253	Saini	Manisha	ORD
1254	Robles	Juan	DFW
1255	Bell	Melani	DFW
1256	Jordan	Julie	ORD
1257	Joseph	Andrea	ORD
1258	Monsivais	Leticia	DFW
1259	Castagna	Carla	DFW
1260	Johnson	Jacqueline	ORD
1261	Florian	Terry	LGA
1262	Markham	Kaitlyn	ORD
1263	Valladares	Leo	ORD
1264	Robertson	Skylar	ORD
1265	Harrilal	Brenden	MIA
1266	Kampling	Mary	ORD
1267	Clay	Colleen	ORD
1268	Leege	Constance	ORD
1269	Williams	Jessica	ORD
1270	Bailey	Shannane	LGA
1271	Cortez	Courtney	DFW
1272	Velez	Alison	LGA
1273	Cervantez	Sabrina	DFW
1274	Marshall	Joshua	ORD
1275	Donato	Michael	ORD
1276	Pinzon	Mei Ling	ORD
1277	Porras-Chicon	Elizabeth	LGA
1278	Loffler	Melissa	DFW
1279	Villar	Jhoanna Paula	ORD
1280	Ayala	Ana	MIA
1281	Couso	Jenny	MIA
1282	Belk	Jazmine	ORD
1283	Traeger	Rachel	LGA
1284	Richard	Carwina	ORD
1285	Brown	Nicole	ORD
1286	Kolesa	Kevin	LGA
1287	Hill	Alexis	LGA
1288	Levy	Adiel	LGA
1289	Khan	Roheena	LGA



1290	Alexander	Geraldine	DFW
1291	Jamison	Lakesha	DFW
1292	Swain	Joseph	MIA
1293	Cruz Grenier	Alejandro	MIA
1294	Hughes	Bryttni	DFW
1295	Cole	Laneika	DFW
1296	Girard	Melissa	DFW
1297	Simmons	Brandon	ORD
1298	Pena Sarmiento	Angelo	MIA
1299	Krolak	Lukasz	ORD
1300	Guerrier	Ashley	LGA
1301	Jackson	Tamara	LGA
1302	Lee	Yunjin	ORD
1303	Abbott	Jordan	ORD
1304	Boxberger	Shelby	LGA
1305	Hernandez Cerna	Aileen	DFW
1306	Mcmillan	Jacob	ORD
1307	Embajador	Karen Joy	DFW
1308	Meo	Toni	ORD
1309	Mauil	Betty	DFW
1310	Adams	Kristen	ORD
1311	Lee	Susan	LGA
1312	Moore	Monica	ORD
1313	Cueto Irizarry	Francys	LGA
1314	Alonzo	Erin	MIA
1315	Gomez	Mary	DFW
1316	Jesfen	Yvette	LGA
1317	Mendoza	Timothy	ORD
1318	Shoji	MARI	LGA
1319	Davis	Porsha	LGA
1320	Marchese	Anthony	ORD
1321	Priddy	Amanda	LGA
1322	Lloyd-Salas	Richelle	LGA
1323	Brotherton	Jenna	LGA
1324	Del Pino	Christina	MIA
1325	Smyers	Kenya	ORD
1326	Guerrero	Ruben	ORD
1327	Randazzo	Ariella	LGA
1328	Hernandez Reyes	Argenis	LGA
1329	Smith	Renee	DFW
1330	Rodriguez	Gilvania	LGA
1331	Catala	Matias	ORD
1332	Evans	Trevlin	LGA



1333	Toussaint	Wislene	MIA
1334	Smiley	Priscilla	MIA
1335	Norton	Ashley	ORD
1336	Knox	Shantel	DFW
1337	Richardson	Brittany	ORD
1338	Garcia	Lilia	ORD
1339	Thometz	Brittany	ORD
1340	Walton	Ashley	DFW
1341	Green	Passion	ORD
1342	Park	Caron	MIA
1343	Santiago	Mijeyka	ORD
1344	Maida	Anna	LGA
1345	Garbarino	Julie	ORD
1346	McIntyre Jr	Gregory	LGA
1347	Walcott	Mandella	MIA
1348	Renihan	Sarah	ORD
1349	Crane	Jewelle	ORD
1350	Smith	Brandy	ORD
1351	Jackson	Victoria	DFW
1352	Carranza	Ernesto	DFW
1353	Martin	Krystal	LGA
1354	Preston	Chase	DFW
1355	Jabonillo	Alyanna Grace	LGA
1356	Svoboda	Brittany	ORD
1357	Hernandez Pimentel	Jose	MIA
1358	Panton	Ryan	ORD
1359	Long	Joseph	ORD
1360	Righeimer	Diane	ORD
1361	Jun	Sihyeon	DFW
1362	Auguste	Jessica	MIA
1363	Lang	Amber	ORD
1364	Klein	Brittany	DFW
1365	Dezorzi	Nadia	MIA
1366	Hanna	Sela	ORD
1367	Navarrette	Stephanie	DFW
1368	Korneagay	Alexis	LGA
1369	McDavid	Morgan	DFW
1370	Holcomb	Devin	MIA
1371	Morley	Anne	ORD
1372	Reyes	Wilton	LGA
1373	Previlon	Noa	LGA
1374	LaBombard	Britton	DFW
1375	Charles	Dasia	MIA



1376	Bernard	Angelik	LGA
1377	Mendieta	Sophia	LGA
1378	Harris	Cecile	DFW
1379	Mena	Liliana	LGA
1380	Klinnak	Piyanut	ORD
1381	Karadag	Katia	LGA
1382	Perez	Victoria	DFW
1383	Bell	Kenneth	MIA
1384	Patel	Khushbubahen	ORD
1385	Velazquez Borrero	Genesis	ORD
1386	Schrink	Brittany	ORD
1387	Laster	Emma-Thomas	ORD
1388	Demery	Ricci	ORD
1389	Cox	Rebecca	ORD
1390	Dotson	Khyri	ORD
1391	O'Rourke	Ryan	ORD
1392	Garcia	Emily	LGA
1393	Middleton	Samantha	ORD
1394	Morton	Yaasmeen	LGA
1395	Brown	Deja	ORD
1396	Jones	Jessica	MIA
1397	Clark	Priscilla	LGA
1398	Garza Jr	Guadalupe	DFW
1399	Forbes	Jophet	MIA
1400	Seo	Haneul	ORD
1401	Morris	Jamarra	ORD
1402	Almanzar	Emily	LGA
1403	Dullard	Mikaela	ORD
1404	Rivera	Steven	ORD
1405	Herrera Guzman	Sebastian	ORD
1406	Bucay	Shamel	ORD
1407	Sewell	Danielle	ORD
1408	Gamez	Elizabeth	ORD
1409	Simeone	Debra	ORD
1410	Teruya	Maylene	ORD
1411	Colon	Daniel	DFW
1412	Armbrister	Patrick	ORD
1413	Medeiros Schmucker	Katiana	ORD
1414	Sotero	Carmen	LGA
1415	Caceres	Rebekah	MIA
1416	Ortiz	Irla	DFW
1417	Martinez Ledesma	Alexis	LGA
1418	Adeosun	Adeola	LGA



1419	Ngo	Tony	DFW
1420	Weeks	Adejah	DFW
1421	Anderson	Trennissa	LGA
1422	McElwee	Daija	DFW
1423	Stringfellow	Mark	DFW
1424	Ramsey	Felicia	ORD
1425	Barrett	Georgia	ORD
1426	Valdes	Ana	ORD
1427	Mitchell	Carolyn	DFW
1428	Rambharose	Nerupa	MIA
1429	Dipini	Laura	MIA
1430	Bretan	Catherine	MIA
1431	Smith	Karen	DFW
1432	Saez Amador	Angel	ORD
1433	Anyanwu	Jody-Ann	LGA
1434	Collazo	Jason	ORD
1435	Bryant	Treasure	DFW
1436	Jones	Aleisha	ORD
1437	Briemle	Jinaye	ORD
1438	Garcia	Claudia	ORD
1439	Perkins	Cydni	ORD
1440	Creal	Desmond	ORD
1441	Hobbs	Chelsea	LGA
1442	Quevedo	Marisa	ORD
1443	Lacourt Justiniano	Vianka	MIA
1444	Gerges	Kirollos	LGA
1445	Chando	Michael	ORD
1446	Jordan	Allyson	DFW
1447	Morgan	Brian	ORD
1448	Maynie	Tajanae	ORD
1449	Patterson	Trinnie	ORD
1450	Mitchell	Chanyelle	ORD
1451	Waheed	Nyashaa	ORD
1452	Ebinger	Thomas	ORD
1453	Allison	Dakota	ORD
1454	Digiovanni	Nur	LGA
1455	Champ	Angela	ORD
1456	Gabbey	Karyn	DFW
1457	Peacock	Jodi	LGA
1458	Williams	Joseph	DFW
1459	Simpson	Sara	ORD
1460	Jorge	Ana Carolina	DFW
1461	Rojas	Roxane	LGA



1462	Watson	Melissa	LGA
1463	Mercado	Meaghan	LGA
1464	Diaz	Matthew	LGA
1465	Keaton	Gabriel	LGA
1466	James	Samantha	LGA
1467	Kupres	Ashley	LGA
1468	Dunn	Lauren	ORD
1469	Overton	Maria	LGA
1470	Jimenez	Kristen	MIA
1471	Linarez Hernandez	Omar	ORD
1472	Da Costa Rodrigues E Silva	Jose Wilson	DFW
1473	Donaldson	Kristina	DFW
1474	Slater	Mary	ORD
1475	Garcia	Michaela	ORD
1476	Rodriguez	Yancil	LGA
1477	Marionneaux	Sheila	ORD
1478	Plowden-Burnett	Tonya	ORD
1479	O'Neill	Beatriz	LGA
1480	Quidgley	Andy	MIA
1481	Gonzalez	Jennifer	LGA
1482	Singleary	Tiffany	LGA
1483	Vick	Brett	DFW
1484	Acord	Gregory	DFW
1485	Patin Gomez	Dilia	LGA
1486	Benevides	Codie	DFW
1487	Ward	Karena	LGA
1488	Nelson	Victoria	ORD
1489	Moore Jr	Danny	ORD
1490	Shaughnessy	Kelly	ORD
1491	Mesich	Kelly	LGA
1492	Bland	Erica	ORD
1493	Choba	Valeriia	ORD
1494	Kelley	Abigail	ORD
1495	Myrin	Malainey	ORD
1496	McClatchy	John	DFW
1497	Norris	Zhane	LGA
1498	Mahon	Kaylee	LGA
1499	Asghari	Freshta	ORD
1500	Wynne Cremin	Emily	ORD
1501	Gray	Allena	ORD
1502	Kelly	Michele	ORD
1503	Inoue	Masako	ORD
1504	Jimenez Febrillet	Melquis	ORD



1505	Biancardi	Esterita	DFW
1506	Brown	Myra	MIA
1507	Okada Null	Rieko	DFW
1508	Wallace	Daniyel	MIA
1509	Paul	Louisa	MIA
1510	Cruz	Heidie	ORD
1511	Vargas Martinez	Johanna	LGA
1512	Miller	Holly	ORD
1513	Ratana	Pornphan	ORD
1514	Gilmore	Ambar	ORD
1515	Schiabel	Deborah	LGA
1516	Plew	Kinsey	MIA
1517	VandenBrande	Michael	ORD
1518	Sae-wong	Laddawan	ORD
1519	Taylor	Danisha	ORD
1520	Jackson	Brandon	LGA
1521	Pace	Jessica	DFW
1522	St John	Karen	DFW
1523	Flugence	Glynn	MIA
1524	Bertram	Jordan	ORD
1525	Patton	Lori	ORD
1526	Davis	Jeremy	ORD
1527	Dossantos	Bryan	MIA
1528	Withey	Jordyn	ORD
1529	DiVita	Michelle	ORD
1530	Dorsey	Brian	ORD
1531	Youngs	Bailey	ORD
1532	Coleman	Kayla	ORD
1533	Schmor	Kameron	ORD
1534	Balstad	Twyla	ORD
1535	Sanchez	Patricia	DFW
1536	Pritchard	Linda	DFW
1537	Belt	Charlotte	DFW
1538	Russell	Elyse	DFW
1539	Magennis	William	DFW
1540	Slice	Delyn	DFW
1541	Burdick Jr	Robert	ORD
1542	Nelson	Denise	ORD
1543	Foster	Shirley	DFW
1544	Whitehurst Jones	Jeanette	ORD
1545	James	Andre	DFW
1546	Dewey	Theodore	DFW
1547	Rees	Kimberly	DFW



1548	Waters	Jeremy	DFW
1549	Bush	Crystal	LGA
1550	Rechirei	Myla	DFW
1551	Kuntz	Susan	MIA
1552	Vazquez	Mibzar	DFW
1553	Leong-Smith	Jennifer	ORD
1554	Solano Hernandez	Emmanuel	LGA
1555	Patel	Hetal	LGA
1556	Brown	Brittiany	DFW
1557	Currence	Ameera	DFW
1558	Bland	Debra	LGA
1559	Martin	Kristin	ORD
1560	Jones	Koyauna	ORD
1561	Long	Cydney	LGA
1562	Martinez III	Salvador	ORD
1563	Lee	Sereniti	ORD
1564	Greene	Jasmine	ORD
1565	Johnson	Boyce	ORD
1566	Huff	Jessica	ORD
1567	Schlecht	Juliana	ORD
1568	Freeman-Ficklin	Maxine	ORD
1569	Davis	Oren	DFW
1570	Brooks	Cynthia	ORD
1571	Ewing	Patricia	DFW
1572	Sullivan	Christopher	DFW
1573	Shelton	Donna	DFW
1574	Lustgarten	Peggy	ORD
1575	Isler	Cindy	DFW
1576	Heffelman	Yvonne	DFW
1577	Tone	Nan	LGA
1578	Kelso	Mandy	DFW
1579	Davis	Pamela	DFW
1580	Sincharoen	Saranya	ORD
1581	Dolan	Rachel	DFW
1582	Sullivan	Ruben	LGA
1583	Gillen	Megan	DFW
1584	Edgehill	Christian	DFW
1585	Anderson	Alexandra	ORD
1586	Barnes Jr	Joseph	ORD
1587	Hernandez Duran	Gaspar	DFW
1588	Morris	Jumeta	ORD
1589	Buettner	Betsy	DFW
1590	Milan	Charlene	DFW



1591	Schulman	William	LGA
1592	Holub	Stephan	DFW
1593	Leaman	Loretta	DFW
1594	Truskowski	Krzysztof	DFW
1595	Randle	Lydia	DFW
1596	Gutierrez	Marlon	DFW
1597	Bruder	Joshua	ORD
1598	Berrios Santos	Coral	DFW
1599	Nuno	Jennifer	DFW
1600	Edmonds	Jontae	ORD
1601	Smith	Felicia	ORD
1602	David	Shenice	DFW
1603	Berrong	Alexa	LGA
1604	Morales Gonzalez	Coralys	ORD
1605	Glenn	Kenashia	ORD
1606	Zimmerman	Sara	DFW
1607	Phillips	Simone	DFW
1608	Wachholtz	Morgan	ORD
1609	Styffe	Tori	DFW
1610	Ibarra	Leonardo	ORD
1611	Connors	Linda	DFW
1612	Cowin	Deborah	ORD
1613	Patino	Joyce	DFW
1614	Steffen	Todd	ORD
1615	Cains	Ivonne	DFW
1616	Toro	Jomarie	DFW



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## Contract Info Card #1

### Topic: Reserve Preferencing

***Q: I submitted four different preferences for next day pairings and I'm the most senior Flight Attendant on Reserve in my base. Why didn't I get my first choice preference?***

**A:** Seniority only plays a role in the assignment of pairings on the first day of each bid period. For the remaining days in each bid period, Reserve Flight Attendants in each domicile will be placed on one list in the inverse order of accumulated credited hour for the month, i.e., least time flown is first on the list (reference Section 9.C.1. & 2.) This is known as time balancing.

***Q: I proffered for several different pairings and didn't receive any of them. Why not?***

**A:** The first thing to remember is that we do not have a **proffer** system of assigning pairings. Instead, we operate under a system in which Reserve Flight Attendants may submit a list of pairings from open time that they would prefer. Crew Scheduling will process reserve assignments in least time accrued order assigning pairings based on Flight Attendant preferences while also taking your days of availability into account.

**Example:** If you have preferenced for all three-day pairings and you only have two days of availability left, your preference will be passed over.

While the contract does not require the Company to absolutely grant each Flight Attendant's preference it does require them to use their **best efforts**.

**Example:** If you are the Flight Attendant with the least time accrued, thereby placing you first on the time balancing list, and you preference for three different pairings all of which you are legal and available for, and do not receive any of them, you may be able to show that Crew Scheduling did not use their best efforts to honor your preference. You should also note that if you are the only Flight Attendant with 4 days of Reserve availability and there is a 4-day pairing open, you may be assigned to that pairing, even if you did not preference for it.

***Q: I don't think that Crew Scheduling used their best efforts to honor my preference. How can I prove this?***

**A:** Start by printing a copy of the HI33 for the day in question. This will show each Flight Attendant's credited hours. Next print a copy of the open time that has been processed for that day. The DECS entry is *N3D/base//date*. This list will show who was actually awarded the pairing(s) you preferenced. If the pairing(s) were given to someone with more hours, and you were legal, available and had at least the same amount of days of availability for the pairing(s), you should have the proof you need to show that Crew Scheduling did not use their best efforts to honor your requested preference.

***Q: During the preference window today, I submitted my preference for RAP 2 for tomorrow. Since the day after that is my day off, Scheduling said I wasn't legal for that shift because it ends at 0100. They assigned me RAP 1 instead, is this correct?***

**A:** It is correct, if you are legal for RAP 1. However, there are times when you may not be legal for either RAP 1 (generally due to rest requirements) or RAP 2. In these cases, Crew Scheduling will create and award a modified custom RAP 3. This RAP may still be 15 hours in duration but the start/end times of this customized RAP shift will differ from the start/end times of the published RAP 1 & RAP 2 shifts. For example, you could be assigned a RAP 3 shift beginning at 0900 and ending at 2400. This is still 15 hours in duration but the end time does not bleed over into your day off.



## Contract Info Card #2

**Topic:**  
**Reserve, Open Time and  
Flying on Days Off**

***Q: Can I pick up OT on my day(s) off or on a Golden Day(s)?***

**A:** Yes, you can. However, once you pick up Open Time, whether on a day off or on a Golden Day, you have now placed yourself into an “available” status. While Crew Scheduling may not give you any additional Reserve flying on those days, you will be subject to possible extension, assigned new flying or junior manning in accordance with the provisions of Section 8 of the contract.

***Q: I picked up OT on my day off and Crew Scheduling extended me. Can they do this?***

**A:** Yes. It is not uncommon for Flight Attendants to believe that when they pick up OT, they are somehow immune to or shielded from extensions, assigned new flying or Junior Manning. This is simply not true. Once you pick up time you are available. However the company must follow the Extension/Junior Manning parameters of Section 8.N. Reserve Flight Attendants who are extended (only on OT) or junior manned on a day off, will receive pay and credit above guarantee, at 200% of her/his applicable hourly rate of pay for all hours.

***Q: I picked up OT on my day off and part of it cancelled. Will I receive pay and credit for the time that cancelled?***

**A:** Yes. Reserve Flight Attendants who pick up Open Time on their day(s) off will be treated in the same manner as lineholders and will be credited above guarantee for all hours awarded as open time.

***Q: I'm on Reserve and would like to sign up on the voluntary Junior Manning list for some extra pay. Can I do this?***

**A:** Yes you may be added to the voluntary Junior Manning List, but only if you are on a scheduled day off. You will only be awarded an assignment if it does not conflict with other days of availability in your line.

***Q: Can I trade my Golden Days?***

**A:** Yes. You may trade your Golden Days with another Flight Attendant. You may also trade them with yourself for other days of availability in the current month, however staffing must permit. Blocks of Golden Days may be separated however once the trade/swap is approved, any individual Golden day will lose their "Golden" status. So long as any two or more Golden Days remain scheduled consecutively they will retain their "Golden" status.

***Q: I am a Reserve Flight Attendant and I went to training on my off days. This caused me to go below the contractual requirement to receive 11 days off. What do I do?***

**A:** You are entitled to have any days returned that took you below the contractually required minimum of 11 days off. The entry in DECS is "RF 200 RTD". You will have the option of three different sets of dates to place into the mask indicating when you'd like the days returned.



## Contract Info Card #3

**Topic:**  
**Reserve Availability and Airport Standby**

***Q: I'm assigned a pairing for tomorrow at 1900, do I have to remain available before that time?***

**A:** You are only available to the company during your RAP (reserve availability period). It is possible for the company to assign you a RAP that begins at 1000. In this case you will be required to remain available to the company from 1000 through 1900. Please reference Section 9, paragraph G. If no RAP is assigned or if the Company has assigned you a RAP which is one hour prior to the start of the pairing (in this example 1800) then you do not need to remain available to them.

***Q: I was assigned a pairing but when I got to the airport, it was cancelled entirely. Crew Scheduling then assigned me to airport standby. Can they do this?***

**A:** Yes, you remain available to the company during your reserve availability period (RAP).

***Q: I was assigned a two-day pairing. Once I completed that pairing and called Scheduling to be released, they told me I had to sit standby. Is this legal?***

**A:** No. Crew Scheduling may not involuntarily assign you to perform Airport Standby upon return to domicile at the conclusion of a pairing. You can however, be given an additional flight assignment or released back into Reserve for the remainder of your RAP. Please reference Section 9.C.7 & 9.G. of your contract.

**Q: Crew Scheduling assigned me to Airport Standby five days in a row. Can they do this?**

**A: Yes.**



## Contract Info Card #4

### Topic:

### **Personal Day – Section 10 Contractual Provisions**

Awarding POs has nothing to do with staffing. If you request a PO 24 hours or more before your assignment and the POs are available, they must be granted. If you are being denied a PO due to staffing, please inform the Union.

1. Section 10, paragraph N tells us at each domicile, the Company will process, on a daily basis, a number of POs equal to 1% of the FAs based at the domicile, but in no event fewer than 2 POs. The LEC President (or designee) will, upon written request, be provided with verification from the company that the appropriate number of POs have been processed at the domicile.

**Example:** If there are 440 Flight Attendants based at a domicile, the Company will process at least (4) POs per day at that domicile, provided that at least (4) have been submitted. ( $440 \times .01 = 4.4$  rounded to 4)

**Example:** If there are 480 Flight Attendants based at a domicile, the Company will process at least (5) POs per day at that domicile, provided that at least (5) have been submitted. ( $480 \times .01 = 4.8$  rounded to 5)

2. Additional POs will be processed based on operational needs.
3. For the purpose of processing POs as set forth in paragraphs 1 and 2, above, each day of a PO will be deemed a separate PO and count towards each day's cap.
4. A PO will not be processed unless it is submitted at least 24 hours in advance of the scheduled report time of a pairing or scheduled start of a reserve availability period (RAP).
5. Properly submitted POs will be processed on a first come, first serve basis.
6. A Flight Attendant will not be eligible to take a PO until he/she completes probation.
7. A Flight Attendant may, at his/her option, elect to convert a PO to a Personal Vacation Day (PVD). Such conversion will count towards the annual maximum of 6 PVDs that the Flight Attendant may take. A conversion must be submitted prior to the **5th day** of the following calendar month.
8. An unconverted PO will be unpaid and considered an attendance occurrence for disciplinary purposes.



## Contract Info Card #5

### Topic:

### Personal Day - Section 10 Q & A

***Q: How do I submit a request for a PO?***

**A:** There are two methods. You may submit an “**RF 200 POV6**” message or you can just call Crew Scheduling and request the PO for the day you need it. They keep track of how many POs are available to give out at each base. If it’s available, it will be awarded on a first come, first serve basis. Remember it is an attendance occurrence unless converted to a PVD.

***Q: What if I want to convert the PO to a PVD, do I have to wait for approval?***

**A:** No, there is a space on the “**RF 200 POV6**” form that allows you to let Crew Scheduling know of your intent to convert. Simply check the box provided on the form if you wish to immediately convert the PO to a PVD. Make sure to keep a copy of your request for your records. The request to convert can’t be refused unless you have used your maximum yearly allotment of 6 VAC days. Remember it is your responsibility to keep track of how many VAC days you have used for the PO/PVD conversion. You will need to request the conversion no later than the 5th day of the month following the month in which you took the PO. For example, if you took a PO on March 15th, the request to convert it to a PVD must be made no later than April 5th.

***Q: Can I change my mind and give back the PO I requested once it has been approved?***

**A:** No. Once a PO has been approved, it cannot be rescinded. You may convert it to a PVD if you have a sufficient number of PVD days left with which to convert the PO dates.

**Q: *Can I non-rev travel on a PVD or a PO?***

**A:** The Company's travel policy does not permit pass travel on unscheduled or unauthorized absences from work. The Company does permit travel on PVDs and POs converted to PVDs. In addition, by virtue of an arbitration ruling, POs are not considered unscheduled or unauthorized absences from work and as a result, not subject to restriction of pass travel.

**Q: *If I'm granted POs for a 3-day pairing, how many POs count toward my attendance?***

**A:** It will be counted as 1 PO occurrence for purposes of the Company's attendance policy.

**Q: *What if I want to convert the PO to PVDs?***

**A:** In the case of a three-day pairing, it will be considered as 1 PO attendance occurrence but if converted to PVDs, you will have to use 3 PVDs (days). A PO converted to a PVD will not count as an attendance occurrence for purposes of considering discipline.

**Q: *How will my PO pairing removal be counted towards the domicile's 1% daily cap?***

**A:** Each day of a pairing removed, will be counted towards the domicile's 1% cap on a daily basis. It is also important to note, if you are removed from a portion of a pairing, the connecting/ incidental overnighting leg(s), also removed in order to accommodate a PO day(s), will be counted towards that date's daily 1% cap. For example, if you want to be removed from the first day only of your three-day pairing, this requires both the leg into the overnight as well as the leg out of the overnight, the following day, to be removed. That leg out of the overnight on day two of the pairing will count towards that day's daily 1% domicile PO cap. The request may also be denied if the cap has been reached on day one or on day two of the pairing in this example.



## Contract Info Card #6

### Topic: Reserve Time Balancing and Credit Provisions

***Q: What do I look at to determine where I'm at on the time balancing list?***

**A:** You may view the time balancing list while in DECS mode by entering **HI33/D/(Date)/R** into the computer. The HI33 list is an ever-changing list. The list will regenerate itself after each Flight Attendant has completed a pairing and the time is credited to her/him (this is in real time). The only hours that are added to Flight Attendants after midnight are sick hours. Crew Scheduling pulls a list at 2100 each night and this is the list that will be used by Crew Scheduling for assignments made between 0400 and 0430 the next day. Then, when the new shift begins at 0430 a new list will be pulled and used for all reserve assignments thereafter. However, the list will not re-order itself until after 2400 CT each day. When issuing next day assignments, Crew Scheduling will pull the list at 1400 CT. Whatever order the list is in at that time is what Crew Scheduling will rely upon when determining the next day assignments.

***Q: What counts towards my credited time for purposes of time balancing?***

**A:** Pursuant to Section 9.C.2 you will accumulate all known credit hours. The following list of removal codes will provide credit for time balancing in addition to actual flight hours flown:

BR – Bereavement Pay	SA – Special Assignment
CI – Critical Incident	SF – FMLA use Sick Pay
CD – Career Decision Day	SK – Paid Sick
DR – Restricted Duty	SR – Sick Reserve Paid
F6 – V6 due to FMLA (next year)	TD – Travel Day
ID – Injury on Duty	TR – Training
IS – Injury Sick	V6 – Paid Vacation Day
JD – Jury Duty	VC – Vacation
PM – Paid Move Day	VF – FMLA use Vacation Pay
PU – Paid Union	WP – Paid Witness
PW – Pay Withheld	* <b>Additional codes as identified.</b>

The time will not be credited to you until after you have completed the flight assignment or taken the vacation, attended the training, etc.

***Q: I was assigned a pairing, went to the airport and signed in for the pairing, but the entire pairing canceled. I performed no flying. Will I receive any credit for this?***

**A:** Pursuant to Section 4 paragraph D.1., you will be credited with one hour (1:00) of applicable flight pay. You will need to send an “**RF 200 NOGO**” message to Pay Comp to receive this pay credit. The time will not be credited towards your total accumulated credited hours for purposes of time balancing.

***Q: Do I receive any pay or credited time for completing an Airport Standby Shift?***

**A:** There is now a provision to provide a pay credit. However, you will receive the greater of any time flown or the VOD (3:45) for purposes of pay and credit for each Airport Standby shift.

***Q: Will I receive 50% credit for time spent deadheading towards my time balancing credit accrual?***

**A:** Yes.

***Q: I am a Reserve Flight Attendant and the three-day pairing I was assigned, canceled in domicile on the first overnight. Scheduling sent me home and told me to come back and pick the pairing back up beginning with the first leg out the next day. I noticed that my three-day pairing had been changed and separated into a one single-day pairing and a two-day pairing. My per diem did not continue uninterrupted for the duration of the originally scheduled three-day pairing? Is this correct?***

**A:** No. Section 7.C.4., applies to Reserve Flight Attendants as well as Lineholders. In the event a Reserve F/A who has been assigned a pairing experiences a pairing split in domicile, Crew Scheduling has three options available to them. They may assign new flying, assign a completely new pairing in accordance with the time balancing provisions found in Section 9 of the Agreement or they may keep the Flight Attendant on the same pairing with the canceled overnight and continue her/his per diem.



## Contract Info Card #7

**Topic:**  
**Scheduling (Section 8)**

***Q: I'm flying a pairing on a two Flight Attendant aircraft. Our next turn has cancelled and Crew Scheduling notified me that they've assigned me new flying, but they did not assign anything to my flying partner. I'm the senior Flight Attendant, shouldn't I get a choice?***

**A:** Yes, Section 8.F.5 provides us with guidance. Both Flight Attendants may be assigned new flying as a result of their cancellation. If only one assignment is available, the senior will be able to choose whether or not to work the new flight assignment. In instances where assignments are available for both Flight Attendants, choice of the available assignments will be provided in seniority order.

***Q: I was just extended and there was a Standby Reserve at the airport. Can Scheduling do this?***

**A:** You cannot be extended or junior manned when there are legal and available Airport Standby Reserves. The key words here are “legal and available.” Just because you see a Flight Attendant at the airport on a Standby shift, does not mean they are legal and available. They may have been given an assignment and are just waiting for their first flight to depart or they may be illegal for the assignment for which you are being extended. Reference Section 8.N.

***Q: I am a Reserve Flight Attendant and at the conclusion of a three-day pairing that was assigned to me while I was on days of availability. Crew Scheduling assigned me to another turn. Isn't this an extension? Shouldn't I receive the premium pay for extension?***

**A:** No, this is not an extension. Per Section 9.C.7. and 9.G., you may be given an additional flight assignment. Since you are on a day of Reserve Availability, this is not considered to be an extension. It is simply an additional flight assignment. However, if you are concluding a pairing you picked up OT on your day(s) off and Crew Scheduling attempts to assign you to an additional turn, you should first notify them that you are not on Reserve Availability day and are therefore not subject to receive additional flight assignment pursuant to Section 9. Once you have cleared up the fact that you are not on Reserve that day, you may still be subject to an extension, provided the parameters of Section 8.M. & 8.N. have been appropriately followed. If you are extended under these circumstances, you will be paid the premium rate of pay above guarantee.



## Contract Info Card #8

### Topic:

### Scheduling (Section 8)

***Q: I put in for a drop and it was denied. However, my friend had a PVD approved over the same days. Which one takes priority?***

**A:** Since the implementation of automation (ASES), lineholders must submit requests for full pairing drops through the automated system. Partial Pairing drops and Reserve Day drops will be submitted to the Swaps/Drops department for manual processing. Manual transactions, such as the PVD in this scenario, are to be processed by Swaps/Drops as received on a first come first serve basis.

***Q: How does PBS bidding work and when do I have to bid?***

**A:** Bidding now is a 2-step monthly process and the following is a bullet point of our current bidding process:

- *Pre-bid window opens on the 10th at noon CT. Pre-bid options will include available CDOs, RBLs, RWOs and STBY. (Reference section 8, for more information on the available options for pre-bid.)*
- *Pre-bid window will close on the 13th at noon CT and awards will be posted no later than noon CT on the 14th. Pre-bid protest opens on the 14th at noon CT and ends on the 15th at noon CT, and all protests are complete at noon CT on the 15th. On the 15th at noon CT, all pre-bid awards are final.*
- *On the 15th at noon CT, PBS bidding will begin for everyone else who did not hold a pre-bid line. The only exception are those who were awarded standby, this is a status and you will still bid in PBS. If you are able to hold a line, the standby status goes away, but if not the reserve days awarded will be converted to the standby status you were awarded during pre-bid.*
- *PBS bidding will be open until the 20th at noon CT and once PBS closes, the system locks those bids for the use of the JPBSC to begin the runs. Once bids close, the FOS lockout will begin from the 20th at noon until the 23rd at noon CT, for any transactions that touch the 25th and beyond of each month. On the 23rd at noon CT, you will be able to use full automation for the remainder of the current bid month.*
- *Starting on the 20th at noon CT and for the next 48 hours, your team will work on finding the best run for each base that provides the needs of our members and the staffing targets the company requires.*
- *On the 22nd at noon CT, the JPBSC will post the awarded bid for viewing on the PBS website. You will then be able to protest your awarded bid from the 22nd at noon CT until the 23rd at noon CT. All protests will be attempted to be answered by the 24th at noon CT (there are cases that require the assistance of NavBlue, which tends to take a few days to get a reply).*
- *On the 24th at noon CT, all awards will be posted via FOS to DECS and viewable on our HI2. All automation functions are also available at this time for the remainder of the current month and the following month's transactions.*



## Contract Info Card #9

**Topic:**  
**Section 34 Hotel**

***Q: My flight got cancelled and now I have a 6-hour sit at the outstation. I called Crew Scheduling to ask for a hotel room and they told me I couldn't have it. The contract says I am entitled to a day room if my ground time is scheduled for or anticipated to be more than five hours. Why can't I have the room?***

**A:** Section 34.A.2 does entitle you to a day room whenever your ground time out of domicile (can be an outstation or a domicile other than your own) is scheduled for or anticipated to be more than 5 hours. This includes the assignment to new flying period found in Section 8.F.2.g. A Flight Attendant may be required to remain at the airport for the 2-hour assignment to new flying period in Section 8.F.2.g; however, if there are no flights scheduled to arrive or depart from that airport during the two (2) hour period, or if she/he requests to be, and is, released by Crew Scheduling, the Flight Attendant will not be required to remain at the airport for the two (2) hour period and will be provided the day room. The Company may require you to share a day room but only when both Flight Attendants are of the same sex.

***Q: My overnight pairing canceled and split in my domicile. I am a commuter and do not live in my domicile. Will the Company provide me with a hotel room?***

**A:** You are entitled to a hotel room if the actual rest period has been rescheduled as a reduced rest, but you must ask Crew Scheduling for the room. If the overnight is more than a reduced rest, you can still ask for the room, but it will be given at the Company's discretion. However, if your pilots are given a room, you should also be provided one.

***Q: There was bad weather and our flight had to divert. We ended up spending the night in a different city than where we were originally scheduled to overnight. I tried to contact API for hotel accommodations but they said I had to call Crew Scheduling. Then Scheduling told me there was no supervisor on duty that could help me. What am I supposed to do?***

A: The appropriate party to contact is Crew Scheduling. Section 34.A.5., requires the company to provide hotel accommodations that meet all of the minimum standard requirements as set forth under the contract in the event of an unscheduled layover and/or when the need arises to secure an unscheduled hotel. Crew Scheduling or an appropriate Company representative will be authorized to secure the appropriate hotel accommodations. If unable to reach scheduling, you can call your local base emergency phone, you can locate the numbers on the Flight Service website.

***Q: The bed in my hotel room had bed bugs. Don't we have any minimum standards for the hotels we use?***

A: Under our new contract we do have hotel standards. Please refer to Section 34.D. of your contract for a complete list. Any hotel not meeting the appropriate standards should be reported to API. AFA is provided with copies of all reports you submit and has the ability to assist in the resolution of these types of issues.

***Q: The hotel I'm scheduled to stay at tonight doesn't have any water. What happens now?***

A: Please refer to Section 34.E. of the contract for a complete list of procedures. If the Company knows in advance that this condition exists they are responsible for finding an acceptable alternative hotel. If one cannot be found, then following your return leg to domicile the next day, you may opt to be removed with pay from the remainder of that day's flying including the incidental return leg to domicile following your next layover.



## Contract Info Card #10

**Topic:**

**Pairing Trades With Open Time Card I**

### ***Automated Transactions***

***Q: When does Pairing Trade with Open Time start each month?***

**A:** The very first opportunity you'll have as a lineholder, to pairing trade with open time for the following month will be the 24th at 1200 noon CT. Full automation functionality will be turned on after the bids are final on the 24th of the month. Remember, during the PBS awarding process, there is a FOS lockout for all automation transactions. From the 20th through the 23rd you can submit manual transactions as long as they don't touch the 25th and beyond. The Company sends e-mail reminders each month in which they provide notification of the exact opening dates for both of these operations.

***Q: I just saw a pairing for tomorrow that I would really like to have. Can I Pairing Trade with Open Time for it?***

**A:** Yes, however requests must be submitted no less than 1200 noon CT the day prior to the start of the original pairing(s) or the new pairing(s) whichever is earlier.

***Q: I submitted a pairing trade through Automated System but it was denied because the lights were red. I was trading away a two-day pairing and picking up a four-day pairing. Wouldn't that help staffing?***

**A:** It depends on the dates in question. Each request is unique. The plotter evaluates staffing for each date the pairing operates. Some pairing trades may be allowed if the dates you wish to acquire during the trade are “redder” than the dates you are attempting to give away. The “Red for Red Trading Rules” from the automation user guide are as follows:

- Same Date Trades
  - ⇒ If same start date and same end date, then no restrictions.
  - ⇒ If same start date but different end date, then allow trade if pickup pairing is redder than drop pairing.
- Overlapping Trades
  - ⇒ If overlapping (where both pairings operate on at least one common date), then allow trade if pickup pairing is redder than dropped pairing.
- Different Date Trades
  - ⇒ For different dates (pairings operate on mutually exclusive dates), allow trade if pickup pairing is redder than dropped pairing.

***Q: Can I trade for a pairing at another base?***

**A:** Section 8.J.1.a. of the contract permits pairing trades with open time for full pairings, however the new pairing must originate and terminate in the same domicile. However, Section 8.L. does permit out of base trades and optional exchanges with Flight Attendants from another domicile. Out of base transactions must be submitted manually.

***Q: I have a Position 1 on my pairing. I see that Position 2 is open. Can I trade positions?***

**A:** Yes, this can be accomplished through automation so long as you are trading full pairings.



## Contract Info Card #11

### Topic:

### **Pairing Trades With Open Time Card II** **Automated Transactions**

***Q: Can I use the automated system to trade a 3-day pairing that starts on 30 June for a 2-day pairing that started on 28 June? Why?***

**A:** Yes, the ASES system is programmed to allow full (not partial) pairing trades between pairings that are scheduled to operate beginning in the current month and ending in the next month. Staffing levels must permit and all legalities must be met for the trade request to be approved. Reminder, during the PBS awarding process, we are in a FOS lockout and no automated transactions will be allowed, i.e. trades, pickups & drops.

### **Manual Transactions**

***Q: I wanted to trade 2 two-day pairings for 2 four-day pairings, why wasn't my trade approved?***

**A:** You should have submitted two "RF 200 TTOT" requests – the first one would be to trade 1 two-day pairing for 1 four-day pairing and a second request to trade the other two-day pairing for the other four-day pairing.

***Q: I wanted to trade my two-day pairing for another two-day pairing in open time. I was told that such a transaction would conflict with an existing two-day pairing, already scheduled in my line. I don't understand because I would have 2 hours between the end of one pairing and the start of the next. Why wasn't my trade approved?***

**A:** This type of transaction cannot be done through automation. A manual request must be submitted. It will require Swaps/Drops to merge/combine the pairings into a four-day pairing since a legal rest break is not present between the original pairing and the open time pairing. All other legalities must also be met in order for these pairings to be combined.

***Q: I wanted to trade my four-day pairing worth 15.06 hrs for 2 two-day pairings worth 10.00 hours apiece. When I looked at the pairings I was awarded, one was worth 10.00 hours but the other was only worth 7.30 hrs. What happened?***

**A:** TTOT requests are processed as received on a first-come, first-serve basis. It is possible that another FA picked up part of the pairing, reducing the hours available.

***Q: How can I prevent this from happening again?***

**A:** Each base uses its own RF mask. For example, if I am based in ORD, the form I will use is "RF 200C TTOT." DFW will use "RF 200D TTOT." Beside each SEQ. of the TTOT form, you will see "FOR HH.MM." Providing the exact time, in hours and minutes, for the pairing you are trading for (example: 20.05), will ensure a pairing will not be awarded unless it meets the time you have specified.

***Q: Can I trade four single day pairings for a four-day pairing?***

**A:** Yes, multiple pairings can be traded for a single pairing. (Example: four 1 day pairings can be traded for one 4-day pairing.) Similarly, a single pairing can be traded for multiple pairings. (Example: one 4-day pairing for four 1-day pairings.) Such trades must be done manually and will require you to send an RF or email message to Swaps & Drops.



## Contract Info Card #12-1

**2-Hour Reserve Call-Out: Section 9.E.** Reserve Flight Attendants will be given a 2-hour call-out period prior to the Check-in time of the flight they've been assigned. Additionally, once Crew Scheduling has paged or left a telephone message for a Reserve Flight Attendant on-call, they will have fifteen (:15) minutes to respond. These fifteen minutes will be deducted from the 2-hour call-out time.

**Open Time-Blocking: Section 8.G.7.a.** The Company will notify Flight Attendants of their intent to block OT as far in advance as possible, prior to the opening of Automation (ASES). The Company will notify Flight Attendants when OT is blocked and unblocked, via Company email (HI6), and these HI6 messages will be time-stamped. If a date that had been previously blocked subsequently becomes unblocked, the Company will begin to process all manual transaction requests submitted and on file, on a first-come, first-serve basis, in the order they were received.

**Permanent Vacancies: Section 15.A.2** In the event a permanent vacancy occurs, the Company will post the vacancy for a minimum of 14 calendar days on Company email (HI6) and AVRS. Permanent vacancy(s) bid will be reviewed and awarded in seniority order, by the 10th of the month, two (2) months prior to the effective month of the bid (e.g. by October 10th if December is the effective month of the bid.)

**CQ Hotel:** In addition to your 4 monthly commuter hotels, contractually you are also able to request a hotel for CQ if you are based in DFW. In order to make such request, you must live 50 miles or more from the Envoy training center. You can find more information on requesting a room, on the CQ training site.

**Preferential Bidding System (PBS) 8.B.:** Regular bidding will begin each month on the 15th at noon and close on the 20th at noon, each month. Pre-Bid options can be bid from the 10th at noon until the 13th at noon (RBL, RWO, CDO & Part-time).

**Minimum Credit Option:** Contractually each base will have 5% of the population holding a min-credit line, if bid for. Minimum credit lines start at 65 hours and cap at 91 hours. Minimum credit lines are guaranteed at 75 hours for pay and credit purposes.

**FOS Lockout:** There are allowed transactions to continue through the FOS lockout for the 21st - 24th. No transaction can occur if it touches the 25th of the month, as that could have an impact on the 7-day look back. In addition, you can utilize the provisions of section 8.H. to call Crew Scheduling to have them process a transaction after 1200 noon for the following day's operation. Remember, this is only for pairings from the 21st - 24th. No transaction will be processed if it touches the 25th and beyond.

**Bid Protest:** After each bid window closes, the protest period begins and lasts for 24 hours. Pre-bid protest window opens each month on the 13th at noon and closes on the 14th at noon. Regular bid protest window opens each month on the 22nd at noon and closes on the 23rd at noon. A bid protest must be sent in order to address the potential issue by the JPBSC. If a bid protest is not sent in during the 24-hour protest window, it will not be accepted by the JPBSC.

**Non-Commuter Hotels:** What is a non-commuter hotel? In section 34.A.3. states a Flight Attendant will receive no less favorable than a pilot when the crew loses an overnight. ALPA has since enhanced their contractual language to always provide a room in base when they lose an overnight if requested. If you and your crew lose an overnight due to irregularity causes, make sure you either send your RF message and check the non-commuter box or call the hotel desk.



## Contract Info Card #12-2

**Open Time – Section 8.G:** Automation with full functionality will open at 1200 noon CT on the same date the final bid awards are published. All transactions that can be accomplished through automation should be done through ASES and should not be submitted for manual processing.

Manual transactions, such as partial drops/pick-ups and Reserve schedule changes, will also be accepted beginning at 1200 noon CT on the same date the final bid awards are published.

Manual transaction requests will be processed as received on a continual and first-come, first-served basis.

Both automated and manual next-day transactions must be submitted no later than 1200 noon CT, the day prior to the start of the original pairing or the new pairing, whichever is earlier.

**Exception:** You may submit a request for OT after 1200 noon CT today, for a pairing that is scheduled to begin tomorrow, but it will be awarded at the Company's discretion only. You see, between 1000 and 1800 CT each day, Crew Scheduling is in the process of plotting and assigning the next day Reserve assignments. The time you are interested in picking up, may have already been assigned to a Reserve Flight Attendant.

**Personal Emergency (PE) Leave – Section 10.O.:** Requests for PEs can only be approved by the Crew Scheduling supervisor on duty or a Flight Service manager. Such requests can only be made during a pairing, reserve availability period (RAP), or airport reserve period or less than 24 hours prior to the next scheduled report time of your pairing, airport reserve period or RAP. A PE is not an attendance occurrence nor is it a paid absence. You may convert a PE to a PVD no later than the 5th of the month following the month in which you took the PE. Please refer to Section 10.O.2 and 3 for a list of qualifying events for which a PE will be granted. PEs are processed on demand.

**Personal Off (PO) – Section 10.N:** You may not submit a request for a PO any sooner than 1200 noon CT on the day the next month's contractual PBS awards are final and published. The PO must fall within that month's contractual bid period. For example, let's say that the December PBS awards were final on November 24th and the contractual bid month is December 2 - 31. This means that your PO request cannot be made any sooner than 1200 noon CT on November 24th and the date(s) of the PO you are requesting must fall within the dates of December 2 - 31. Additionally, requests for POs must be submitted at least twenty-four (24) hours in advance of the scheduled report time of your scheduled pairing or RAP. POs are processed as received on a first-come first-served basis, daily during normal Swaps/Drops operating hours. PO approval is not dependent upon staffing, but a PO can be denied if more than 1% of the Flight Attendants at your domicile have already been given a PO. A PO is an attendance occurrence and it is an unpaid absence. You may convert a PO to a PVD no later than the 5th of the month following the month in which you took the PO.



## Contract Info Card #12-3

**Personal Vacation Day (PVD) – Section 10.M.:** Requests for PVDs may be submitted at any time via the Company’s computer system (“RF 200 PVD”) or by email. Swaps/Drops operates from 0600 to 1400 CT, during this time PVDs will be processed as they come in. You will be notified if your PVD has been granted, no later than 2400 CT on the day it was submitted. PVDs may be denied due to staffing. You are only entitled to six (6) PVDs per year, to be deducted from next year’s vacation accrual.

**Reserve Assignments (Reserve Preferencing) – Section 9.C.3-4:** Each day, Reserve Flight Attendants may submit preferences for specific pairings between the hours of 1000 and 1400 CT. Reserve assignments will be issued by Crew Scheduling at 1800 CT. A Reserve Flight Attendant can check to see what they have been assigned via either AVRS or DECS between the hours of 1800 and 2200 CT. However, only AVRS will confirm receipt of the flying assignment.

**Note:** Pairings may change from the time you viewed them in OT and the time they are assigned because other Flight Attendants are still able to do next day TTOT and OT pick-ups until 1200 CT.

**Reserve Drops – Section 8.K.2 & 9.B.3:** A Reserve Flight Attendant may submit a request to drop a reserve duty day(s), however the request will be processed no more than 48 hours prior to the start of the reserve duty day for which the drop is requested. Reserve drop requests are done on a first-come first-serve basis based on staffing and are processed daily during Swaps/Drops operating hours between 0600 and 1400 CT. (Note: Swaps does not take calls the last 3 days of the bid month.)

After the monthly bids are awarded and you wish to drop a reserve day(s) in the following bid month, you can submit a drop request beginning at 1200 noon CT on the date the final bid awards are published. Drop requests submitted prior to this time will be discarded. Additionally, Section 9.B.3. permits a Reserve Flight Attendant to request an early release from a reserve day of duty. When Crew Scheduling grants such a request, no time or pay will be deducted from the Flight Attendant.

**Reserve Slide – Section 9.K:** A Reserve Flight Attendant may request to “slide” the beginning or end of her/his block of reserve days and such requests will be granted to the extent that it does not compromise reserve coverage. Requests can be submitted beginning at 1200 noon CT the date the final bid awards are published and will be processed daily as received during Swaps/Drops operating hours between 0600 and 1400 CT.

**Reserve Trade With Themselves – Section 8.I.8:** Reserve Flight Attendants may request that a day off be moved to another day within the same bid period and such request will be granted if the Company determines that staffing permits the movement of the day off. Requests can be submitted beginning at 1200 noon CT the date the final bid awards are published and will be processed daily as received during Swaps/Drops operating hours between 0600 and 1400 CT.

**Rest - Training – Section 19.J:** The Company will provide at least ten hours (10:00) of rest after each day of training, which can be reduced to nine hours (9:00) rest after the last day of training only.



## Contract Info Card #12-4

**Rest In Domicile – Section 7.E.2:** All lines will be constructed with at least 10 hours rest between pairings in domicile, however schedules don't always turn out as planned. F/As are entitled to 10 hours rest in domicile prior to next duty assignment and in between CDOs. Reserve F/As are entitled to 10 hours of rest between pairings, airport reserve assignments and a pairing, a pairing and an airport reserve assignment or within a pairing prior to duty on the next calendar day. If you have not been given 10 hours of rest, you must notify Crew Scheduling of your desire to provide it within 1 hour of your release time. **Note:** 10-hour rest is not required between pairings on the same calendar day.

**Return Days – Section 7.D.5.a:** Flight Attendants will be guaranteed a minimum of eleven (11) days off at her/his domicile each month. No Flight Attendant will be required to work on more than two (2) of these guaranteed days off in any given bid period. When you are involuntarily required to fly on a scheduled minimum day(s) off in a bid period, you may reschedule the day(s) off during the current bid period, but no later than the following bid period. Requests for return days may be submitted anytime via “RF 200 RTD” and such requests will be processed daily as received during Swaps/Drops operating hours between 0600 and 1400 CT. Per Section 7.D.5.c. you may also, in lieu of the day off, request to be paid 3.45 hours above guarantee.

**Swaps and Drops Desk Hours:** The desk operates from 0600 until 1400 CT, seven (7) days a week. The phone lines are open from 0600 until 1400 CT. (Note: Swaps does not take calls the last 3 days of the bid month.) Flight Attendants can still submit requests via RF messages or personal email message after these hours.

**Temporary Vacancies/TDY Bidding – Section 15.B.3-4:**

Bidding for TDY will commence no later than the 7th of the preceding month in which the TDY will be offered. Bidding will close at 1000 CT on the 10th of the month preceding the month in which the vacancy/TDY will be offered and the TDY bids will be awarded at 1200 noon CT on the 10th as well. TDY will be awarded in seniority order from among the Flight Attendants who bid for the vacancy/TDY at the bases at which the vacancy/TDY was offered. If you are awarded TDY, you will be provided a bid packet for the base where you will be temporarily transferred and you will bid for and be awarded a line based on your seniority in the same manner as any Flight Attendant based at that domicile.

**Training Bidding – Section 19.A:** The Company will publish the recurrent training dates and list of Flight Attendants required to attending training on the Flight Service website, two (2) months prior to the applicable training month (i.e. In March, the Flight Service website will include May training dates available for bid and names and priority (i.e. early or base month) of eligible Flight Attendants.) Training dates will be awarded in seniority order to Flight Attendants in the order of her/his training month priority: 1. Base Month; 2. Grace; 3. Early Month. If a Flight Attendant fails to submit a bid prior to the monthly training bid closing time or fails to indicate training preferences on the bid, she /he will be assigned training dates. **Section 19.B.:** Once training dates are awarded, F/As may submit a change of date(s) request. Such requests will be processed so long as they are received by the date the bids close in the month prior to the training month. If class space is available, the Company will grant such request.



## Contract Info Card #12-5

**Pairing Drops – Section 8.K.:** Both Full and Partial Pairing Drops may be submitted at any time beginning at 1200 noon CT on the 24th when bids are final. Full pairing drops must be submitted through Automation (ASES) and are processed on a continual basis and are evaluated for approval or denial based on the staffing available when processed.

Partial drop requests must be submitted manually either via RF message or email and are processed as received on a first-come first-serve basis. Drops are processed during normal Swaps/ Drops operating hours between 0600 and 1400 CT daily (Note: Swaps does not take calls the last 3 days of the bid month).

**Note: Same day pairing drop requests must be done by telephone and followed up in writing.**

If Staffing does not permit the manual drop request to be approved at the time it is processed, you will be sent an email notification of denial. You may re-submit the request at a later date since staffing levels change and are re-evaluated throughout the course of the day.

**Drop Before Training – Section 19.D:** A Flight Attendant may drop the day immediately preceding the first day of CQ training. You must submit this request on your CQ training bid (“RF 200A REC”). This is the only time you will be able to make such request as this is an unpaid absence in PBS.

***Pairing Trades/Optional Exchanges Between Flight Attendants Full Pairings – Section 8.I.1-2:*** Flight Attendants have unlimited full pairing trade(s) per month and unlimited full OE(s) per month as well, so long as the TT(s) and/or OE(s) are legal and do not create a schedule conflict. Requests will be submitted and processed through the automated system (ASES) and can be done at 24/7 except during the FOS lockout. Requests can be submitted on the day of operation by telephone with the Daily Desk, but must be followed up in writing.

***Pairing Trade/Optional Exchanges Between Flight Attendants Partial Pairings – Section 8.I.3:*** Requests for partials may be submitted via email or computer system (RF) but must be submitted by both the affected Flight Attendants. Requests can be submitted on the day of operation by telephone with the Daily Desk, but must be followed up in writing. Partial trades and optional exchanges are processed daily during normal Swaps/Drops operating hours between 0600 and 1400 CT.

***Pairing Trades/Optional Exchanges Between Reserves Only – Section 8.I.6-8:*** Staffing is evaluated between 0600 and 0700 CT on a daily basis. After that, requests for Reserve OEs, Trades and Reserves trading with themselves are processed daily during normal Swaps/Drops operating hours between 0600 and 1400 CT. (Note: Swaps does not take calls the last 3 days of the bid month.) Requests will be approved subject to staffing levels.

***Pairing Trades with Open Time (TTOT) – Section 8. J:*** Full pairing trades with open time that can be accomplished through automation may not be submitted manually. For those transactions that require manual processing, requests may be submitted at any time via email or computer system (RF). Next day transactions will close each day at 1200 noon CT.

The pairings being traded must originate and terminate in the same domicile. Requests for TTOT may be denied due to staffing if the pairing you are trading for operates on a date(s) other than your originally scheduled pairing. However, the request should not be denied if the pairing(s) operate over the same date(s). Automated requests will be processed on a continual basis. Manual requests will be processed daily during normal Swaps/Drops operating hours between 0600 and 1400 CT.



## Contract Info Card #12-6

**Transactions Out of Base – Section 8.L:** Flight Attendants may pick up OT or pairing trade with another Flight Attendant out of base. These out of base transactions must be processed manually. Requests may be submitted either via email or by RF message any time after the final bid awards are published. Next day transactions will close each day at 1200 noon CT. Out of base transactions will be processed during normal Swaps/Drops operating hours between 0600 and 1400 CT daily. Flight Attendants picking up OT shall be provided positive space travel options. However Flight Attendants engaging in exchanges with Flight Attendants in a different domicile will be responsible for their own transportation to and from the pairing.

**Vacation Bidding – Section 10.E:** By October 1st every year the Company will post at each domicile, the projected number of vacation days that each Flight Attendant at that domicile has accrued and available for bid for the following year. At the same time the Company will post all the vacation blocks available for bid at each domicile. The bids will be accepted up to 1200 noon CT on the closing date of November 1st. The vacation awards will be awarded in seniority order at the domicile and will be posted by November 15th.

***Vacation Trades – Section 10.F.1:*** Once vacation blocks have been awarded, you may trade a block of vacation with another Flight Attendant. Proposed trades must be submitted to the Company by 1200 noon CT on the seventh (7th) of the month preceding the first vacation period of the proposed trade.

***Vacation Fly Through – Section 10.D.3:*** Lineholding Flight Attendants may elect to fly some or all of their awarded pairing(s) during vacation. Vacation fly through requests may be indicated in the remarks section of the monthly bid or sent via RF message within 48 hours after the preliminary bid awards have been published.

***Vacation Moves – Section 10.F.2:*** You may request to move an entire block of vacation to another posted and open block of vacation in your domicile, within any calendar year. Requests for vacation moves must be submitted to the Company by 1200 noon CT on the seventh (7th) day of the month in which the move is desired. Vacation moves will be granted in seniority order.



## Contract Info Card #13

### Topic: Compensation

***Q: I picked-up OT which I designated as sick time fly back, to be credited towards my sick bank. Due to weather conditions the whole pairing was canceled. Will my sick bank still be credited with 100% of the flight hrs., even though I was not able to fly the pairing?***

**A:** Yes. Regardless of whether the OT you picked-up was intended for pay, make-up flying or to credit toward your sick bank, the time will be credited for 100% of the hours that were awarded to you.

***Q: In August I was awarded a part-time line worth 42 hours of flying and I picked-up 33 hours of OT. When I received my check on August 15th, I noticed that I had only been paid for 18.75 hrs. Since the total of the hours in my line plus the OT I picked-up is equal to 75 hours shouldn't I be paid as if I had been awarded a 75 hour line?***

**A:** No, for pay purposes you are considered a part-time Flight Attendant for that month. Regardless of whether you are a full time or part time line holder, OT will always be credited to your check at the end of the following month. On the 30th of the next month (September) you will be paid for the OT that you picked-up at the beginning of August. We are paid current and any OT, overage, or under-time will be credited or deducted from your check at the end of the following month. In the example listed above, your end of the month September check would reflect the 33 hours of OT and any regular hours flown above the ½ minimum monthly guarantee for part-time lines (37.50 hrs).

***Q: On Thanksgiving I did an OE with another Flight Attendant who had been scheduled for a daily pairing worth 5 hrs. and wanted to be off on Thanksgiving. When I received my check on December 30th, I realized that I had not been paid the holiday premium rate of 150%. I emailed pay comp and their response was that because I had done an OE to get the pairing that I was not eligible for the holiday premium. I worked on Thanksgiving and shouldn't I be paid extra?***

**A:** Yes. Section 4.N. of the CBA states ***“A Flight Attendant who was on duty on Christmas Day and/or Thanksgiving will receive one and one-half times her/his hourly pay rate as described above for all credit hours worked on such days.”*** So, no matter how you ended up with flying on Christmas Day or Thanksgiving Day you are always entitled to the holiday premium pay rate. NOTE: Reserve Flight Attendants on an at-home RAP do not receive the premium rate unless they are assigned flying.

**Q: It is 2017 and I have just completed 13 years with the company and I looked at the pay scale in Section 4 of the CBA and noticed that there is no column for 13-14 yrs. of service. Will I receive a pay increase?**

**A:** Yes - refer to Section 4.A.2. - this outlines the amount you will receive for thirteen (13) or more years of service.

**Example:** DOS = January 01, 2012

Anniversary Date = March 6

- A 12 year Flight Attendant will receive on January 01, 2017 = \$34.05.
- March 6, 2017 this F/A will receive an anniversary raise to \$34.80.
- January 01, 2018 the F/A will then receive a DOS+ 6 yrs.-1.5% raise to \$35.31.
- March 6, 2018, they will then get an anniversary raise to \$36.06.
- January 01, 2019 the F/A will then get a DOS+7 yrs-1.5% raise to \$36.58.
- March 6, 2019 they will then receive an anniversary raise to \$37.33.
- January 01, 2020 the F/A will then receive DOS+8 yrs - 1.5% raise to \$37.86.
- March 6, 2020, they will receive an anniversary raise to \$38.61.

**Q: My supervisor informed me that there was a suspicion that I had been drinking alcohol on duty. I was then sent to be tested for alcohol use. The test results came up negative. When I received my paycheck the following month I saw that I had not received the \$10.00 compensation for drug and alcohol testing which is provided for in Section 4.J. of our CBA. Why didn't I receive my \$10.00?**

**A:** Since the test was administered because alcohol use while on duty was suspected and therefore the test not random, you are not entitled to the drug and alcohol test pay. Only drug and alcohol tests which are administered **randomly** will qualify for the \$10.00 additional compensation.

**Q: I was overpaid in the amount of \$500.00 and the Company deducted the total amount from my next paycheck. Can payroll do this?**

**A:** Not necessarily, but first we must understand the reason for the overpayment. When a Flight Attendant voluntarily makes changes to her/his schedule, such as pairing drops and pairing trades, in which time is deducted from the guarantee, such instances do not qualify as an "overpayment" for purposes of Section 4.M. When instances of bona fide overpayment occur, such as Company errors, the Company and Flight Attendant must mutually agree to a repayment plan that is reasonable for both parties. There are some guidelines for the repayment amount; it may not total less than \$25.00 per pay period and may not exceed more than 2 years in duration. The amount you have been overpaid is directly related to the repayment amount each pay period. For example, the higher the overpayment amount, the higher your re-payment amount. Meet with your Flight Service Manager to negotiate your repayment plan as soon as you have been notified of an overpayment.

***Q: I had four overnights in Mexico last month. When I received my check on the 30th, I noticed that I hadn't been paid the \$5.00 international per diem for those overnights - as stated in Section 30.B of the contract. Did pay comp make a mistake?***

**A:** No they did not make a mistake. Please refer to Section 30.A. of our CBA. This section advises us which locations are defined as "International." International flying is all flying to or from an international city excluding cities in Mexico, Canada, the Bahamas and the U.S. Virgin Islands. The definition of an international overnight can also be found in Section 2.MM. of our CBA.



## Contract Info Card #14

### Topic:

### Section 8 Scheduling - Extensions (EX)

**Q: I was extended into an overnight out of my base. Crew Scheduling gave me an A-3 pass to deadhead me back to my base 17 hours after my originally scheduled pairing would have ended. The flight was full and since an A-3 pass does not bump revenue passengers, I will not make it on my deadhead flight. If I take the next scheduled flight back to my base I will be arriving 20 hours after my originally scheduled pairing would have ended. What should happen now? Is this legal?**

**A:** No, it is not legal as per 8.N.1.d. of our Collective Bargaining Agreement (CBA). Crew Schedulers are required to provide an A-1 pass when necessary to bring the Flight Attendant back to domicile within the 18 hr. limitation (may not always be necessary as an A-3 may suffice). Scheduling supervisors have the authority to issue an A-1 pass and there is always an acting scheduling supervisor on call. If this is not possible, you will be returned to domicile on the earliest Company or network carrier flight. This 18 hour provision applies to "Back to Domicile Extensions" as well. Please reference Section 8.N.2.b.

**Q: I was the most junior available F/A and was just extended to do a pairing with one leg out but it would require two legs to get me back to base due to the pairing. (Pairing 05007: SJU-XXX-YYY-SJU). My contract states in Section 8.N.1.c. that "such extension shall be limited to one turn" (i.e. one leg out and one leg back to domicile). When I questioned Crew Scheduling they said that my extension is legal and that I need to fly the pairing as it is. Who is right?**

**A:** In this scenario you, the F/A, are correct. Over the course of several CIC (Contract Interpretation Committee) meetings the Association and the Company have reached an agreement that section 8.N.1.c. language will be interpreted as to mean "one leg out and one leg back to domicile". For example: SJU-YYY-SJU. Keep in mind that one leg out may be an overnight assignment.

**Q: Today I was scheduled to fly a one-day pairing. During the course of the day, Crew Scheduling notified me that I was going to be extended into an overnight. Following that assignment to extended flying, the originally scheduled last turn of my pairing was delayed. No new departure time was posted. Instead, the flight was put into "decision time" status. When Crew Scheduling realized that I would not connect in time to work the extension assignment, due to this delay, they removed me from the last turn of my originally scheduled pairing in order to keep me available to work the extension. Can they do this?**

**A:** No they cannot. A Flight Attendant must complete her/his originally scheduled pairing. An extension can only be added to the end of the pairing and within two hours of the Flight Attendant's last arrival into domicile. A pairing may not be adjusted to accommodate an extension. Please refer to section 8.N.1.c. of the CBA.

**Q:** *My line consists of back-to-back sets of 2 day pairings. On day 2 of my first two-day pairing I was extended into an overnight. The contract says that when I return to domicile the Company must release me into rest (Section 8.N.1.f.) I asked Crew Scheduling to provide me with legal rest in domicile per Section 7.E.2.a. & 7.E.2.d. What will happen to the legs scheduled on my next scheduled two-day pairing? I would no longer be able to fly them if I've been put into a rest period? How will I be paid?*

*What if I were a commuter - since I have nowhere to stay during rest and I am legal for my originally scheduled pairing can I request to fly my original pairing(s) instead of going into rest or if I have already misconnected for my original pairing(s) can I request additional extensions?*

**A:** Let's deal with the first set of questions: What will happen to the legs on my original pairing that I will not be able to fly due to the rest period? How will I be paid? Since you have been put into a legal rest period upon arrival back to domicile, the flights which fall within the rest period, will be removed and as per Section 8.N.6.b. of our CBA you will be pay protected for those missed flights.

Now, let's answer the commuter question. Can I request to fly my original pairing(s) instead of going into rest or if I have already misconnected for my original pairing(s) can I request additional extensions? Yes, you may request one or the other solution as long as there is a mutual agreement to do so, between you and the Crew Scheduler. As stated in Section 8.N.1.g.: "with the mutual concurrence of Crew Scheduling, a Flight Attendant may elect to waive the required rest." Once both Crew Scheduling and a Flight Attendant have agreed to waive the rest period, the Flight Attendant will then be able to fly her/his original pairing at the extension rate of pay per Section 8.N.6.b. Additionally, per Section 8.N.1.f. & 8.N.2.e., Flight Attendants can request additional extensions at the end of an extension. This flying would also be paid at the extension rate of pay.

Finally, if you are a commuter you can now also use 1 of your 4 per month commuter hotels once you arrive in base.

**Q:** *I put myself on the volunteer list for JM/EX and I was extended for a turn worth 4hrs. of flying. When I received my paycheck the following month, I had been paid for only 4 hrs. at my regular pay rate. Did pay comp make a mistake?*

**A:** Yes, they did! As per Section 8.N.6. of our CBA, all Flight Attendants junior manned/extended, whether on the volunteer list or involuntarily, will receive pay and credit for such JM/EX assignment, at 200% of their pay rate above the guarantee or a minimum of four (4) hours pay, whichever is greater.



## Contract Info Card #15

### Topic: Section 10

#### Vacation

**Q: My sister and I are both Flight Attendants. Her anniversary date with Eagle is December 31st 2007, mine is January 1st 2008. We are now approaching our 15th year anniversary and when the vacation accrual list for next year was posted I noticed that I had only been allotted 21 days (three weeks) of vacation, while my sister had been allotted 28 days (four weeks). We are only one day's difference in our anniversary date, why didn't I accrue as many vacation days as my sister?**

**A:** Please refer to Section 10.A.1. of our CBA. Your sister will have completed her 15th year of service by the end of this calendar year (2007). Technically, you will have your 15th anniversary with the company the next calendar year (2008). Vacation accrual will always be credited for the next year after your anniversary date. Therefore when the vacation bid for 2009 opens you will have accrued the 28 days (four weeks) of vacation for that calendar year.

**Q: The vacation bids for next year have closed and been awarded. After that, I took a PVD. I want to choose which day will be removed from one of my next year's vacation blocks. How do I let the Company know which day I want to be removed?**

**A:** It is your responsibility to contact a Vacation Coordinator via email, fax or telephone. Your message should include: the day(s) you are requesting to be removed and the date you took the PVD(s). You may also send an **RF 200 VC1** message in Sabre to communicate the information. Day(s) can only be deducted from the beginning or end of the vacation block. You should notify the Vacation Coordinator by the end of December, in the current year, where you'd like the PVD(s) to be deducted from next year's paid vacation block(s). Beginning in January of each year, the Company conducts a PVD audit. At that time an email message is sent to the general Flight Attendant population reminding you to contact the Vacation Coordinator about PVD(s) taken after the completion of the current year's vacation awards. If you fail to notify the Company which day(s) you want to designate as removed by 05 January, then the Company will automatically remove them starting with the last day of the last paid vacation block contained within the current vacation year.

**Q: I was awarded an undertimed line (CDOs) scheduled for thirty block hours of flying on the same month that I have vacation. My vacation block is scheduled from the first of the month through the seventh of the month. I was scheduled to work a pairing beginning on the fourth day of the month. The pairing is worth two hours of flying. My contract states that I will get paid pairings missed or 21 hours, whichever is greater, per seven-day block of vacation. I understand that since my vacation block will cover only six hours of scheduled flying, I will be credited for 21 hours. However, will this time be credited in addition to my guarantee?**

**A:** Unfortunately you will not receive additional credited pay hours above guarantee. This is because your line is worth only thirty hours and you will be paid seventy-five hours or ninety-six percent (whichever is greater). The additional 15 hours (21 - 6 = 15) will be added to your bid line's original thirty block hours of flying, bringing your line up to 45.00 (45hrs) block hours. The seventy-five hour guarantee is still greater. This applies to any bid line which is originally projected below the seventy-five hour guarantee.

**Q: *My awarded PBS bid line for the month is 80 hours, how is that number calculated with my vacation period of 7 days?***

**A:** When you see that your line total is at 80 hours, this is inclusive of your 7-day block of vacation time. PBS starts building your line on top of the 21 hours you already have for the planned vacation. So if you are showing an 80-hour line, your actual flying awarded that month is 59 hours. Any pre-planned absence you have in the following month provides a credit that is used in PBS for the purpose of building your line. For example, if you have 5 days of vacation (3 hours of pay and credit per day) and 2 days of CQ (3.45 hours of pay and credit per day) for the following month, that would be 22.30 hours of pay and credit used to build your PBS line. With those 22.30 of pay and credit you would only need to have a minimum of 52.30 hours of flying to complete your line at 75 hours. If you hold a minimum credit line then you would only need a minimum of 42.30 hours of flying to reach the 65 hour threshold.

**Q: *I had been with the company for 20 years prior to becoming a Flight Attendant. Our contract states that I am entitled to bid up to five weeks of vacation based on my years of service. The most senior Flight Attendant in the base has been with the Company for only 19 years (accrued 4 vacation blocks). Why didn't I receive my first choices for vacation blocks and she did? I've been with the Company longer.***

**A:** Although you have higher Company seniority than the most senior Flight Attendant and have accrued more vacation blocks, this form of seniority is not used for bidding purposes. You accrue vacation time through your Company seniority but your Occupational seniority is used for bidding purposes. Since her Occupational seniority as a Flight Attendant is higher than yours, her vacation choices will be awarded ahead of yours. You will still receive your five weeks of accrued vacation but your choices will be awarded according to your number on the Flight Attendant seniority list. Please reference Section 10.E.1 of the CBA.

**For more information on Vacation Slide & DTS, visit the AFA website at [www.afaagle.com](http://www.afaagle.com) and go to the MEC Grievance page.**



## Contract Info Card #16

### Topic:

### Section 9 Reserve

**Q: I was on day two of a three-day pairing and scheduled to have a three hour break between flights that day. During the break I went to take a nap and turned my cell phone off. When I woke-up two hours later to continue my original pairing I noticed that I had several missed calls from Crew Scheduling and a message on my voicemail that I had been assigned new flying in between flights. I called Crew Scheduling and checked my Company email to find that I had been sent notification of additional flying while I was on the break between flights. I called Crew Scheduling and they asked me where I had been. They gave me a missed assignment, is this legal?**

**A:** No, it is not. Crew Scheduling must confirm the assignment to new flights through positive contact with you. Positive contact is achieved through actual telephone contact between the Flight Attendant and Crew Scheduling or when the Flight Attendant reads her/his Company email (HI6). A change in an HI3 or a message left in voicemail, does not constitute positive contact. This application of positive contact applies whether you are a line-holding Flight Attendant or a reserve Flight Attendant on a confirmed pairing. Be sure to have a copy of your HI3 with you in order to confirm that you were in fact, in between flights on your pairing.

**Q: I am a Reserve Flight Attendant and decided to call Crew Scheduling to confirm my next day assignment instead of confirming through AVRS. The Crew Scheduler informed me that I had been assigned a pairing with a check-in time of 1500. They also told me that they may need me to be available to receive additional flying prior to my 1500 check-in time, so they assigned me to a RAP starting at 1000. Can they do this?**

**A:** Yes, you remain available to the company during your reserve availability period (RAP). Since positive contact was made, in this case they can. The AVRS system is only capable of confirming one assignment at a time: either a pairing or RAP, but not both. In order for you to be assigned to an availability period prior to your check-in time, Crew Scheduling must make positive contact with you.

***Q I am on Airport Ready Reserve today. My shift is scheduled to end at 1400. I was assigned to a flight that is in "decision" status because of a mechanical problem. At the time I was assigned the flight, the ETD (estimated time of departure) was 1430. It ended up taking longer to fix than was originally predicted and is now estimated to depart at 1500. Since assignments to Ready Reserve Flight Attendants must depart within 45 minutes of the end of the shift is this a legal assignment?***

**A:** Yes, the assignment is legal. Posted decision or ETD times may change, but so long as the posted departure/ETD time is within :45 minutes of the end of the shift, at the time it is assigned, it is legal. It is understood that the posted departure time is just an estimate and may be subject to change based upon the circumstances at hand in any given situation.

***Q: Last month I was a line holder but this coming month I am back on Reserve. I am on my last pairing of the month, but I have been removed from the pairing to be placed on reserve immediately on the first day of the new month. Can they legally remove me from my pairing?***

**A.** No. The Flight Attendant must be allowed to complete her/his current month's pairing. In addition, she/he should be treated as a line holder until they complete that pairing, even if something happens in actual operation. Should they lose a portion of the pairing for example, due to a weather cancellation, the schedule change parameters found in Section 8.F. should be applied. The Flight Attendant should not be expected to assume reserve responsibilities until the pairing is completed. Time flown on that pairing in the new month should be credited toward the Flight Attendant's time balancing accrual for the new month.



## Contract Info Card #17

### Topic:

### 2 Hour Obligation Under Section 8.F.2.g.

Section 8.F.2.g. advises us that when a Flight Attendant loses all or a portion of a pairing, she/he will be required to remain available at the airport for no more than two hours (2:00) for additional flight assignment. This language assumes you are already at the airport when you have lost the flying.

However, the CIC has determined that there are instances in which you may not necessarily be at the airport awaiting an assignment to new flying. For example, if the first turn of your pairing has canceled, there is a possibility that at the time of cancellation, you had not yet arrived at the airport to begin that pairing. While you may not physically need to be present at the airport, you do need to be available to work an assignment to new flying without causing a delay to the flight.

This leaves us with the question of when does this 2-hour obligation clock begin ticking? The CIC has determined that the two hours begins at the scheduled departure time of the lost flight. This applies when the flying was lost less than 24 hours prior to the start of the pairing. If the flying is lost more than 24 hours prior to the start of the pairing, refer to section 8.F.6.

The assigned new flying need not be scheduled to depart within the 2-hour window, but the assignment must be given by Crew Scheduling within 2 hours of the scheduled departure time of the lost flight.

#### **Example 1:**

Flight #4257 (CLE/ORD) canceled. In this example, F/A Smith would need to be available to receive assigned new flying for two hours beginning at 1045 and ending at 1245. Crew Scheduling would have needed to assign the deadhead leg, flight #4236 to her, sometime between 1045 and 1245.

```

HSS/01/9130/21MAR«
SEQ 9130          BASE ORD  SEL 113 ORG SCH DOM EMJ R/A
FA1 SMITH S      EMP NBR 123456
   DT EQ  FLT STA DEP   STA ARR  AC FLY   GTR  GRD
SKD 21 E5 4221 ORD 0645  CLE 0900   1.15      0.00
ACT 21 E5 4221 ORD 0654  CLE 0927   1.33   1.33 0.00
SKD 21 E5 4257 CLE 0925  ORD 1000   1.35      0.00
ACT 21 E5 4257 CLE 1045  ORD 1120   1.35   CXLD
SKD 21 E7 4236 CLE 1450  ORD 1520 RA 0.45MQ
ACT 21 XX 4236 CLE 1545  ORD 1745 RA 0.00MQ
D/P GTR 1.33          P/C 0.45D TL 2.18
HALF DAY COUNT CLE 2
          SKD TL 2.45  ACT TL 1.33
SKD ONDUTY 9.50 ODL 0.00
ACT ONDUTY 12.15 ODL 0.00
SKD 22 E5 4312 TOL 0620  ORD 0625   1.05      0.00
ACT   E5 4312 TOL      ORD      0.00   CXLD
D/P GTR 0.00          P/C 0.00 TL 0.00
          SKD TL 0.00  ACT TL 0.00
SKD ONDUTY 10.35          TAXABLE EXP 12.15
EST ONDUTY 12.15
SEQ GTR 1.33          P/C 0.45 TL 2.18 TAFB 12.15

```

### **Example 2:**

The next scenario is one in which the Flight Attendant is scheduled for multiple flights, but they cancel at separate times, independently of each other.

Flight #s 4029 & 4076 (ORD/CVG/ORD) cancel, so Flight Attendant Smith needs to be available to receive assigned new flying for 2 hours beginning at 0740 and ending at 0940. She waits the two hours, but Crew Scheduling does not assign her to any new flying.

She then proceeds to the gate to begin her safety checks for flight #4011 (ORD/FWA). Her Captain informs her that the flight has been canceled as well as the return flight #4294 (FWA/ORD). Does Flight Attendant Smith now have to wait another two hours? The answer is no. The CIC has agreed that there will be only a single, two-hour wait period per duty day. Therefore, in this example Flight Attendant Smith has already completed a two-hour wait period within that duty day beginning at 0740 and ending at 0940. She need not wait another two hours to be assigned to new flying. If, no new flying is assigned within the debrief period (15 mins. Domestic & 30 mins. International), then she has fulfilled her obligation.

```

HSS/01/9245/21MAR*
SEQ 9245      BASE ORD  SEL 161 ORG SCH DOM EMJ
FA1 SMITH S   EMP NBR 123456
  DT EQ  FLT STA DEP  STA ARR  AC FLY  GTR GRD  ACT
SKD 21 E5 4029 ORD 0740 CVG 0950  1.10  0.00
ACT   E5 4029 ORD   CVG           0.00  CXLD
SKD 21 E5 4076 CVG 1015  ORD 1030  1.15  0.00
ACT   E5 4076 CVG   ORD           0.00  CXLD
SKD 21 E5 4011 ORD 1115  FWA 1305  0.50  0.00
ACT   E5 4011 ORD   FWA           0.00  CXLD
SKD 21 E5 4294 FWA 1330  ORD 1330  1.00  0.00
ACT   E5 4294 FWA   OKD           0.00  CXLD
      SKD TL 0.00  ACT TL 0.00

```

**Example 3:**

The next scenario is one in which an overnight cancels. Flight #4495 (ORD/YYZ) on March 20th cancels as does flight #4496 (YYZ/ORD) on March 21st. Flight Attendant Smith will need to be available to receive assigned new flying for 2 hours beginning at 1740 and ending at 1940 on March 20th. If the leg out of the overnight (flight #4496) is not re-assigned during that time, then Flight Attendant Smith will also need to be available to receive assigned new flying for a 2-hour period on March 21st beginning at 0630 and ending at 0830. March 20th and the 21st are two separate duty periods and as such, Flight Attendant Smith will be subject to two separate, 2-hour wait obligations.

However, in the example below you will also notice that flight #s 4211 & 4031 (ORD/IND/ORD) on March 21st, have also canceled. If Flight Attendant Smith fulfilled her obligation and awaited assignment to new flying, from 0630 until 0830 on March 21st because of the cancellation of flight #4496 (YYZ/ORD), then she need not wait another two hours subsequent to the cancellation of flight #s 4211 & 4031 (ORD/IND/ORD). If no new flying is assigned within the debrief period (15 mins. Domestic & 30 mins. International), then she has fulfilled her obligation.

```

HSS/01/9167/20MAR«
SEQ 9167      BASE ORD SEL 137 ORG SCH DOM EMJ
FA1 SMITH S      EMP NBR 123456
  DT EQ  FLT STA DEP  STA ARR AC FLY  GTR GRD  ACT
SKD 20 E5 3923 ORD 0925  SHV 1140  2.15      0.30
ACT 20 E5 3923 ORD 0930  SHV 1134  2.04  2.15 0.31
SKD 20 E5 4513 SHV 1210  ORD 1415  2.05      3.25
ACT 20 E5 4513 SHV 1205  ORD 1414  2.09  2.09 3.41
SKD 20 E5 4495 ORD 1740  YYZ 2015  1.35      0.00
ACT   E5 4495 ORD      YYZ      0.00  CXLD
D/P GTR 6.28      P/C 0.00 TL 4.24
HALF DAY COUNT YYZ 3
      SKD TL 5.55  ACT TL 6.17
SKD ONDUTY 11.20 ODL 9.25
ACT ONDUTY 12.04 ODL 10.15
SKD 21 E5 4496 YYZ 0630  ORD 0730  2.00      0.00
ACT   E5 4496 YYZ      ORD      0.00  CXLD
SKD 21 E5 4211 ORD 0810  IND 1010  1.00      0.00
ACT   E5 4211 ORD      IND      0.00  CXLD
SKD 21 E5 4031 IND 1035  ORD 1045  1.10      0.00
ACT   E5 4031 IND      ORD      0.00  CXLD
D/P GTR 2.14      P/C 0.00 TL 2.14
      SKD TL 2.00  ACT TL 2.14
SKD ONDUTY 2.35      EXP 23.42

```



## Contract Info Card #18

### Topic:

### Return to Domicile Extensions Sideletter II

How does a “Return to Domicile Extension”, as found in Section 8.N.2., differ from the “Extensions” found in Section 8.N.1. of our Collective Bargaining Agreement?

An extension, under Section 8.N.1., is one that occurs when you have completed your scheduled pairing and Crew Scheduling assigns additional flying (no more than one leg out of and one leg back to domicile) at the end of that pairing.

A return to domicile extension, under 8.N.2., occurs when the returning flight leg to your domicile has canceled, is worked by another Flight Attendant or by no Flight Attendant (e.g. a maintenance ferry flight) and as such, you cannot be returned to your domicile within 2 hours (2:00) of the check out time of your originally scheduled pairing. Please note that this is different from a situation in which you actually work your originally scheduled flight back to domicile, but it has been delayed and arrives later than 2 hours (2:00) past the originally scheduled check out time.

#### **Example 1:**

In this example, the Flight Attendant had one more leg left to work on his pairing: flight #3618 ORF/DFW. This flight canceled at the ORF outstation. Section 8.F.2.a. allows Crew Scheduling to assign him to new flying, however the substitute flying or deadheading, has to be scheduled for a check out time later than 2 hours (2:00) after that of his originally scheduled check out time. In this case, any assigned new flying would need to be scheduled for a check out time no later than 1820 (includes :15 minute debrief). Crew Scheduling assigned new flying in the form of a DH leg on flight #1003 ORF/DFW, but this flight was not scheduled to check out until 2115. This check out time is 4:55 later than the originally scheduled check out time therefore it would be considered a “back to domicile extension” and the flight should be coded with an “EX.”

SEQ 21541	BASE DFW	SEL 207	DOM CRJ						
FA1 BARROW R		EMP NBR 572***							
DT EQ FLT STA DEP	STA ARR	AC FLY	GTR	GRD	ACT				
SKD 21 E7 3617 DFW 0915	ORF 1300	2.45		0.30					
ACT 21 E7 3617 DFW 0915	ORF 1300	2.45	2.45						
SKD 21 E7 3618 ORF 1330	DFW 1605	3.35							
ACT E7 3618 ORF	DFW	0.00	CXLD						
SKD 22 1003 ORF 1825	DFW 2100	EX 1.48AA							
D/P SKD 2.45	P/C	1.48	TL	4.33					
SKD ONDUTY 8.05									
SEQ SKD 2.45	P/C	1.48	TL	4.33	TAFB	13.00			

**Example 2:**

In the example below, the Flight Attendant was originally scheduled for two 2-day pairings, back to back. On day two of the first pairing, the leg back to domicile, flight #3756 cancels and the Flight Attendant is forced to overnight in XNA. As a result, these two-day, back to back pairings may turn into one four-day pairing. Flight #3468 on the 3rd, should be coded with an "EX" and the Flight Attendant should be placed into rest upon return to DFW following that flight, removing flights 3587 and 3554.

Following rest, the Flight Attendant may be required to complete their second two-day pairing. As an alternative to the in-domicile rest, the Flight Attendant can elect to fly an Extension. In this example, flights 3587 and 3554 would be paid at the premium EX rate if not removed for rest.

\*Note - Section 8.O.1.f. requires Crew Scheduling to release you into rest and pay protect you for any flights missed over the duration of the rest period, upon arrival at your domicile. As an option, you may elect to continue your pairing as an Extension and will receive Extension premium pay of 200% of your applicable hourly rate. Make sure these flights have the "EX" code.

Crew Scheduling will contact you the night prior in accordance with the rest provisions in Section 7 and give you the option to fly or be put into rest upon arrival at domicile. However, if positive contact is not made by Crew Scheduling, the default will be to place you into rest upon returning to domicile the next morning and remove any affected flying. Once the pairing(s) are removed and awarded to another Flight Attendant, whether lineholder or reserve, the removed flying will be considered unavailable to be placed back into the original pairing. If you want to waive the rest under the provisions of Section 8.O.1.g., to fly the time as "EX" and have not been contacted by Crew Scheduling, you should call to notify them of your intent to keep the flying, before the flight(s) is awarded to another Flight Attendant.

SEQ	23227	BASE	DFW	SEL	202	ORG	SCH	DOM	CRJ	R/A	31	
FA2	BARROW	RW		EMP	NBR	572***						
	DT	EQ	FLT	STA	DEP	STA	ARR	AC	FLY	GTR	GRD	ACT
SKD	01	E7	3649	DFW	0850	PIT	1225		2.35		0.30	
ACT	01	E7	3649	DFW	0847	PIT	1212		2.25	2.35	0.38	
SKD	01	E7	3648	PIT	1255	DFW	1500		3.05		1.45	
ACT	01	E7	3648	PIT	1250	DFW	1504		3.14	3.14	2.19	
SKD	01	E7	3759	DFW	1645	LIT	1755		1.10			
ACT	01	E7	3759	DFW	1723	LIT	1832		1.09	1.10		
D/P	GTR	6.59		P/C	0.00	TL	6.59					
HALF DAY COUNT LIT 3												
				SKD	TL	6.50	ACT	TL	6.48			
SKD	ONDUTY	10.20	ODL	10.45								
ACT	ONDUTY	10.57	ODL	10.08								
SKD	02	E7	3746	LIT	0540	DFW	0650		1.10		0.50	
ACT	02	E7	3746	LIT	0535	DFW	0644		1.09	1.10	0.51	
SKD	02	E7	3703	DFW	0740	XNA	0845		1.05			
ACT	02	E7	3703	DFW	0735	XNA	0831		0.56	1.05		
SKD	02	E7	3756	XNA	0920	DFW	1035		1.15		0.00	
ACT	02	E7	3756	XNA	1430	DFW	1542		1.12	CXLD		
D/P	GTR	2.15		P/C	0.00	TL	2.15					
SKD	ONDUTY	4.05	ODL	20.10								
ACT	ONDUTY	3.51	ODL	20.24								
SKD	03	E7	3468	XNA	0540	DFW	0645	EX	0.33MQ		0.40	
ACT	03	XX	3468	XNA	0624	DFW	0736	EX	0.00MQ		3.14	
<b>SKD 03 E7 3587 DFW 0725 OKC 0815 25 0.50 0.35</b>												
<b>SKD 03 E7 3554 OKC 0850 DFW 0945 25 0.55 0.00</b>												

*\*This OKC turn should be removed for Legal Break with "LB" Code. This will only appear on the HII.*

SKD	03	XX	1259	DFW	1651	LBB	1756	25	0.33MQ			
ACT	03	XX	1259	DFW	1651	LBB	1756	25	0.00MQ			
D/P	GTR	2.10		P/C	1.06D	TL	3.16					
HALF DAY COUNT XNA 0												
				SKD	TL	0.00	ACT	TL	0.00			
SKD	ONDUTY	12.25	ODL	10.44								
ACT	ONDUTY	12.25	ODL	10.44								
SKD	04	E7	3468	LBB	0540	DFW	0645	25	1.05			
ACT	04	E7	3468	LBB	0540	DFW	0645	25	1.05	1.05		
D/P	GTR	1.05		P/C	0.00	TL	1.05					
				SKD	TL	1.05	ACT	TL	1.05			
SKD	ONDUTY	2.05					EXP		53.58			
ACT	ONDUTY	2.05										
SEQ	GTR	12.29		P/C	1.06	TL	13.35	TAFB	71.10			



## Contract Info Card #19

### Topic: Rest and Duty Free Periods

***Q: Section 7.C.2. tells me I can elect to receive a 24-hour break from duty rather than a calendar day free from duty in any seven day period, to accommodate pairing trades, optional exchanges and/or a pick-up of open time. How do I notify Swaps/Drops that I want to waive my right to a calendar day off?***

**A:** The mere act of submitting a request is your indication to Swaps/Drops that you intend to receive a 24-hour break in lieu of a calendar day off in seven. It is assumed that you have done your homework and are very much aware of what action you are asking Swaps/Drops to take on your behalf, whether it be to trade or pick up.

***Q: Before my next month's bidline was awarded, I picked up an OT pairing at the end of the month. The pairing I picked up crosses over into the next month. Once my bidline for the next month was awarded I realized I'd now be scheduled for eight (8) days in a row with only a 24-hour duty free period between the two four-day pairings. Is this legal?***

**A:** No, it is not legal if you picked up the time before the next month's bids were awarded. It is legal if you picked up the time after the next month's bids were awarded. Section 7.C.2. reads:

“if a Flight Attendant adjusts her/his schedule (OT pick up, pairing trade, etc) for the end of the current month before the final bid awards are made for the following month and such schedule adjustment puts her/him into a one in seven conflict after bids are awarded, the Flight Attendant shall not be considered to have waived the calendar day off. One day of flying shall be removed in order to accommodate the Flight Attendant's right to one day free from duty in any seven-day period.”

***Q: Section 7.E.2.a. entitles me to ten hours of rest in domicile prior to duty on the next calendar day. Can I waive this if I want to pick up OT?***

**A:** Yes. As indicated in the previous question, the mere act of submitting a request is your indication to Swaps/Drops that you intend to waive your right to ten hours rest in domicile.

***Q: Once my OT was awarded, I was scheduled for eleven hours of rest in domicile between pairings however, there was weather the day the pairing operated. As a result, my flights were delayed and I am now scheduled for eight hours of rest in domicile. Can I request my original eleven hours of rest back?***

**A:** No, but you can request at least ten hours of rest in domicile. Section 7.E.2.d. does require you to notify Crew Scheduling within one hour (1:00) of being released that your schedule does not provide at least ten hours of rest.

***Q: I am a Reserve, am I entitled to receive this ten hours of rest in domicile?***

**A:** Yes, but only in certain circumstances. Please reference Section 7.E.2. You are entitled to receive it between Airport Reserve & a pairing; between 2 pairings and between a pairing & an Airport Reserve shift (not operating in the same calendar day). You are not entitled to receive the ten hours between a RAP and a pairing, an Airport Reserve shift or another RAP shift.

***Q: I am on Reserve and finished a pairing today. I preferenced for and was awarded a next day assignment which was another pairing. However, there was only nine hours of in domicile rest between these pairings. Is this legal?***

**A:** It is assumed that you were well aware that there was less than the contractually provided ten hours of rest (Section 7.E.2.c.) when you submitted your preference. Therefore, you will be considered to have waived your right to this contract provision, when you submit a preference for an assignment which provides less than ten hours rest. However, if the assignment originally provided ten or more hours of rest, but due to delays ends up with less, you may contact Crew Scheduling and receive the contractually provided ten hours rest.

***Q: I am a Reserve Flight Attendant and I've been assigned to RAP 2 today which begins at 1000. Crew Scheduling called me during rest at 0900 to give me an assignment. Is this legal? Aren't they interrupting my rest?***

**A:** Yes. Interruption during a NAP (Non Availability Period) is not permitted except to provide notification of an assignment. However, such notification may only be made two (2) hours prior to the start of the RAP (Reserve Availability Period). In this case since the call was made one hour prior to the start of the RAP 2 shift, it is legal.

In the event, Crew Scheduling should call you more than two (2) hours prior to the start of your RAP shift and you answer your phone, positive contact has now been made. As such, you'll be obligated to receive an assignment provided it meets all the legality provisions of our contract.

**\*It is important to note that you are not obligated, in either of the scenarios listed above, to answer your phone prior to the start of your RAP shift. However, if you do, then positive contact will be considered to have been made and you will be obligated to accept all assignments you are legal and available to work.**