



**Agreement between  
GoJet Airlines LLC  
and the  
Flight Attendants  
in the service of  
GoJet Airlines LLC**

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**Represented by  
Association of Flight Attendants – CWA, AFL-CIO**

Effective: February 14, 2020

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## Section 1 Scope and Recognition

- A.** In accordance with Certification Number R-7455 by the National Mediation Board, dated May 19, 2016, the Company recognizes the Association of Flight Attendants-CWA, 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 Company recognizes the right of the Flight Attendants in its employ to perform Flight Attendant work of the nature they have customarily and traditionally performed. Nothing herein shall be deemed to limit or restrain the Company's existing right to revise Flight Attendant duties from time to time, or assign such additional duties as the Company deems necessary for the needs of the service, provided it does not violate any article of this contract, and nothing herein shall be construed to limit in any way the Company's right to assign supervisory or other personnel to perform non-flight attendant functions. Supervisory or other personnel of the Company may perform flight attendant duties as a result of the unavailability of recognized flight attendants, to maintain the needs of the service, for instruction or checking purposes, to maintain currency, or as otherwise provided in this Agreement. The Company will not schedule such supervisory or other personnel in advance, except where the staffing or the reserve complement requires.
- C.** Nothing in this Agreement will be construed to limit or deny any Flight Attendant, the Company, or the Union any rights or privileges to which they may be entitled under the Railway Labor Act.
- D.** The Company will not establish or maintain a domicile at any location outside the United States unless the Flight Attendants are on the Flight Attendant System Seniority List in accordance with this Agreement and the Railway Labor Act, as amended.
- E. Successorship**

  - 1. This Agreement shall be binding upon any successor or merged company or companies unless and until changed in accordance with the provisions of the Railway Labor Act, as amended.
  - 2. The Company shall not create or acquire an alter ego to avoid the terms and conditions of this Agreement.

**F. Scope**

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

**G. Merger Provisions**

1. In the event of the merger of the Company with another certified air carrier, where such merger affects the seniority rights of the Flight Attendants covered by this Agreement, provisions will be made for the integration of seniority lists in a fair and equitable manner as provided in Sections 3 and 13 of the Labor Protective Provisions specified by the Civil Aeronautics Board in the Allegheny-Mohawk merger ("Allegheny-Mohawk LPPs"). However, if the other carrier's Flight Attendants are represented by the AFA-CWA, the seniority lists will be integrated AFA-CWA merger policy.
2. Upon the announcement of a merger or any other transaction which will result in the acquisition of another certified air carrier by the Company or the consolidation of the Company with another air carrier, the Company will promptly meet and confer with the Union.

**H. Remedy – Expedited System Board of Adjustment**

The Company agrees to the following expedited System Board of Adjustment procedures. Any grievance alleging a violation of this Section 1 shall proceed directly to the System Board of Adjustment sitting with a neutral arbitrator. The Neutral shall be selected in accordance with this Agreement. The hearing shall take place within thirty (30) days after the selection of the arbitrator. The Board shall render its decision within thirty (30) days after the close of the record. Time lines in this remedy provision shall only be altered by mutual consent of the parties in writing.

## **Section 2      Definitions**

As used in this Agreement, whether in upper or lower case, the term:

1. "Bid Period" means a period designated by the Company and outlined in Section 7 - Scheduling. The bid periods are for scheduling, bidding and pay.
2. "Block-to-Block" means that period of time beginning when an aircraft first moves from the ramp blocks ("block-out") and ending when the aircraft next comes to a stop on the ramp at any station or other point of termination by setting the parking brake ("block-in").
3. "Business Day" means a day in a work week of Monday through Friday, excluding any Company authorized holidays.
4. "Calendar Day" means a twenty-four (24) hour period commencing at 0001 and ending at 2400 hours local time.
5. "Company" means GoJet Airlines LLC.
6. "Continuous Duty Overnight" or "CDO" means a single duty period trip, with an intervening scheduled ground time away from domicile of at least four (4) consecutive hours, which is scheduled to be completed later than 04:00 on the day after the day the trip begins.
7. "Day Off" means a calendar day free from duty or the present obligation for duty in the Flight Attendant's domicile, except that a trip that is scheduled to check out at or before midnight but, due to circumstances beyond the control of the company, actually checks out no later than 0200 shall be considered to have ended in the previous calendar day.
8. "Deadhead" means time spent by a Flight Attendant, not as a working crew member, traveling either by air or surface between two points to or from flight duty, Temporary Duty, or training at the direction of the Company.
9. "Domicile" means a geographical location to which Flight Attendants are assigned and from which a Flight Attendant's trips will originate and terminate.
10. "Duty Time," or "Duty Period" means the period of time measured in hours and minutes starting when a Flight Attendant is scheduled to report for Duty, or actually reports for Duty, whichever is later, and ending when she/he is released from Duty.

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11. "Extension" means any involuntary flight assignment, including a deadhead, added before the beginning or after the end of a Trip, and outlined in Section 7.K - Scheduling.
12. "Ferry" or "Repositioning Flight" means the in-flight positioning of an aircraft for maintenance or other non-revenue purposes.
13. "Flight Attendant" means an employee qualified under Federal Aviation Administration (FAA) regulations and Company policies whose name appears on the Company Flight Attendant System Seniority List and whose duties include cabin safety and the performance of inflight service(s).
14. "Irregular Operations" means flights that are delayed or do not operate in accordance with the published schedule because of circumstances including but not limited to weather, maintenance, Air Traffic Control, acts of terror, security breaches, or other similar circumstances.
15. "Longevity" means years of active service which will commence on the first day of initial training, with accrual periods outlined in this Agreement. Longevity governs pay scale increments and benefit accruals as specified in this Agreement.
16. "Preferential Bidding System" (PBS) means the electronic scheduling system used by the Company for Flight Attendants to bid for schedules.
17. "Regular Lineholder" means a Flight Attendant who has been awarded a Regular Line as outlined in Section 7.D.6 - Scheduling.
18. "Rescheduling" means a change to a Regular Lineholder's Trip(s) by the Company pursuant to Section 7.K - Scheduling.
19. "Reserve Flight Attendant" means a Flight Attendant who is awarded or assigned a reserve schedule.
20. "Rest" means the contractual or regulatory period of time when a Flight Attendant is free from all duty with the Company.
21. "Trip" means a flight or series of flights outlined in Section 7.B - Scheduling, that are paired together and may include deadheads and combine one or more duty periods.
22. "Union," "AFA-CWA", or "Association" means the Association of Flight Attendants-CWA.

## Section 3 Management Rights

- A.** Except as expressly restricted or modified by this Agreement, the Company retains all discretion, authority and rights to manage its operations and direct its workforce. Such rights include, but are not limited to, the right to hire; promote to management, to assign and reassign duties to Flight Attendants or other personnel; to set schedules and hours of work; to schedule and utilize management Flight Attendants; to maintain good order and efficiency; to establish and, from time to time, amend, suspend or revoke rules, regulations, manuals, and procedures; to determine qualifications for initial employment, continued employment, and promotions; to establish rules of conduct; to determine the means of providing service to its passengers, including the size, type and number of aircraft to be utilized in providing service; to determine size and composition of the Flight Attendant workforce; to furlough and recall; to establish new routes, service, schedule and area of services; to determine what equipment will be utilized and allocated to particular routes; to discontinue all or any part of its operations; to determine where to perform all or any part of its operations; to transfer equipment from one base of operation to another base of operation; to contract out all or part of its Flight Attendant training; to transfer equipment from one base of operation to another base of operation; to determine whether to purchase additional aircraft or to lease, sell or otherwise dispose of all or any part of its equipment; and, to determine whether to merge, consolidate, sell or otherwise dispose of all or part of its business.
- B.** Any of the rights of the Company it had prior to the signing of this Agreement are retained by the Company except those specifically restricted or modified by this Agreement.



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### Section 4 Compensation

#### A. Flight Pay

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

	<b>Jan 1, 2020</b>	<b>07/01/2021**</b>	<b>01/01/2023**</b>
<b>YEAR 1</b>	\$19.00	\$19.29	\$19.58
<b>YEAR 2</b>	\$21.42	\$21.74	\$22.07
<b>YEAR 3</b>	\$23.07	\$23.42	\$23.77
<b>YEAR 4</b>	\$24.47	\$24.84	\$25.21
<b>YEAR 5</b>	\$25.88	\$26.27	\$26.66
<b>YEAR 6</b>	\$27.31	\$27.72	\$28.14
<b>YEAR 7</b>	\$28.65	\$29.08	\$29.52
<b>YEAR 8</b>	\$29.20	\$29.64	\$30.08
<b>YEAR 9</b>	\$30.23	\$30.68	\$31.14
<b>YEAR 10</b>	\$31.24	\$31.71	\$32.19
<b>YEAR 11</b>	\$32.25	\$32.73	\$33.22
<b>YEAR 12</b>	\$33.39	\$33.89	\$34.40
<b>YEAR 13</b>	\$34.99	\$35.51	\$36.04
<b>YEAR 14</b>	\$36.08	\$36.62	\$37.17
<b>YEAR 15</b>	\$37.17	\$37.73	\$38.30

\*\* Represents increases of **1.5%** at two intervals, 18 months apart, during the life of the agreement.

**B. Bid Schedule Trip Guarantee**

1. Flight Attendants shall be paid and credited with the greater of scheduled or actual block time for each segment flown in a Trip.
2. Pay and credit for cancellations shall be in accordance with Section 7.L - Scheduling and shall be on a Trip-by-Trip basis (not Day-by-Day or Segment-by-Segment).

**Example: A Flight Attendant is scheduled for a 2-day trip worth 11 hours of credit on June 2 and 3. That 2-day trip is cancelled and she/he is not reassigned. She/he will receive 11 hours of pay and credit for the cancelled Trip on June 2 and 3.**

**C. CDO Minimum Duty Period Credit**

Flight Attendant on a CDO shall receive a minimum of four hours (4:00) of pay and credit for each duty period.

**D. Reschedule/Reassignment Pay**

A rescheduled/reassigned Flight Attendant will receive the greater of the pay and credit due for the originally scheduled Trip or the pay and credit earned for the changed Trip. This pay and credit shall be on a Trip-by-Trip basis (not Day-by-Day or Segment-by-Segment).

**Example: A Flight Attendant is scheduled for a 3-day Trip on July 6-8 worth 14 hours of pay and credit. She/he is reassigned to another Trip which is worth 17 hours of pay and credit. She/he will receive 17 hours of pay and credit for July 6-8<sup>th</sup>.**

**Example: A Flight Attendant is scheduled for a 4-day Trip on August 10-14 worth 5 hours of pay and credit per day (a total of 20 hours of pay and credit for the Trip). She/he is reassigned to flying on August 10 worth 6 hours of pay and credit, reassigned to flying on August 11 worth 3 hours pay and credit, and keeps the original schedule for the remainder of the Trip on August 13-14. The Flight Attendant will receive 20 hours of pay and credit for the August 10-14 Trip.**

**E. Monthly Guarantee**

Each Flight Attendant shall receive a minimum seventy-five (75:00) hour guarantee at his/her hourly rate. A Flight Attendant's minimum guarantee shall be adjusted downward in the event of a Trip drop, trading for a Trip or assignment with a lower value, no-showing a Trip, and/or while on unpaid sick leave, leave of absence or disciplinary suspension.

**F. Training Pay and Credit**

1. A Flight Attendant shall receive one (1) hour of pay and credit for every two (2) hours of training (except Computer Based Training outlined below), which shall be in addition to any other pay and credit earned on the same day (e.g., deadhead to or from training on same day). Deadhead and other duty assigned on the same day shall be paid and credited in accordance with the applicable provision.
2. A Flight Attendant shall receive pay, but not credit, of one (1) minute for every two (2) minutes of Computer Based Training (CBT), with a 30-minute (:30) minimum. The Company will determine the length of time of the CBT for pay purposes and will notify the Flight Attendants of the value. The length of time for pay purposes will be based on a reasonable estimate of the time required to complete the CBT.
3. In the event a Flight Attendant is removed from a Trip after the final bid award to attend training, she /he shall be paid and credited the greater of training pay or the scheduled flight time lost on a Trip-by-Trip basis (not Day-by-Day or Segment-by-Segment). For the day(s) of the removed Trip where there is no assigned duty, she/he will be reassigned, be placed on Time Available Reserve (TAR), Ready Reserve, or be released. The Flight Attendant when assigned to TAR, Ready Reserve, or another Trip will not be required to start sooner than the start time of the original trip and end no later than the end time of the originally scheduled Trip. A Flight Attendant shall be notified at least 24 hours in advance of the start time of her/his originally scheduled Trip unless exigent circumstances exist.

**G. Repositioning Pay**

If a Flight Attendant is required to be onboard a ferry or repositioning flight, he/she will receive pay and credit-for seventy-five percent (75%) of actual block time.

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**H.** When a Flight Attendant is replaced by an Inflight Management/Training Instructor, a trainee, or a Company selected employee on a scheduled or extra-section flight, and there is no assigned duty, she/he will be reassigned, be placed on Time Available Reserve (TAR), Ready Reserve, or be released. The Flight Attendant when assigned to TAR, Ready Reserve, or another Trip will not be required to start sooner than the start time of the original trip and end no later than the end time of the originally scheduled trip. Pay shall be in accordance with Paragraph B.2 in this Section. A Flight Attendant shall be notified at least 24 hours in advance of the start time of her/his originally scheduled trip unless exigent circumstances exist. If only one Flight Attendant is replaced the offer to be replaced will be in seniority order.

**I. Holiday Pay**

1. For pay purposes only, a Flight Attendant shall receive one hundred fifty percent (150%) of the number of hours flown on a holiday listed below. The additional fifty percent (50%) of hours shall be paid above the Flight Attendant's guarantee (or the adjusted guarantee under paragraph E - Monthly Guarantee above).

**Example: A Flight Attendant on Reserve who flies a Trip on Christmas Day which has an original credit value of six (6) hours. This holiday flying is worth a total of nine (9) hours of credit including the three (3) hour premium. She/he has not accrued more than seventy-five (75) hours of credit at the end of the month (without premium pay). She will be paid for seventy-eight (78) hours at her/his regular rate of pay.**

**Example: A Flight Attendant has a Trip on Independence Day which has an original credit value of eight (8) hours. This holiday flying is worth a total of twelve (12) hours of credit including the four (4) hour premium. At the end of the month, her/his credit is ninety-two (92) hours (without premium pay). She/he will be paid for ninety-six (96) hours at her/his regular rate of pay.**

2. Holiday Pay shall be paid on the following Holidays: Memorial Day, Independence Day, Labor Day, New Year's Day (January 1st), Thanksgiving, Christmas Day (December 25th).

**J. Extension Pay/Junior Assignment/Premium Pay Trips (PPT)**

1. A Regular Lineholder who is Extended under Section 7.K - Scheduling will be paid 150% of her/his hours flown for the additional flights which begin after the original footprint of the Trip.
2. A Regular Lineholder who is Junior Assigned under Section 7.M - Scheduling shall be paid 150% of her/his number of hours flown during such Junior Assignment. The additional fifty percent (50%) of hours paid shall be above the Regular Lineholder's guarantee (or the adjusted guarantee under paragraph E - Monthly Guarantee above) for the additional flying after 2:00 am on the Flight Attendant's day off.
3. The Company may also designate certain open Trip(s) or specific days of said open Trip(s) as Premium Pay Trips and the Flight Attendant who bids and is awarded and flies such Trip(s) shall be paid at the hours premium for the designated days, or Trip(s), set by the Company.

**K. Payroll Errors**

A paycheck shortage of one hundred dollars (\$100) or more, which occurs through no fault of the Flight Attendant, shall be corrected within seven (7) business days of the Company's notification of the claim. A paycheck shortage of less than one hundred dollars (\$100) shall be added to the next scheduled paycheck.

**L. Pay Days**

1. The paycheck on the 16<sup>th</sup> shall equal the first half of the current month's guarantee, plus any remaining amount due from the previous month (overtime and per diem).
2. The paycheck on the last day of the month shall equal the second half of the current month's guarantee.
3. Pay dates are the 16<sup>th</sup> of the month and the last day of the month (30/31). If the pay date is on a Saturday, the Flight Attendant will be paid on the preceding Friday. If the date is on a Sunday, then you will be paid on the following Monday.

## **Section 5      Travel Expenses**

### **A.      Lodging and Rest Facilities**

1.      Flight Attendants will be furnished suitable single occupancy lodging at the Company's expense at all overnight layover locations away from domicile.
2.      A Company designee will meet with the MEC Hotel Committee Chair by mutual agreement, but no less than once per calendar year, to discuss Flight Attendant hotel issues, questions, and concerns.
3.      The Company may determine that more than one (1) overnight facility is appropriate at a particular location. The Company may determine at any time that a facility is no longer appropriate.
4.      The Company will provide an electronic list of known crew lodging facilities and phone numbers.
5.      In selecting layover accommodations, the Company will consider the fire safety and physical security of the premises, refrigerators and microwaves in room, the cleanliness and quietness of the rooms, the availability of nearby eating facilities, free internet access, and the recommendations of the Union.
6.      If daytime layovers at other than the Flight Attendant's domicile are scheduled for more than six (6) hours (block in to block out) in scheduled operations, or if there is a delay known to be more than six (6) hours, the Company will furnish a crew with a day room.
  - a.      Such day room shall be a double occupancy hotel room which may be shared by more than one crew, but by no more than three (3) crew members of the same gender unless no other reasonable accommodations exist. For mixed gender crews, two rooms will be provided, if available.
  - b.      The Flight Attendants and the Company recognize that a day room is a lounge facility and not a rest facility, and its purpose is to provide a location for the crew to relax.

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- c. No day room will be provided for previously scheduled breaks of six (6) hours or more that have been reduced due to irregular operations below six (6) hours.
  - d. For unscheduled layovers, if a crew room or similar facility is available at the airport, or a suitable FBO lounge is arranged for by the Company), the Company may provide such facility in lieu of providing a day room.
  - e. At no time will the Company be required to provide more than two (2) day rooms for a single crew.
  - f. If there is an unscheduled delay known to be more than six (6) hours, and the Company cannot obtain a day room in the vicinity of the airport despite reasonable efforts (such as a snow event where hotel rooms are sold out), no day room will be provided.
7. A Flight Attendant on a CDO shall receive a single occupancy hotel room for each pairing.

### **B. Transportation**

- 1. The Company will provide transportation between the airport and the lodging facility.
- 2. At points other than the Flight Attendant's domicile, when Flight Attendant and pilot crews have been separated and where the Company's scheduled or prearranged transportation is not available within thirty (30) minutes from report off, a Flight Attendant may, provided she/he immediately notifies Crew Scheduling/Dispatch, utilize taxi transportation to the lodging facility for the Flight Attendant crew, and the Company will reimburse said Flight Attendant for such expense when it is substantiated by a valid receipt. One Flight Attendant in the Flight Attendant crew will pay for the taxi and will submit said receipt within thirty (30) days of her/his return to domicile.

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### C. Per Diem

1. Flight Attendants will be paid per diem as specified in Paragraph C.2 and C.3 below at the following rate:  
  
January 1, 2020 = \$1.80 per hour  
  
July 1, 2021 = \$1.90 per hour  
  
January 1, 2023 = \$2.00 per hour
2. The per diem will be calculated from the time the Flight Attendant reports for duty at her/his domicile until released from duty at her/his domicile, and will be prorated for fractions of an hour.
3. This hourly per diem will also apply to training away from the Flight Attendant's domicile and for the entire duration of a temporary duty assignment in accordance with Section 13 - Filling of Open Positions, which will be prorated for fractions of an hour.

### D. Parking

The Company will designate an employee parking lot and pay for employee parking at the Flight Attendant's domicile.

1. An active Flight Attendant who does not live in domicile, may receive, in lieu of in domicile parking, reimbursement in the amount of the company's cost of providing parking in the Flight Attendant's domicile up to a maximum of forty dollars (\$40) per month for duty related parking expenses incurred by the Flight Attendant for parking of his/her personal vehicle at a parking facility.
2. In order to be eligible for reimbursement the Flight Attendant must submit an expense report including valid receipts to his/her Inflight Supervisor within thirty (30) days of the expense.



**E. Passport Renewal**

The Company shall reimburse a non-probationary Flight Attendant for fees associated with renewing one passport. In the event the renewal is for a non-US passport, the reimbursement amount will be for up to the amount charged by the U.S. Department of State for renewal of passports. Provided, however, in order to be eligible for reimbursement, a Flight Attendant must submit her/his renewal application no earlier than one hundred and eighty (180) days (or longer if any country of destination requires a passport valid for a certain number of months) but no less than ninety (90) prior to expiration, submit the renewed passport information to Crew Records at least thirty (30) days prior to expiration and submit their request for reimbursement via an employee expense report within thirty (30) days of incurring the expense.

## Section 6 Hours of Service

### A. Minimum Days

Minimum days off shall be scheduled in accordance with Section 7 Scheduling. A Flight Attendant who is released in domicile prior to 0200 on a scheduled day off shall be considered to have terminated her/his trip on the day prior.

### B. Report Time

1. Report time at a domicile and at an outstation shall not be scheduled less than one(1) hour before scheduled departure time, unless rest requirements or operational considerations require a change in the report time.. Release time shall be fifteen (15) minutes after block-in.
2. With written notice to the Union, the Company may change the scheduled Report Time for a selected assignment based on its experience with conditions such as arranging a hangar pickup, winter operations, charter, or particular airport conditions.

### C. Duty Limitations

A Flight Attendant shall not be scheduled to exceed fourteen (14) hours per duty period. A Flight Attendant shall not be required to remain on duty to complete a duty period more than sixteen (16) hours, which may be waived by a Flight Attendant.

### D. Minimum Rest Provisions

A Flight Attendant will receive at least the minimum number of hours of rest at domicile and at an out station between trips consistent with the FAR minimums (currently 10 hours for both domicile and out stations). If the FAR allowed minimum are modified, the minimum hours of rest will be adjusted according to the FARs as modified.

- E. A Flight Attendant will have at least twenty-four (24) hours off at her/his domicile in seven (7) days. A Flight Attendant may, at her/his option, waive this provision, provided that the FARs are met.
- F. If the Company decides to no-longer co-pair Flight Attendants with pilots, the Company shall meet and confer with the Union prior to the construction of such separate pairings.

## Section 7 Scheduling

### A. Union Scheduling Committee

In accordance with Section 27 - Union Activities, the Company will be available to meet monthly, or as otherwise mutually agreed, with up to two (2) members of the Union's Scheduling Committee to discuss scheduling issues. The Company agrees to consider recommendations from the Scheduling Committee, including input on the preferential bidding system (PBS) bidding options and trip pairings.

### B. Trip Construction

1. It is the responsibility of the Company to prepare and publish the pairings for bidding purposes.
2. The company will consider input from the Scheduling Committee designee regarding trip construction.
3. A Trip will not exceed five (5) consecutive days or four (4) consecutive nights away from Domicile.

### C. Preferential Bid System (PBS)

A Flight Attendant's schedule will be built using a PBS program unless otherwise provided for in this agreement. Provision for alternate bidding will be made available to Flight Attendants in the event of a system failure.

### D. Line Construction – PBS

1. The Company may withhold from the line construction process an amount of flying necessary for Initial Operating Experience (IOE), training, management flying, and as otherwise noted in this Agreement. Such withheld flying shall not exceed five percent (5%) of the total block hours.
2. Days Off
  - a. A Flight Attendant who is available for the entire bid period will be scheduled for a minimum of a minimum of eleven (11) calendar days off in domicile during a 28, 29 or 30 day bid period and a minimum of twelve (12) calendar days off in domicile during a 31 or 32 day bid period, unless waived by the Flight Attendant during bidding. A Flight Attendant who is not available for the entire bid period will have her/his days off prorated in accordance with the chart below.

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b. Pro-Rated Days Off Table

<b>28, 29, or 30 Day Bid Period</b>		<b>31 or 32 Day Bid Period</b>	
<b>Days Available</b>	<b>Pro-Rate Days Off</b>	<b>Days Available</b>	<b>Pro-Rate Days Off</b>
30	11	31	12
29	11	30	12
28	10	29	11
27	10	28	11
26	10	27	10
25	9	26	10
24	9	25	10
23	8	24	9
22	8	23	9
21	8	22	9
20	7	21	8
19	7	20	8
18	7	19	7
17	6	18	7
16	6	17	7
15	6	16	6
14	5	15	6
13	5	14	5
12	4	13	5
11	4	12	5
10	4	11	4
9	3	10	4
8	3	9	3
7	3	8	3
6	2	7	3
5	2	6	2
4	1	5	2
3	1	4	2
2	1	3	1
1	0	2	1
0	0	1	0
		0	0

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3. Except for the last day of the month, duty periods shall occur in contiguous blocks of two (2) or more periods, unless the Flight Attendant waives this provision. A single CDO will be considered a single duty period.
4. The Company will apply any known absence (e.g. OFC, AFA days) to a Flight Attendant's schedule. The credit value of the known absence(s), if any, will be reflected in the total value of the line for purposes of the line construction parameters according to the schedule below.
5. For purposes of schedule bidding only, a Flight Attendant who, at the time of preparation of the bid package, has a known, unpaid period of unavailability during the bid period (e.g., retirement, personal leave of absence, medical leave of absence, military leave) shall be credited with two hours and thirty minutes (2:30) for each day of such unavailability.
6. Regular Line Construction
  - a. Regular lines will contain trips, days off, planned absences, and pre-awards (e.g. training, Company "office days"), but will not contain reserve days.
  - b. Regular lines will be constructed to contain a minimum of seventy five (75) and a maximum of one hundred and five (105) hours. After the Company has awarded a Regular Line utilizing the PBS, additional pairings will not be added to a Regular Line, except in the cases agreed upon by the Company and the Union.
  - c. The Company may, at its option, increase or decrease monthly minimums by up to eight (8) hours a bid period in one hour increments. This flex option can be at all domiciles or be domicile specific. Monthly guarantee will be increased or reduced based on this flex option.
7. Reserve Line Construction
  - a. Reserve lines will contain reserve days, days off, planned absences, and pre-awards (e.g. training, Company "office days").
  - b. A reserve line will not contain more than one (1) span of six (6) consecutive days of reserve per bid period.
  - c. A reserve line will contain a minimum of one four-day block free from duty per bid period. A Reserve may waive the four (4) calendar block day limitation.
  - d. Reserve lines will normally not contain single days off, except in the event of the first and last days of the bid period and unless waived by the Flight Attendant as a bid option.

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### E. Bid Periods

1. The default "Bid Month", "Bid Period" or "Month" for purposes of bidding shall be:

January	30 days	January 1 – 30
February	30 days*	January 31 – March 1
March	30 days	March 2 – 31
April	30 days	April 1 – 30
May	31 days	May 1 – 31
June	30 days	June 1 – 30
July	31 days	July 1 – 31
August	30 days	August 1 – 30
September	31 days	August 31 – September 30
October	31 days	October 1 – 31
November	30 days	November 1 – 30
December	31 days	December 1 - 31

2. Changes to monthly bid period dates may be necessary. Where necessary to alter a bid period, Crew Planning will inform the Union's Scheduling Committee Chair or his/her designee prior to the publication of the bid package for the affected month. \*During a "Leap Year" February will become a 31 day bid period under the default above, but can be changed when necessary.

### F. Eligibility to Bid

1. A Flight Attendant will be afforded the opportunity to bid a schedule at her/his domicile each month. To be eligible to bid, a Flight Attendant must:
  - a. be current and qualified on the last business day at 1200 central time prior to the close of the PBS bid window; and
  - b. submit her/his return to work from a medical leaves of absence and be cleared by the Company to return to work, no later than twenty-four (24) hours prior to the last business day prior to the close of the PBS bid window.

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2. A Flight Attendant who is not eligible to bid a line will, as soon as possible after becoming available, coordinate her/his return to duty with the Inflight Department. At the discretion of Inflight Management, a returning Flight Attendant will be assigned a line (with trips, reserve days or both) with prorated days off.

### **G. Posting and Awarding of Monthly Bid**

1. A bid package shall be made available electronically to each Flight Attendant.
2. The bid package will contain:
  - a. Flight Attendant bid eligibility list
  - b. Dated pairings
  - c. Estimated projected number of hard lines
  - d. Awarded vacation by name
  - e. Scheduled training events by name
  - f. Bidding deadline(s)
  - g. Notes common to all domiciles
  - h. Hotel information (name and telephone)
  - i. Transportation contact number(s) if the Company has contracted directly with an entity other than the hotel to provide transportation.
3. Bid packages will be made available electronically by 1200 central time on or before the tenth (10<sup>th</sup>) of the month.
4. Bidding will open at 1200 central time the tenth (10<sup>th</sup>) of the month. Bidding will close at 1200 central time on the fifteenth (15<sup>th</sup>) of the month.
5. Bidding will be accomplished by electronic means only.
6. Bid awards will be posted electronically and an individual Flight Attendant's schedule award shall be accessible via remote access system normally no later than 1200 central time five (5) days after the bid window closes.

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7. In the event of unusual circumstances during which the Company needs to adjust the timeline for posting of the bid package, the bid window, or the posting of the bid award, it will notify and consult with the Union. In no event will Flight Attendants receive less than five (5) days to bid.
8. Bid awards shall be made in seniority order and in compliance with the rules of the PBS and this Agreement.
9. A Flight Attendant who fails to submit a monthly preferential bid shall have her/his "standing" bid used to construct her/his schedule. A standing bid must be constructed by the Flight Attendant. Any Flight Attendant who fails to submit a monthly bid or a standing bid will have a bid submitted using a default bid in the system.
10. Except as otherwise noted in this Agreement, a trip which becomes available after the PBS award as a result of a Flight Attendant separating from employment or becoming unavailable after the lines are awarded shall be placed in Open Time.

### **H. Bid Award Errors**

1. In order to provide for timely correction of bid errors, a Flight Attendant who believes an error(s) has been made with respect to their awarded schedule shall bring the error(s) to the attention of the Company no later than 3 business days after the posting of the bid award.
2. The Company shall review any inquiry submitted within one business day of submission. This paragraph is applicable to programming or system errors and not bidding errors made by the Flight Attendant.
3. Where there is a programming error that affects substantial number of Flight Attendants in a domicile(s), there may be a re-award upon agreement between the Company and the Union.
4. If any errors are discovered that make a bid award illegal in any manner, (e.g missing carry-ins, FAR's, rest, conflicts, etc.) the Company will pull the Flight Attendant from sufficient flights with pay to be made legal. If the error or conflict was caused by the Flight Attendants manipulation of their own schedule, (i.e. swapping, trading, adding flying), the Flight Attendant shall not receive pay for the flights removed to make the schedule compliant.



**I. Bid Period Transition/Carry-In Trips**

1. The bid period transition occurs when a Flight Attendant's trip from the current bid period continues into the new bid period. Such carry-in trip will appear as a pre-award in the PBS for the new bid period.
2. A carry-in trip is subject to modification and re-building for the portion contained in the new bid period.
3. A Reserve Flight Attendant who transitions to a Regular Lineholder may be required to continue a flight assignment into the new bid period. If such assignment conflicts with an awarded trip in the new bid period, applicable pay protections shall apply. A Regular Lineholder with a carry-in trip who transitions to Reserve in the new bid period may be required to continue on that flight assignment as a Reserve.

**J. Open Time and Trip Trades**

1. The Company will provide an electronic system for Open Time pickups, swaps, and drops, and trip trades. Each transaction will only be submitted to the Company utilizing the electronic Open Time Management and Trip Trade system.
  - a. The electronic system will provide Flight Attendant web based access to the noted transactions without cost to the Flight Attendant, except the Company shall not be obligated to pay for internet access for such Flight Attendants.
  - b. The electronic system will display all available Open Time in all domiciles.
  - c. The electronic system will indicate the status of the Open Time or trade request (pending, denied, awarded) and state the reason for denial.
  - d. The electronic system shall open for transactions at 1400 central time on the twenty third (23<sup>rd</sup>) of every month. All transactions with Open Time and trip/reserve trades touching the last six (6) days of a bid period will be suspended during the bid award process. Transactions with Open Time and trip/reserve trades affecting the last six (6) days of the bid period will resume upon the posting of all bid awards.

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2. The Company may withhold Open Time trips for IOE experience, training, or for management flying.
3. Flight Attendants may pick up Open Time or the trips from the Trade board on days off.
4. A Regular Lineholder may request to drop a trip into Open Time or swap a trip with Open Time in accordance with parameters established by the Company.
5. A Regular Lineholder may request to trade a trip with another Regular Lineholder.
6. A Regular Lineholder may request via the electronic means established by the Company as referenced in Section 8.C.3. to trade a trip with a Reserve's block of reserve days in accordance with Section 8 - Reserve.
7. Partial Trip Trades
  - a. Two Flight Attendants may contact Crew Scheduling in accordance with the process established by the Company and request to split a trip in domicile such that one Regular Lineholder in the same domicile will operate the beginning or end of the other's originally scheduled trip. Both Flight Attendants must agree to the partial trip trade request. Such Flight Attendants shall forfeit any trip guarantee, including any minimum duty period credit, associated with any flights dropped as a part of a partial trip trade, but shall retain trip guarantee, if any, for flights remaining from the Flight Attendant's original trip.
8. Trade processing
  - a. Requests to pick up Open Time, swap with Open Time, or drop into Open Time will be processed as close to real time as possible.
  - b. All other trade requests will be processed no later than 48 hours after the initial trade request has been submitted.
9. The Company may designate certain Open Time trips, or portions thereof, as "premium pay trips" (PPTs). In addition to her/his normal pay and credit, a Flight Attendant who picks up such PPT will be paid in accordance of Section 4 - Compensation. The Company may also designate Reserve days or Ready Reserve periods as PPT available for pickup by Flight Attendants on their day(s) off.

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10. Effect on Minimum Monthly Guarantee
  - a. Regular Line Holder. If a transaction results in less hours flown (that is, the Flight Attendant drops more hours than she/he picks up and falls below his/her monthly guarantee), the Regular Line Holder's minimum monthly guarantee will be reduced by the net loss of hours. A Flight Attendant shall forfeit any trip guarantee associated with a Trip dropped pursuant to this subparagraph.
11. A Flight Attendant may request to drop a trip into Open time. The approval of such a drop will be at the sole discretion of the Company based on operational requirements. In no case will such drop cause a Flight Attendant to fall below fifty six hours (56:00).
12. A Flight Attendant may mutually trade, including a one-way trade, with another Flight Attendant as long as it does not cause the Flight Attendant to fall below fifty six hours (56:00).
13. A Flight Attendant shall be allowed to swap, trade, or add Flying while on vacation. The Flight Attendant will be paid for trip(s) flown in addition to earned vacation.
14. A Flight Attendant is responsible for her/his original assignment until her/his schedule adjustment request has been approved and the Flight Attendant has received confirmation of the approval.
15. Awarded transactions may not violate the FARs or this Agreement.

### **K. Rescheduling and Extensions**

1. Reschedule/Reassignment. To protect the integrity of the schedule, the Company may reassign/reschedule a Regular Lineholder's trip by adding or deleting flights or assigning the Flight Attendant to a different flight(s).
  - a. If a reassignment/reschedule occurs, a regular line holder will be paid in accordance and as outline in Section 4 - Compensation.
  - b. A reassignment/reschedule will be scheduled in accordance with Section 7 - Scheduling.

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2. Extensions. A Regular Lineholder may also be extended through the involuntary assignment of additional flights which are scheduled to return to the Lineholder's domicile after her/his originally scheduled duty out time. As long as an extension is scheduled to return to domicile at or before 0200 local time, it will not be considered flying into a day off and thus is not considered a junior assignment.
  - a. If a Regular Lineholder is extended, the Flight Attendant will be paid in accordance and as outlined in Section 4 - Compensation.
  - b. No Regular Lineholder will be extended if there are any reserves, including standby reserves, who are legal and available to fly the assignment.
  - c. An extension will be scheduled in accordance with Section 7 - Scheduling.
3. Changes to a Reserve's trip shall not be considered to be reschedules/reassignments/extensions and are not governed or limited by these provisions.

### **L. Trip Cancellation**

1. If a Regular Lineholder is ready and available to fly and her/his scheduled trip, or portion thereof, is canceled due to weather, mechanical issue, or other operational issue, she/he will either be reassigned, be placed on Time Available Reserve (TAR) or Ready Reserve, or be released.
2. Such Flight Attendant placed on Reserve or Ready Reserve shall not be required to be available prior to the report of her/his original pairing or after her/his originally scheduled check-out time. If a reassignment becomes available, the affected Flight Attendant will receive the assignment before other Reserves and are not subject to time balancing.
3. For the purposes of flight pay:
  - a. A Flight Attendant if not given a flight assignment pursuant to this paragraph will receive pay and credit for the original trip.
  - b. A Flight Attendant when given a flight assignment pursuant to this Paragraph, will receive pay and credit for the rescheduled trip or her/his original trip, whichever is greater.

**M. Junior Assignment**

1. To protect the integrity of the schedule, the Company may junior assign a Flight Attendant to work on her/his scheduled day(s) off.
2. A Regular Lineholder may not be Junior Assigned to sit Reserve or Ready Reserve.
3. A Flight Attendant will be junior assigned in inverse seniority order, starting with the most junior qualified and available Flight Attendant (legality and regulation limitations/requirements apply) in the domicile. If there is no such Flight Attendant, the Company may junior assign the most junior qualified and available Flight Attendant in another domicile.
4. A Flight Attendant may not be Junior Assigned more than four (4) times in a bid period. A Flight Attendant who receives a Junior Assignment in excess of this limit must so notify Crew Scheduling at the time of the assignment. Her/his failure to do so will be considered a voluntary waiver of the limit with respect to the specific Junior Assignment.
5. A Flight Attendant who is Junior Assigned will be paid in accordance and as outlined in Section 3.
6. A Flight Attendant who is Junior Assigned will be provided call out time equal to that provided to Reserve Flight Attendants at her/his base.
7. A flight which was scheduled at the time of assignment to terminate prior to Midnight (0000) and actually terminating no later than two AM (0200) shall be considered to have completed within the same calendar day as the flight originated.

**N. Telephone Communications**

1. When the Company's System Operations Control (SOC) personnel place telephone calls to Flight Attendants, they will first identify themselves with their name and department and ask to speak with the particular Flight Attendant by name. In such telephone conversations, both Company representatives and the Flight Attendants shall conduct the conversations in a professional manner.
2. All telephone communications with the Company's SOC Department will be recorded by the Company. Barring a technological failure or inadvertent erasure, the Recordings shall be kept for a minimum of ninety (90) days unless notified by the MEC President of a potential issue that is related to a grievance or dispute.

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3. In the event of a dispute involving a specific recorded conversation, the MEC President, or her/his designee, will, upon request and at a mutually agreeable time, be permitted to listen to the relevant portion(s) of the recording. The Company will not be required to search its recording archives for a specific conversation outside a sixty (60) minute window specified by the MEC President or designee.

### **O. Scheduling Errors**

1. If more Flight Attendants than needed are scheduled for and report for the same trip, the Flight Attendant who is denied the trip will receive credit for it, unless she/he is assigned to a trip of equal or greater value.
2. When a scheduling error occurs and there is insufficient time to correct the error, the Flight Attendant who was erroneously not awarded or assigned the pairing shall receive pay and credit for the pairing he/she should have been awarded or assigned or for the pairing flown, whichever is greater.

### **P. Information to be Made Available to AFA**

1. Crew Scheduling will maintain and have available for a period of one hundred eighty (180) days for review by the MEC President or his/her designee by advance appointment, during normal business hours in the presence of a Company representative:
  - a. a record of all Flight Attendants' bid schedules, and
  - b. a record of Flight Attendants' actual and scheduled credit time
  - c. Access to the Company's Crew Management System will be provided to AFA for the purposes of monitoring activity and to aid AFA's ability in giving clear and correct guidance to Flight Attendants when questions arise.

Provided that such review will be undertaken at a mutually agreeable time so as not to interfere with the conduct of ongoing work of Crew Scheduling personnel in the assignment and recording of flying.

## **Section 8      Reserves**

- A.**     A Reserve day begins at 0001 hours and continues until 2400.
- B.**     A Reserve line shall be scheduled for a minimum number of days off noted in Section 7 - Scheduling.
- C.      Open Time and Reserve Trades**
  - 1.     A Reserve Flight Attendant ("Reserve") may use the Company computer system to pick up Open Time on days off in accordance with the buffers and other operational restrictions established by the Company.
  - 2.     A Reserve may use the Company computer system to submit a trade for reserve days with other Reserves in accordance with the parameters established by the Company.
  - 3.     A Reserve may submit a request via the Company established means to trade a block of reserve days with a Regular Lineholder's trip in accordance with the buffers established by the Company, provided the number of Reserve days matches the number of days of the trip.
  - 4.     Awarded transactions shall not violate the Federal Aviation Regulations (FARS) or this Agreement.
- D.**     A Reserve must be contactable by phone at all times during her/his shift as specified in Paragraph B, above. It is the responsibility of the Reserve to make certain that her/his phone is in working order at all times (including voicemail) and that Crew Scheduling has a correct, working phone number where the Reserve can be reached. If the Reserve does not answer, a message will be left that instructs the Reserve to return the call immediately. A Reserve must contact Crew Scheduling within ten (10) minutes of receiving a call. If a Reserve has two (2) phone numbers on record with the Company, Crew Scheduling will attempt contact at the second number if the Reserve does not answer immediately at the first number.

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- E.** Flight Attendants on Reserve will report at the airport ready for duty within two (2) hours of call out. If a new domicile is opened the call out time will be determined by the Company based on need, but will be a minimum of two hours. The two hour notice requirement above will not apply to an Airport Reserve or a Reserve who is already at the airport. A Reserve shall not be called out to the airport without an assignment (such as an Airport Reserve assignment or Trip).
- F.** Reserve Assignments.
1. All known airport reserve assignments for the following day and all known open time departing the next day will be distributed by 1700 to Reserves per Paragraph F.2, below or unless F.3.e below applies.
  2. The Reserve's assignment will be posted electronically by 1700 Central Time the day prior to the flight assignment or airport reserve assignments. The Reserve may self-notify for such assignment electronically or by calling Crew Scheduling. A Reserve is responsible for obtaining her/his assignment before 2000 Central Time the day prior to her/his Reserve day.
  3. Trips to Reserves will be assigned based on the following factors:
    - a. Days of availability on reserve.
    - b. Least number of credit hours for the month.
    - c. If days of availability on reserve, and number of credit hours are the same, the trip shall be assigned based on seniority and Flight Attendant preference. A Reserve may submit her/his preference to be assigned first or last in such instance.
    - d. The Company may bypass the above factors due to significant weather events or any other irregular operational event.



**G. Airport Reserves**

1. An Airport Reserve is a Reserve who is required to report to the airport without a specific flight assignment and is to be at the airport for the purpose of being available to receive a flight assignment.
2. An Airport Reserve must be contactable by phone at all times during her/his shift as specified in Paragraph B, above. It is the responsibility of the Airport Reserve to make certain that her/his phone is in working order at all times (including voicemail) and that Crew Scheduling has a correct, working phone number where the Airport Reserve can be reached. If the Airport Reserve does not answer, a message will be left that instructs the Airport Reserve to return the call immediately. In the event that the Airport Reserve is not reached on the working phone number, Crew Scheduling will also call the crew room in an effort to reach the Reserve if the particular crew room has a phone. An Airport Reserve must contact Crew Scheduling within five (5) minutes of receiving a call. An Airport Reserve must be at the assigned gate within ten (10) minutes of being contacted, or within a reasonable amount of time considering the distance to the assigned gate.
3. A Flight Attendant may express a preference for Airport Reserve via Company established means. The Flight Attendants who indicate a preference for Airport Reserve will be assigned first.
4. The Company may assign a Reserve to Airport Reserve as operational requirements warrant. No more than three (3) Airport Reserve periods will be assigned to a Reserve in a row. A Flight Attendant will not be assigned Airport Reserve for more than ten (10) of his/her Duty Days per bid period, unless no other Reserve is available for an Airport Reserve shift.
5. The Airport Reserve assignment time will be given to a Reserve when she/he is assigned to Airport Reserve. A Reserve who is assigned an Airport Reserve duty period outside of the F.1 notification process above (e.g., converted to Airport Reserve on the day of that assignment) shall report to domicile as outlined in Paragraph E. above. Time spent as Airport Reserve will be counted as duty time consistent with the applicable Federal Aviation Regulations.
6. An Airport Reserve assignment will not exceed ten (10) hours, unless the Reserve receives a flight assignment. If an Airport Reserve is not given an assignment prior to the end of the Airport Reserve assignment, the Airport Reserve shall be released until her/his next assignment or reserve period. If a Reserve returns from an assignment she/he may be required to complete her/his original Airport Reserve period.

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7. A Reserve who is assigned Airport Reserve will be paid and credited on a 1 for 2 basis (50%) of the period of Airport Reserve paid toward guarantee, and will be paid per diem during the period of Airport Reserve.
- H.** A Reserve shall be in uniform at the airport, prepared to fly, during an Airport Reserve period. Duty time for a Reserve shall begin when she/he reports for a flight assignment or airport reserve shift.
- I.** At the completion of her/his assignment or on call day and prior to leaving the airport, a Reserve must contact Crew Scheduling. Upon contact, the Company will either:
1. Give the Flight Attendant another assignment, including Airport Reserve not to exceed the shift limit of G.6 above.
  2. Permit the Flight Attendant to leave the airport and remain on call until the end of her/his Reserve period, duty period, or until release, whichever occurs sooner.
  3. Release the Flight Attendant.
  4. On the last day of a block of reserve days, a Reserve will be released from reserve duty at 2000 local, unless they have been given notice prior to 2000 of another assignment. The Reserve will also be released from reserve duty on the last day of a block of reserve days no later than when the last flight departs his/her domicile (in other words, there are no more flights departing to which the Reserve could be assigned). The Flight Attendant must receive a verbal confirmation of his/her release from the Company before leaving the domicile.
- J.** A Reserve may be assigned to Reserve out of domicile, at any location, for a period not to exceed six (6) calendar days, inclusive of position into and out of domicile. Lodging and per diem will be provided for the duration of the out-of-domicile reserve in accordance with Section 5 - Travel Expenses. The Company will provide transportation in accordance with standard policies for the positioning of crews in order to begin and end the out-of-domicile reserve.
- K.** Via the Company's electronic system, the Company shall provide each Reserve's days of availability and number of Airport Reserves to the Reserve Flight Attendants. This list will be regularly updated and available for view to all Reserve Flight Attendants when the feature is implemented.

## Section 9      Deadheads

- A.**      Deadheading Definition: Time spent by a Flight Attendant, not as a working crew member, traveling between two points to or from flight duty, training, or Temporary Duty at the direction of the Company.
  
- B.**      A Flight Attendant will be required to deadhead only on air carriers or corporate aircraft certificated under Part 121 or Part 135, or via surface transportation. Single engine aircraft will not be used for deadheading, except by the agreement of the Flight Attendant and the Company.
  
- C.**      The Company will provide a suitable means for all surface deadheading.
  
- D.**      If deadheading is the only remaining assignment prior to release, upon completion of the last operated segment, a Lineholder may request to be released from the deadhead assignment. The Lineholder will not be paid and credited for such deadhead assignment if the release is granted.
  
- E.      Pay Treatment**
  - 1.      A Flight Attendant who is required to deadhead shall be paid and credited at the rate of Seventy-Five percent (75%) of the scheduled credit time of the trip, or Seventy-Five percent (75%) actual block time, whichever is greater.
  
  - 2.      A Flight Attendant who is required to deadhead by surface transportation shall receive pay and credit time at the rate of Seventy-Five percent (75%) of the time spent enroute.

## Section 10 Sick Leave

- A. A Flight Attendant will accrue sick leave during each month of active service, up to a maximum bank of 300 hours, as follows:

Months of Completed Active Service	Monthly Accrual
0-24 months	2.0
25 + months	3.0

A Flight Attendant shall not accrue sick leave credit for any month that s/he is on inactive status or unpaid sick leave for more than fifteen (15) calendar days.

- B. A Flight Attendant may use her/his sick leave bank upon completion of her/his probationary period in accordance with this paragraph. A Lineholder who is unable to perform her/his assigned flight duty due to the Flight Attendant's illness or injury will be paid for the scheduled flight time missed. A Flight Attendant unavailable due to her/his illness or injury on a reserve day will be paid 4 hours. A Flight Attendant who is unavailable for the entire bid period month will be paid 75 hours (value of the minimum monthly guarantee). If the Flight Attendant's sick leave bank does not have sufficient hours, she/he shall be paid the hours in the bank, if any, and her/his applicable monthly guarantee will be reduced by the deficit. A Flight Attendant who has depleted her/his sick leave bank and is unavailable for an entire month shall have her/his pay and minimum monthly guarantee reduced to zero. A Flight Attendant's bank shall be debited for sick leave paid.
- C. A Flight Attendant who is able to return to work after she/he has called in sick shall notify Crew Scheduling of her/his availability as soon as possible. Crew Scheduling will coordinate an operationally sensible return of a Lineholder Flight Attendant to her/his original trip, or if not operationally sensible, will either assign the Lineholder Flight Attendant Reserve duty, or assign another trip that is scheduled to return no later than the date of the originally-scheduled trip. A Reserve Flight Attendant will be returned to Reserve duty. The Flight Attendant will be paid and credited with sick leave in accordance with paragraph B., above for the flights missed, plus pay and credit for actual duty performed. If the value of the originally scheduled trip is greater, and the Flight Attendant has sufficient available hours, the difference will also be paid out of the Flight Attendant's sick bank.

**Example: A Lineholder calls out sick for a 4-day trip worth five hours of credit each day. She/he is out sick for the first two days and, upon notification of her/his availability to resume work, is assigned to an alternate trip worth four hours of credit for each of the last two days. She/he would be paid 10 hours out of her/his sick leave bank for the first two days, 8 hours for the trip flown on the last two days, and 2 hours out of her/his sick leave bank for the difference in the credit for the last two days.**

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- D.** If the Company removes a Flight Attendant from a trip because the Company believes that she/he is unable to fly due to illness or injury and the Flight Attendant disputes the Company's determination and did not bring the illness or injury to the attention of the Company, she/he may submit a timely certification from a physician that the Company's determination was incorrect and the Flight Attendant was able to fly the trip. If the Company disputes the physician's determination, the dispute shall be resolved in accordance with Section 29, Medical Examinations. If the Flight Attendant is determined to have been fit for flight duty in accordance with this paragraph, she/he will have any attendance disciplinary occurrence removed from her/his record and will receive pay and credit for the trip without deduction from her/his sick leave bank.
- E.** A Flight Attendant's sick leave account balance will be posted electronically at least once a month. Flight Attendant will also have access to a minimum of 12 months of coded absences.

## **Section 11 Vacation**

### **A. Vacation Accrual**

1. Each Flight Attendant shall accrue vacation during each year of her/his employment, the length of which shall be determined by the length of the Flight Attendant's longevity. A Flight Attendant will take vacation in the year following the anniversary of his accrual year, when the vacation becomes "earned."
2. A Flight Attendant will accrue vacation for each completed year of active service as follows:

<b>Years of Longevity</b>	<b>Annual Accrual</b>
1	1 week
2-5	2 weeks
6- 12	3 weeks
13+	4 weeks

3. A Flight Attendant will not accrue vacation for any month in which she/he is on inactive status (as defined in Section 2 - Definitions) for more than 15 days.

### **B. Vacation Bidding**

1. Vacation periods shall be posted no later than November 1st of each year, for the following calendar year. The Company will provide enough vacation periods during the year to allow each Flight Attendant to take her/his projected earned vacation.
2. The bids for vacation shall close on December 1st, and shall be awarded by December 5th.
3. A Flight Attendant's preference in vacation periods shall be awarded based upon her/his seniority in domicile as of the closing date for the vacation bidding period.
4. Vacation must be taken in one (1) week increments unless otherwise agreed by the Company and the Flight Attendant. Vacation time is considered to be Monday through Sunday.

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5. The Company will post open vacation periods and Flight Attendants may select from such periods in accordance with seniority. A Flight Attendant wishing to alter her/his vacation preference after November 30th may request to do so by written notice to the Company prior to the bid closing for the scheduled bid period of the requested vacation. The Company may approve or disapprove such a change at its discretion and shall advise the Flight Attendant in writing whether his vacation is approved or disapproved.
6. Vacation will be taken in seven-day blocks, which begin on Monday. A Flight Attendant will bid one seven-day vacation block for every seven vacation days accrued.
7. There will be a single round of bidding on vacation. A Flight Attendant should submit one (1) or more choices. Each bid shall specify the week(s) of choice. If the Flight Attendant wishes to bid consecutive weeks, she/he may elect to do so, but if one (1) of those weeks is not available, that consecutive week period will not be awarded and the Flight Attendant's next choice will be considered.
8. A Flight Attendant who fails to bid, or who fails to submit a proper bid, including failing to submit a sufficient number of choices, may be assigned vacation by the Company, or if not so assigned, select from remaining vacation period(s) after all other bids have been awarded.
9. Vacation will be scheduled in the PBS System as a planned absence.

### **C. Vacation Pay**

1. Vacation will be paid and credited at the rate of 3 1/4 hours (3:15) per day.
2. A Flight Attendant scheduled to begin a furlough will be paid for earned vacation. Accrued vacation that becomes earned during the term of the furlough will be paid out at the end of the year it is earned if the Flight Attendant remains on furlough as of December 31 of that year. Upon return from furlough, if a Flight Attendant has accrued vacation remaining that was not paid out and was unawarded, such Flight Attendant shall select from open and available vacation periods in her/his domicile. If there is no open and available vacation period, the vacation will be paid out at the end of the year.

3. A Flight Attendant who gives the Company at least 14 days' written notice that she/he will be leaving the service of the Company will be paid for earned and accrued but unused vacation days. The estate of deceased Flight Attendants will be paid for accrued and earned but unused vacation. A Flight Attendant does not give the Company at least 14 days' written notice that she/he will be leaving the Service of the Company will not be paid for earned and accrued but unused vacation days.

**D. Vacation Trades**

1. A Flight Attendant may request to trade her/his vacation block with the vacation block of another Flight Attendant at the same domicile using the method provided by the Company. Vacation blocks traded must be of the same length and must be by mutual agreement of the Flight Attendants involved.
2. A Flight Attendant may request to trade her/his vacation block with another open vacation block of the same length in her/his domicile using the method provided by the Company and may be awarded in the Company's discretion.
3. The deadline for submitting vacation trade requests is noon (Central Time) on the 1<sup>st</sup> of the month prior to the month of the earlier of the vacation blocks being traded.

**Example: A STL Flight Attendant wants to trade a vacation on April 1-7 with another STL Flight Attendant that has a vacation block on April 15-21. Both Flight Attendants must submit the request via the Company's computer system no later than noon Central Time on March 1.**

**E. Vacation Postponement**

1. The Company will not cancel a Flight Attendant's vacation except for operational necessity. When a Flight Attendant's awarded vacation is cancelled by the Company, the Flight Attendant may, at her/his option, elect to:
  - a. Have the cancelled vacation rescheduled to an open vacation period(s) at her/his domicile or to an otherwise mutually-agreeable time; or
  - b. Carry over the vacation to the next calendar year.



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2. A Flight Attendant will notify the Company if an announced vacation cancellation may result in forfeiture of a non-refundable deposit and will use her/his best efforts to recover the deposit. The Company may also attempt recovery of the deposit. A Flight Attendant whose vacation is involuntarily canceled or postponed by the Company will be reimbursed for any deposit made in reliance on her/his awarded schedule, provided the deposit is not refundable. Receipts for such loss must be documented to the Company for reimbursement. The Company may in its discretion bypass a Flight Attendant who would forfeit a non-refundable deposit and assign the applicable flying to a more senior Flight Attendant. This Paragraph does not apply to a Flight Attendant who transfers to another domicile where there is a conflict (as described in Paragraph B.6 above).

### **F. General**

1. A Flight Attendant who transfers to another domicile may request to retain and transfer her/his awarded vacation period(s) with the approval of the Company; or will retain such awarded vacation period(s) if the week is available in the new domicile. If the awarded vacation period(s) is not available in the new domicile, such Flight Attendant will be required to re-bid any future scheduled vacation periods. If a Flight Attendant will lose vacation due to the change in domicile and there are no open vacation slots in the new status position, the Company will either carry over the vacation into the next year (for a maximum of 6 months after the Flight Attendant's longevity date), or the Flight Attendant will take such vacation on a mutually agreeable week.
2. Earned vacation may not be carried over to a subsequent calendar year.

## **Section 12 Furlough and Recall**

### **A. Furlough, Displacement and Recall**

1. When a furlough becomes necessary, the Company will offer Flight Attendants the opportunity for voluntary furlough at the domicile where the furlough is necessary, if time permits it to do so. In the event there are more Flight Attendants who volunteer for such voluntary furloughs than opportunities exist, the volunteers will be chosen in seniority order.
2. In the event voluntary furloughs do not satisfy the need for reduction, Flight Attendants will be furloughed in inverse order of seniority at the domicile where the furlough is necessary.
3. A Flight Attendant who is involuntarily furloughed may displace the most junior Flight Attendant in the system.
4. Flight Attendants to be involuntarily furloughed or displaced will be notified in writing, hand delivery with signature, certified mail, return receipt requested, or commercial delivery service with tracking capability, at the last address filed with the Company.
5. When possible, Flight Attendants will be given no less than fourteen (14) days' notice of involuntary furlough, unless the furlough is caused by conditions outside the Company's control, such as war, strikes, work stoppages, mandatory grounding of aircraft, official state of emergency or Act of God.
6. The Company will continue group insurance coverage for voluntarily and involuntarily furloughed Flight Attendants through the end of the month in which the furlough began, provided the Flight Attendant pays his/her share of the premium at the active Flight Attendant rate. Thereafter, such Flight Attendant will have the option to pay her/his monthly premium under the provisions of applicable Federal and State statutes.
7. A Flight Attendant who is furloughed and subsequently recalled will retain and accrue seniority during the furlough. A Flight Attendant who is furloughed will retain but not accrue longevity during the furlough.
8. All Flight Attendants voluntarily or involuntarily furloughed by the Company will file proper addresses with the Company at the time of furlough. Any change in address will be supplied promptly to the Company.

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### **B. Recall**

1. Except as otherwise noted in this Agreement, Company will maintain Flight Attendants on the recall list for five (5) years from the date of furlough. After the five (5) year period of being on furlough, Flight Attendants will be terminated and removed from the seniority list.
2. The Company will recall Flight Attendants on the recall list who have not bypassed recall in accordance with Paragraph B.6, below, in seniority order for any vacancies remaining after the filling of open positions process specified in Section 13 - Filling of Open Positions.
3. Recall notices shall be in writing, by certified mail, return receipt requested, or commercial delivery service with tracking capability. After delivery of such notice to the last address on file with the Company, the Flight Attendant will be allowed a period of five (5) days during which to notify the Company of her/his intent to return to duty. Flight Attendants should notify the Company of this intent sooner than five (5) days if possible.
4. A Flight Attendant who fails to meet the time periods in Paragraphs B.3 above will be considered to have declined recall and will be deemed to have resigned and be removed from the seniority list.

### **C. General**

1. The Company will provide the MEC president notice of all furloughed and recalled Flight Attendants.
2. If the applicable pass policy provides for pass benefits while on furlough, those benefits will be extended to all furloughed Flight Attendants.

## **Section 13 Filling of Open Positions**

### **A. Voluntary Domicile Transfers**

1. Non-probationary Flight Attendants will be able to submit a request for a voluntary transfer to open positions at a domicile other than their own. The Company will award such positions in seniority order and notify the Flight Attendant of the award and anticipated start date. Prior to notification by the Company that the request has been awarded, a Flight Attendant will have the right to withdraw or change their request at any time via an electronic method. The Company may delay the start date for the Flight Attendant at the new domicile up to an additional 90 days past the original anticipated start date due to operational needs, such as staffing levels at the domicile the Flight Attendant is leaving. Further, the Company may cancel or delay an award outlined above if the open positions are subsequently cancelled or delayed.
2. A Flight Attendant who is awarded a new domicile through a voluntary transfer will normally be given not less than fourteen (14) days from the date the award or assignment is made to report to a new domicile.
3. A Flight Attendant's schedule will be adjusted by mutual agreement with the Company to include one day off for each four hundred (400) miles or fraction thereof, by the most direct AAA mileage between domiciles, up to three (3) consecutive days for the transfer to the new domicile. Such days off shall count towards the Flight Attendant's minimum days off for the month.
4. A Flight Attendant awarded a new domicile under this Section will not be eligible to request a voluntary transfer to another domicile for a period of six (6) months from the last day of the first bid period in the awarded vacancy. The Company may waive this limitation. A Flight Attendant subject to such position freeze who is displaced or furloughed may exercise her/his rights as noted in the applicable provisions of this collective bargaining agreement. The six (6) month limitation shall only apply to voluntary transfers and not displacements.

**B. Temporary Open Positions**

1. When a temporary open position occurs, the Company will first request volunteers to fill such positions. These requests can be either made on a system basis or be domicile specific. If more volunteers apply than there are open positions, the Flight Attendants shall be selected by Seniority. If an open position is not filled by such volunteers, it may be assigned to the most junior Flight Attendant from the designated domicile(s). The award of the temporary open positions will normally be published prior to the open of the bid of the affected bid period except due to operational necessity. If the temporary opening begins after the bids are closed for that bid period, the Company will construct the affected Flight Attendant a line of trips or reserve assignments for the applicable bid period.
2. A Flight Attendant will not be required to fill a temporary opening for more than one hundred twenty (120) days. The Company may offer to extend a temporary vacancy beyond one hundred twenty (120) days.
3. Lodging will be provided as necessary and per diem paid for the duration of the temporary vacancy in accordance with Section 5.
4. The Company will provide transportation in accordance with standard policies for the positioning of crews in order to begin and end the temporary assignment. A Flight Attendant who requests to utilize her/his own vehicle and there is mutual agreement with the Company for such use to travel from her/his domicile to the temporary assignment, shall be reimbursed at thirty cents (\$.30) per mile, using the most direct AAA mileage, for mileage to the temporary assignment at the start of the assignment and back to her/his domicile at the end of the assignment.

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

1. The Company will advise the MEC President and the Flight Attendants of the decision to open a new domicile or close an existing domicile.
2. When a domicile is closed or reduced and no furloughs result, a Flight Attendant may exercise her/his seniority to bid an open position under the provisions of this Section but may not displace another Flight Attendant. When the closing or reduction of a domicile results in a furlough, the provisions of Section 12 - Furlough and Recall will govern. Such move will be considered at the request of the Company and eligible for Company-paid moving expenses as specified in Section 15 - Moving Expenses.
3. In the event that a new domicile is established, the open positions will be posted for at least ten (10) days and Flight Attendants will be permitted to change their permanent bid in accordance with this Section.

## Section 14 Leaves of Absence

### A. Personal Leave

Upon written request, a non-probationary Flight Attendant may be granted a personal leave of absence at the discretion of the Company. The Company may request written verification of the reason and duration of personal leave at any time. A Flight Attendant returning from a Personal Leave will not be compensated for training necessary to become re-qualified except for recurrent training and new aircraft/operating procedure training.

### B. Medical Leave

Upon written request and presentation of documentation from a medical professional, a Flight Attendant who is unable to perform her/his duties due to illness or injury and has exhausted her/his sick leave bank shall be granted a medical leave of absence for a period not to exceed eighteen (18) months. Upon written request made at least thirty (30) days prior to the Flight Attendant's originally scheduled return date and based upon further satisfactory medical evidence, the leave of absence may be extended at Company discretion for an additional six (6) months for a maximum leave of two (2) years.

### C. Maternity Leave

A pregnant Flight Attendant will provide medical documentation containing her expected delivery date and certifying her ability to perform Flight Attendant duties no later than the 4<sup>th</sup> month of pregnancy, or immediately upon learning of the pregnancy if it becomes known after the 4<sup>th</sup> month. A pregnant Flight Attendant certified by her physician as unable to perform her duties will be granted a medical leave of absence in accordance with paragraph B., above. Such Flight Attendant will be eligible to receive accumulated sick leave on the same basis as any other illness.

### D. Family and Medical Leave (FML)

The Company will comply with the provisions of the Family and Medical Leave Act (FMLA). FML will run concurrent with any other leave, including sick leave, granted pursuant to this Agreement.

**E. Jury Duty**

1. A Flight Attendant must inform her/his supervisor as soon as she/he receives a notice of jury duty from the court and must provide a copy of the summons.
2. The Company may require that a Flight Attendant request to reschedule her/his jury service.
3. A Flight Attendant will be granted leave for jury duty. On work missed for jury duty, a Lineholder will be paid trips missed at her/his regular rate of pay. A Reserve shall be paid 2.5 hours per reserve day missed. Any such compensation will be less fees received for such services (excluding mileage and expenses). The total amount of paid leave pursuant to this subsection E shall not exceed fourteen (14) calendar days.
4. Immediately upon release from jury duty, the Flight Attendant shall notify crew scheduling. A Lineholder may be returned to her/his original trip or may be assigned reserve for any days her/his trip operated. A reserve will be returned to reserve status.

**F. Military Leave**

Military leave will be granted in accordance with applicable law.

**G. Company Convenience Leave (CCL)**

In the event the Company determines it is over-staffed, it may offer, at its discretion, Company convenience leaves. Company convenience leaves shall be awarded to interested Flight Attendants in the applicable domicile on the basis of seniority. To be eligible for a Company convenience leave, a Flight Attendant must be projected to be on active status on the date the leave is scheduled to commence and must not be scheduled for training during the projected duration of the leave.

**H. Workers' Compensation**

Upon written request, a Flight Attendant may use accrued sick leave, and upon exhausting sick leave, may use earned vacation, to cover the statutory waiting period for payment of Workers' Compensation benefits. If the OJI is ultimately denied and no other qualifying sick event exists, any paid sick leave will be deducted from the Flight Attendant's next regular paycheck and re-credited to their sick leave bank.

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### **I. Bereavement Leave**

1. In the event of death in the Flight Attendant's immediate family (mother, father, step-parent, mother-in-law, father-in law, step-parent-in-law, sister, brother, spouse, children, step-children or grandparents), the Flight Attendant will be granted three (3) consecutive days leave . The days will include the date of the funeral or memorial service. The Flight Attendant will be paid for the days missed up to 3 days of pay. If the Line Holder misses a trip containing more than 3 days, and cannot be reasonably rejoined with the remaining portion of the trip following their approved bereavement leave of up to three (3) days, the Line Holder shall only receive pay for additional day(s) missed if he/she volunteers to sit Reserve. Reserve duty missed shall be paid at 2.5 hours for each day of approved leave.
2. Requests for bereavement leave should be made to your supervisor as soon as possible following a family member's death.

### **J. General**

1. Except as otherwise noted in this Agreement, leaves of absence will be unpaid and a Flight Attendant's minimum monthly guarantee will be prorated accordingly.
2. If a Flight Attendant is on a leave of absence for part of the bid month and on active status the rest of the bid month, her/his minimum number of days off shall be prorated in accordance with Section 7 - Scheduling.
3. A Flight Attendant on a leave of absence shall maintain updated contact information, including address and phone number(s), with the Company.
4. A Flight Attendant may be required to provide supporting documentation related to eligibility for a leave of absence.
5. A Flight Attendant on a leave of absence will serve any remaining portion of her/his probationary period upon return to active status.
6. A Flight Attendant who, without prior consent of the Company, engages in other employment while on a leave of absence will be deemed to have resigned and her/his name will be removed from the seniority list.
7. Flight Attendant eligibility for pass travel and insurance benefits shall be as specified in Company policy.
8. Seniority shall accrue and be retained while on any type of leave of absence outlined above. A Flight Attendant shall accrue and retain Longevity for the first 30 days of a leave of absence, but thereafter longevity will not accrue but shall be retained. Flight Attendants on military leave shall continue to accrue both seniority and longevity.
9. A Flight Attendant is eligible for COBRA beginning the first day of the month after she/he becomes inactive for a leave of absence over 30 days.



## Section 15 Moving Expenses

### A. Eligibility

1. The Company will reimburse a Flight Attendant for moving expenses as set forth below when she/he is required to move involuntarily or is displaced from one domicile to another domicile that is more than fifty (50) miles from her/his present domicile. Such reimbursement will be available for one (1) move of the Flight Attendant's primary legal residence on file with the Company (as noted for federal tax withholding purposes) per involuntary displacement.
2. All other moving expenses, including those resulting from an assignment incident to initial employment, recall from furlough, and the award of a base vacancy will not be subject to reimbursement by the Company and will be the responsibility of the Flight Attendant.

### B. When the Flight Attendant is entitled to moving expense reimbursement pursuant to paragraph A., above, the following costs, shall be eligible for reimbursement, so long as the Flight Attendant substantiates all requests for reimbursement with applicable receipts, submitted to the Company no later than thirty (30) days after the expense is incurred:

1. When a Flight Attendant transports her/his vehicles, the Company will reimburse the Flight Attendant at forty-five cents (\$.45) per mile, for up to two (2) of the Flight Attendant's personal vehicles, using the most direct AAA mileage between domiciles.
2. Meals and lodging for the Flight Attendant and her/his spouse or domestic partner for the period of travel to the new domicile, for each travel day according to the formula hereinafter. A day of travel will be considered 400 miles, or fraction thereof, between domiciles, by the most direct AAA mileage. Reimbursement for meals will be at the per diem rate of twenty-four (24) hours for the Flight Attendant and her/his spouse or domestic partner for each travel day. Quality of lodging will be the same as used on overnights.
3. If the Company provides less than forty-five days' notice of the involuntary move, and a lease must be broken as a result of moving to a new domicile and a penalty is incurred, the Company will reimburse the Flight Attendant for the lease penalty, not to exceed two (2) months' rent. The Flight Attendant shall use her/his best efforts to avoid such penalty. The Flight Attendant must provide the Company with an original or copy of the dated contract indicating the penalty. The Company may opt to pay the penalty directly to the leasing Company.
4. The Company's liability for the above-referenced expenses will not exceed \$2,000.00 per move.

**C. Moving Days**

1. A Flight Attendant eligible to moving expense reimbursement pursuant to this Section shall be granted one (1) day off for each four hundred (400) miles, or fraction thereof, by the most direct AAA mileage between domiciles, free from duty to accomplish the move to the new domicile. Such days off must be consecutive and will be counted towards the Flight Attendant's minimum days off for the month.
2. Such Flight Attendant will provide the Company with a written request for specific moving days by the tenth (10<sup>th</sup>) of the month prior to the month in which she/he wishes to move. If the Company cannot accommodate the Flight Attendant's requested moving days, alternate scheduled days off as reasonably near to the requested days as possible, considering the needs of the service, will be offered. The Flight Attendant's moving days request may not include the first three (3) days of any bid month, the last three (3) days of any bid month, Memorial Day, July 4, Labor Day, Thanksgiving, or between December 24<sup>th</sup> and January 3<sup>rd</sup>. Moving days shall be posted as known absences in the Flight Attendant's PBS schedule.
3. If the Flight Attendant was unable to request moving days prior to PBS closing due to circumstances beyond her/his control (i.e. the displacement occurred after the close of bidding) and the effective date of the displacement is such that the Flight Attendants needs to move that month, the Company and the Flight Attendant will mutually agree on moving days.
4. Once the Company grants the moving days, the Flight Attendant will not be rescheduled to work on those days.
5. The Flight Attendant's minimum monthly guarantee will not be reduced as a result of moving days.

**D.** To be eligible for reimbursement of moving expenses pursuant to this Section, the move must occur within six (6) months of the effective date of the transfer to the new domicile.

**E.** In the case that a Flight Attendant's spouse/domestic partner is an employee of the Company eligible to moving expense reimbursement, the Flight Attendant will inform the Company as to which moving expense provisions (the Flight Attendant's or the spouse's/domestic partner's) will be used.

**F.** If a Flight Attendant resigns her employment within six (6) months of a Company-paid move, she/he will reimburse the Company for its entire cost paid to the Flight Attendant.

**G.** The Company is not responsible for damages incurred during the move.

## Section 16 Training

- A.** The Company will, consistent with applicable FARs, establish and maintain requirements for Flight Attendant training.
- B. Awarding/Assigning Recurrent Training**
1. The monthly bid package shall contain the name(s) of Flight Attendants scheduled for recurrent training in the following month, along with the dates for training. Such schedule may be amended at any time at the Company's sole discretion.
  2. Known training will be scheduled as a pre-award in PBS.
  3. For training scheduled after bids are awarded (i.e not in PBS), any trip or portion of a trip that conflicts with training shall be dropped from the Flight Attendant's final bid award. Such Flight Attendant may be scheduled to fly the non-conflicting portion(s) of the trip or may be assigned an alternative non-conflicting trip that is scheduled to return to her/his domicile no later than the duty out time of the originally scheduled trip. For purposes of pay and rescheduling of such trips or portions thereof, such Flight Attendant shall be subject to the provisions of Section 7 - Scheduling, Paragraph L, including the obligation to sit Time Available Reserve if no trip is available.
  4. A Flight Attendant will not be required to return from vacation or approved leave of absence to attend any required training.
  5. The Company will use its best efforts to avoid the scheduling of training that would start between the hours of 0001 and 0600.
- C. Travel to Training**
1. A Flight Attendant required to attend training out of domicile shall be provided with transportation between the training location and her/his domicile, and transportation between the airport and the training facility. Deadhead pay and credit and per diem shall be as provided in Section 9 – Travel Expenses.
  2. A Flight Attendant required to attend training out of domicile (other than initial new hire training) shall be provided with single occupancy hotel accommodations consistent with the guidelines set forth in Section 5 - Travel Expenses for each overnight at such training location.

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- D.** Recurrent training will not be scheduled to exceed eight (8) hours, exclusive of breaks and meal periods. This limitation shall not apply to Flight Attendants who opt to re-take a test after class has been excused.
- E.** For the purpose of rest requirements and maximum duty periods, the Company will comply with applicable FARs and Section 6 - Hours of Service.

- F. Training Failures**

A Flight Attendant is required to satisfactorily complete the entire required training curriculum in accordance with the training manual and FARs. A Flight Attendant who fails to successfully complete any and all training segments and requirements will continue his/her employment or be terminated at the discretion of the Company.

- G. General**

1. The Company will make its best efforts to provide active Flight Attendants access to Computer Based Training (CBT) at least twenty-five (25) days prior to the due date for completing the home study course.
2. A Flight Attendant will receive pay (no credit) for Computer Based Training ("CBT") at one-half the time value of the CBT course. The time value of the CBT module will be determined by the Company and published with the training materials. This shall not apply to a disqualified Flight Attendant.

As an example, a Flight Attendant will receive 30 minutes of pay (no credit) for a one hour CBT course.

3. Nothing in this Section shall apply to initial new hire training.
4. Training (other than CBT), will be paid and credited as outlined in Section 4 - Compensation of this Agreement.

## Section 17 Safety and Health

- A.** The Company will consider the recommendations of the MEC Safety Committee in matters affecting the safety and health of Flight Attendants, including such matters as configuration of safety or emergency equipment on the aircraft and related suggestions.
- B.** The Company and the MEC Safety Chairperson will meet at least annually or at other times by mutual agreement to discuss issues relating to Flight Attendant safety. The MEC Safety Chairperson will be released from duty and the Union will be responsible for the pay and expenses of the Flight Attendant attending the meeting.
- C.** A Flight Attendant shall not be required to perform a bomb search, other than in flight (i.e. the plane is in the air), and shall not be required to remain onboard an aircraft during such a search unless circumstances do not permit evacuation of the passengers and Flight Attendants before a search is conducted, or unless the regulations otherwise require the Flight Attendant's presence. The Company will provide Flight Attendant training, as required by applicable law(s) or regulation(s), on conducting such searches.
- D.** The Company will notify the MEC President within thirty (30) days following the Company's acquisition of a new aircraft type (including a different series from the same manufacturer). Upon written request, the Director Inflight Service or her/his designee, will meet with the MEC Safety Committee Chair at a mutually agreeable time and place to discuss issues outlined in Paragraph A above affected by such aircraft acquisition. The MEC Safety Chairperson will be allowed to attend government required emergency evacuation demonstrations or partial demonstrations.
- E.** On a quarterly basis, the Company will provide the MEC Safety Chairperson with a written report containing a description of Flight Attendant on the job injuries/illness reportable on the OSHA 300 report.
- F. Emergency Response**

  - 1. In the event an aircraft accident (as defined by the NTSB) or hijacking/ air piracy involving Company aircraft and Flight Attendants, the Company will notify the MEC President as soon as reasonably practicable provided the Company is not restricted from doing so by law or governmental authority. "Hijacking/air piracy" involves the seizure or attempted seizure of a Company aircraft with a Flight Attendant onboard by actual or threatened force or violence. The notifications shall go to the MECP or designee and be by phone call. The MECP shall provide an alternate contact in advance when necessary to the Director Inflight Service.

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2. In the event of an aircraft accident (as defined by the NTSB), involving Company aircraft and Flight Attendants, the Company will not take any action to hinder AFA's access to the crash site. In the event of such accident, the MEC Safety Chairperson or her/his qualified designee will be released from duty, upon request. The Union shall be responsible for the pay and expenses of the Flight Attendant released under this Paragraph.
3. A Flight Attendant participating at Company request in an aircraft accident investigation involving a Company aircraft as a member of an NTSB Go Team shall do so at Company expense and without loss of pay.
4. Should a government agency or a court of law request or require that a Flight Attendant be interviewed or questioned as part of an investigation involving a Company aircraft, she/he will be released from duty to comply.

### **G. Hostilities**

When informed by a government agency or flying partner(s) of political hostilities/disruptions which may present a danger to the safety of Flight Attendants at locations into which they are required to fly, such information will be shared with the MEC President. At the request of the MEC President or designee, the Company will meet and review the impact of such hostilities and/or disruptions on Flight Attendants.

## Section 18 Insurance, Retirement and Benefits

### A. Medical and Dental

The Company will maintain a medical and dental insurance program for Flight Attendants. Subject to eligibility requirements in Section 14, Leaves of Absence, Flight Attendants shall be entitled to coverage under such programs on the same basis and at the same premium contribution level as other full time groups of employees of GoJet Airlines and their eligible dependents. Coverage will commence on the first of the month following 30 days of employment.

1. The Company will notify the Union prior to implementing benefit changes (e.g. increasing deductibles or co-pay) or premium increases and provide an opportunity for discussion.
2. No less than thirty (30) days prior to the beginning of the annual open enrollment period, the Company's insurance broker shall provide to the Union its COBRA cost and benefits coverage changes for the following year.

### B. Life/AD&D/Disability

1. The Company shall maintain life, accidental death and dismemberment (AD&D), and long-term, disability insurance programs for Flight Attendants.
2. Life & Accidental Death & Dismemberment Insurance.
  - (a) The Company shall provide at no cost to the Flight Attendant, life and accidental death and dismemberment benefits in an amount equal to one and one-half (1½) times the Flight Attendant's annual earnings.
  - (b) Flight Attendants are eligible for optional group life and accidental death and dismemberment insurance coverage, in an amount up to \$500,000 subject to evidence of insurability as required by the insurer. Premiums for such coverage shall be paid by the Flight Attendant.
3. Long Term Disability. The Company will provide LTD benefit of 60% of your covered monthly earnings up to \$500 at no cost to the Flight Attendant. This benefit will begin after 180 days of being disabled and continue, if needed, up to age 65. Flight Attendants may purchase additional income protection via payroll deduction. The additional maximum monthly benefit is \$6,000. Evidence of Insurability may be required.

**C. Other Insurance Programs**

Should the Company introduce any other insurance coverage to a group of employees, the Flight Attendants shall be entitled to coverage under such programs on the same basis and at the same premium contribution levels as other groups of Company employees.

**D. 401k**

1. Subject to the requirements of applicable law, the Company shall maintain a 401k plan in which Flight Attendants shall be eligible to participate.
2. Beginning the first day of the month following sixty (60) days from a Flight Attendant's date of hire, the Company shall make 100% matching contributions to 401k salary deferral contributions by a Flight Attendant, up to one percent (1%) of a Flight Attendant's compensation (Maximum match of one percent (1%) of compensation).
3. A Flight Attendant shall be immediately vested in her/his own 401k contributions and earnings on those contributions. A Flight Attendant shall be 100% vested in the Company matching contributions upon the completion of three (3) years of service. If a Flight Attendant becomes disabled and qualifies for Social Security Disability (SSDI), or if a Flight Attendant dies, she/he shall be 100% vested in the Company matching contributions regardless of the above years of service requirement.

**E. Employee Passes**

1. A Flight Attendant will be granted no less favorable interline and on-line privileges than other groups of Company employees. The Company will use its best efforts in securing interline passes and reduced-rate transportation.
2. A Flight Attendant who retires from the Company shall be entitled to retirement travel benefits, if available, in accordance with the Company's pass travel policy as well as the Company's code share partner's eligibility criteria for retiree travel. Following a Flight Attendant's retirement, if either Company policy or the Company's code share partner's policy changes eligibility requirements, and the Flight Attendant no longer qualify for those benefits or retiree travel benefits are eliminated, then the Flight Attendant's benefits shall cease.

**F.** For purposes of the Section, "employee," "Company employee" and "group(s) of employees" shall be defined as full-time, hourly, non-management GoJet Airlines employees except those who are covered by a collective bargaining agreement, including but not limited to GoJet Airlines pilots.



## Section 19 Medical Examinations

- A.** If the Company questions the fitness of a Flight Attendant, the Company may require a Flight Attendant to submit to a medical examination by a Company designated qualified medical examiner. The Flight Attendant shall be furnished a copy of the Company's medical examiner's determination. The Company will pay the cost of such medical examination that is not covered by the Flight Attendant's medical insurance. The Flight Attendant will not be responsible for any cost related to use of medical insurance for the examination, such as co-pay or deductible.
- B.** A Flight Attendant who is deemed unfit for duty by a Company designated medical examiner following a Company required medical 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 medical examination for the same purpose as the medical examination made by the medical examiner of the Company.
  2. A copy of the determination of the qualified medical examiner employed by the Flight Attendant will be furnished to the Director Inflight Service or her/his designee within ten (10) days following its receipt by the Flight Attendant. . In the event that such determination verifies the determination of the medical examiner employed by the Company or if the Flight Attendant fails to furnish the determination to the Company within said time, no further review of the case will be afforded and the determination of the Company's medical examiner will be conclusive.
  3. In the event that the determination of the medical examiner chosen by the Flight Attendant are timely filed with the Director Inflight Service or her/his designee and they conflict with the determination of the medical examiner employed by the Company, the Company will, at the written request of the Flight Attendant, ask that the two medical examiners agree upon and appoint as promptly as possible, but no later than fifteen (15) days, a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further examination. The Flight Attendant shall provide the disinterested medical examiner with a release of medical information so that the examiner will have access to all relevant medical records and information necessary to make the examination and determination.

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4. The disinterested medical examiner will then promptly make a further examination of the Flight Attendant in question and provide a written report of his/her opinion as to the Flight Attendant's fitness for duty. If the disinterested medical examiner determines that the Flight Attendant is currently, and was fit for duty at the time that the Company-designated medical examiner determined otherwise, the Flight Attendant shall be compensated for any loss of pay during the period of time she/he was found fit for duty and incorrectly withheld from service.
  5. The expense of employing the disinterested medical examiner will be borne one-half (1/2) by the Flight Attendant and one-half (1/2) by the Company. Copies of such medical examiner's reports will be furnished to the Company and to the Flight Attendant.
- C.** In the event that the Flight Attendant is determined to be unfit to perform Flight Attendant duties as a consequence of the procedures described above, the provisions of Section 10 – Sick Leave and Section 14 – Leaves of Absence will be applicable from the date she/he is withheld from service.

## **Section 20 Employee Assistance Program (EAP), Professional Standards and Drug Testing**

### **A. Employee Assistance Program (EAP)**

1. The Company and the Union agree to work jointly in coordinating the services the Company and the Union agree to work jointly in coordinating the services of their respective Employee Assistance Programs (EAP).
2. The Company will meet periodically with the AFA MEC EAP Chair(s) to discuss cooperative activities and efforts of their respective Employee Assistance Programs (EAP).
3. The Company will permit AFA EAP notices to be distributed to Flight Attendants.

### **B. 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.

### **C. Drug and Alcohol Testing**

1. A Flight Attendant will submit to drug and/or alcohol testing in accordance with applicable law, including Department of Transportation (DOT) regulations, and Company policy.
2. Except as otherwise prohibited by applicable law, where the Company performs a non-DOT drug or alcohol test, it will utilize the testing procedural safeguards (e.g. collection procedures, split sample testing, MRO review) of the DOT regulations. Nothing herein affects Company policy with respect to non-procedural drug and/or alcohol issues, such as additional substances subject to testing, prohibited blood alcohol levels, prohibited pre-duty alcohol consumption, or discipline for violations of Company policy. Flight Attendants will not be tested for substances for which pilots are not tested.

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3. Blood testing will not be required, unless permitted by applicable law.
4. Except as otherwise provided for in applicable law or Company policy, a Flight Attendant will normally be notified of a random test only during her/his duty period (at or after checking in and prior to leaving the check-out area for rest). Except as otherwise provided for in applicable law or Company policy, a Flight Attendant will not be normally called in on a day off to submit to a random drug or alcohol test. Nothing herein prohibits the Company from conducting random testing just prior to, during or after a duty period.
5. The Company will bear the cost of a drug or alcohol test, except in the event that a Flight Attendant selects testing of the split specimen, in which case she/he shall be responsible for all costs associated with the split specimen test, including processing, handling, shipment and MRO review. If the second sample tests negative, the Company will bear the cost of the split sample test.
6. A Flight Attendant removed from a trip or portion thereof in connection with a random drug or alcohol test will be paid for the portion of the trip removed if the test result is negative. In addition, a Flight Attendant with a negative random test result will be paid one (1) hour per visit above the guarantee or adjusted guarantee if she/he was required to go off airport premises in order to take the test(s).
7. The Company will provide transportation or reimburse actual taxi expenses for a Flight Attendant required to travel off airport premises for a required drug or alcohol test, which may be done through a voucher from a preferred provider for transportation to the testing facility.
8. Where a Flight Attendant is subject to testing after completion of a duty period, the Flight Attendant may contact Crew Scheduling so that Crew Scheduling may address any issues related to FAR or contractual required rest.
9. If a Flight Attendant who has not violated Company policy and/or DOT regulations on drug and/or alcohol use or testing comes forward seeking drug or alcohol rehabilitation assistance prior to notification that she/he must undergo drug or alcohol testing, she/he will be afforded the opportunity to pursue such assistance.

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10. The Company will notify the Union of any material change in its drug or alcohol program that affects Flight Attendants and will provide the Union with an opportunity to meet and confer with respect to any such change prior to implementation. Should a legal requirement make such opportunity for notice and/or discussion prior to the implement impossible or impractical, the notice and opportunity to meet and confer will be provided as soon as practical.
11. In the event there is a conflict between this Subsection and the requirements of applicable law, including DOT regulations, applicable legal requirements shall govern.

## **Section 21    Uniforms**

**A.**    A Flight Attendant shall wear a complete regulation uniform while on duty and at such other times as required by the Company in accordance Company policy.

**B.    Initial Uniform**

The Company will pay one-half (½) the cost of the initial required uniform for new hire Flight Attendants. Payment for initial uniforms shall be made through the payroll deduction method, in the amount designated by the Flight Attendant, but not less than twenty dollars (\$20) per pay period. Any balance remaining at the time of resignation or termination will be deducted from the Flight Attendant's final paycheck. Any Flight Attendant who leaves his/her employment for any reason (voluntary or involuntary) will owe the Company back the Company-paid one-half (½) of the cost of the initial uniform, and such amount will be deducted from the Flight Attendant's final paycheck. In the event there are insufficient funds in the Flight Attendant's final paycheck to cover the entire balance due as outlined above, the remaining balance shall be immediately due and payable to the Company.

**C.**    Each Flight Attendant shall order uniform pieces through the Company or its designated vendor(s).

**D.**    The Company may require Flight Attendants to replace any worn or ill-fitting uniform garment(s). The costs of these garment(s) will be deducted from the Flight Attendant's uniform bank. If a Flight Attendant has no uniform bank credit available or insufficient uniform bank credit available, the Flight Attendant will repay the balance through payroll deduction of twenty dollars (\$20.00) per paycheck.

**E.**    Flight Attendants may purchase optional approved uniform pieces and additional pieces to the basic uniform via payroll deductions. Payroll deductions will be a minimum of twenty dollars (\$20.00) per pay period.

**F.**    Uniform Bank: Each Flight Attendant shall have a uniform bank and receive a credit of twenty dollars (\$20) per month for each month of active service into their uniform bank commencing the month of completion of Initial Operating Experience for the Flight Attendant. The bank shall be capped at a maximum of six hundred (\$600.00). A Flight Attendant may have a maximum balance of six hundred dollars (\$600.00) owed to the Company for all orders combined.

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- G.** In the event a Flight Attendant has a negative balance owed to the Company in the Flight Attendant's Uniform Bank, it shall be repaid by both the twenty dollar (\$20.00) monthly credit in F above, and a twenty dollar (\$20.00) per paycheck payroll deduction. In the event a Flight Attendant's uniform bank has a negative balance at the time of separation of employment the balance due shall be deducted from the Flight Attendant's final paycheck. In the event there are insufficient funds to cover the entire balance due the remaining balance shall be immediately due and payable to the Company.
- H.** If the Company, or its code share partner, initiates a complete change in the basic uniform style or changes a required piece of the uniform, Flight Attendants will be provided a new required uniform, or uniform pieces in the event of a partial change with no out of pocket expense to the Flight Attendant. If the uniform, or uniform pieces are not provided at no cost to the Company by its code share partner, the costs will be deducted from the Flight Attendant's uniform bank. Following notification to the Union of a full or partial change, the Parties will schedule a meet and confer to discuss the method by which a Flight Attendant with no uniform bank credit available or insufficient uniform bank credit available will repay the balance (such as the amount of the minimum payroll deductions, etc.)
- I.** The Company shall provide to each Flight Attendant one (1) set of wings at no cost to the Flight Attendant.
- J.** The Company shall make maternity uniform options available for purchase for use during pregnancy and the period immediately after pregnancy.
- K.** A Flight Attendant may wear the official AFA national pin on the right side of the uniform or as a tie tack.
- L.** Within the constraints of the Company's code-sharing partners uniform requirements, Company shall consider concerns by the Union regarding uniform issues and prior to making any Company-issued substantial changes in the style, color, material or items of the uniform.
- M.** A Flight Attendant will be able to obtain the amount he/she owes for uniforms through either the vendor or the Company.
- N.** Each Flight Attendant will be furnished at no cost a Company ID card if such card is required by the Company. If the ID card is lost or stolen, the Flight Attendant will immediately report that information to the Company. If the ID card is stolen through no fault of the Flight Attendant and a police report is provided to the Company, the Company ID card will be replaced at no cost to the Flight Attendant. Otherwise the Flight Attendant will be charged for a replacement ID card.

## **Section 22 Seniority**

### **A. Seniority Accrual**

1. Seniority will begin to accrue from the first day of initial Flight Attendant training with the Company. This date will be the Flight Attendant's seniority date. A seniority number shall be assigned only after successful completion of the initial FAA-approved training course, including IOE.
2. In the event that more than one Flight Attendant, or individual specified in Paragraph C.1, below, has the same date of hire, they will be placed on the seniority list according to the last four digits of their Social Security Number. The Flight Attendant, or individual specified in Paragraph C.1, below, with the highest last four digits will be awarded the most senior position in the class. In the event that two or more Flight Attendants or individuals specified in Paragraph C.1, below, have the same last four digits, the number preceding the last four digits will be used to determine the seniority number. Seniority positions will be awarded in order of their numbers, with the highest Social Security Number receiving the most senior position between them. If a Flight Attendant is an active employee with the Company in another position and not already on the Seniority List, he/she will receive the most senior position in his/her class.
3. Except as otherwise noted in this Agreement, Flight Attendant seniority will accrue based on length of service as a Flight Attendant.

### **B. Probation**

1. A Flight Attendant shall be on probation for the first two hundred seventy (270) days of cumulative active service with the Company as a Flight Attendant commencing upon successful completion of the Initial Operating Experience (IOE.) The Company may extend the probationary period for an additional ninety-five (95) days for performance or disciplinary issues (a total probationary period of three hundred sixty-five 365 days).
2. Discipline or termination of a probationary employee will not be subject to the Grievance and System Board of Adjustment procedures of this Agreement. However, a probationary Flight Attendant will have access to the Grievance and System Board of Adjustment procedures regarding non-disciplinary contractual disputes.



**C. In-Flight and Other Company Positions.**

1. A Flight Attendant who is hired into or transfers into an In-Flight related Company position, such as manager, supervisor or trainer, shall retain seniority and shall accrue seniority provided she/he maintains regulatory currency.
2. A Flight Attendant who transfers into a non-In-flight related Company position shall retain seniority and shall accrue seniority for a period of thirty (30) days. After one (1) year in a non-Inflight related Company position, he/she shall be considered to have voluntarily relinquished her/his position on the Flight Attendant Seniority List.

**D. Seniority List**

1. The Company will post the Flight Attendant System Seniority List ("the Seniority List") each January 1 and July 1. The Seniority List will be posted electronically and on the Company bulletin board at each domicile and an electronic spreadsheet copy will be given to the MEC Chairperson. The Seniority List will be arranged in seniority order, and will include each individual's name, seniority number, employee number, seniority date, and domicile.

A Flight Attendant will be permitted a period of thirty (30) calendar days after the posting of each Seniority List in which to protest in writing to the Company any omission or incorrect positioning affecting said Flight Attendant's individual seniority. The Seniority List will become final at the end of the 30- day period if no protest is raised and a Flight Attendant may not thereafter protest the same alleged error or omission on any subsequent Seniority List.

2. A Seniority List in effect as of the date of this Agreement, as published, is deemed correct and not subject to challenge.

**E. General**

1. Subject to other provisions in this Agreement, seniority shall govern all Flight Attendants in Section 1, Section 3, Section 6, Section 7, Section 9, Section 12, Section 13, Section 14, and Section 16.
2. A Flight Attendant will forfeit seniority rights and her/his name will be removed from the Seniority List if she/he quits or resigns, retires, is terminated and not reinstated, fails to return from a leave of absence, fails to accept recall from furlough in accordance with Section 12, or is not recalled within the time period noted in Section 12, is absent from work for three (3) consecutive days without properly notifying the Director Inflight Service of the reason for his/her absence, except where the specific circumstances preclude notification, or as otherwise noted in this Agreement.

## **Section 23 Non-Discrimination**

- A.** The Company and the Union agree that they will comply with all applicable state and federal laws which prohibit discrimination. For further information refer to the applicable Company policies.

## Section 24 Grievance Procedures

### A. Discipline and Investigatory Meetings.

1. Discipline is defined as a documented verbal warning, written warning, suspension or discharge.
2. A Flight Attendant will not be disciplined without just cause.
3. A Flight Attendant may be accompanied by either one Union representative who is a GoJet Flight Attendant or one fellow GoJet Flight Attendant at any meeting related to potential discipline of the Flight Attendant, provided that the Flight Attendant's selection of a specific representative does not cause a delay in the proceedings. Unless waived by the Flight Attendant, a Flight Attendant will receive no less than 24 hours' notice of such meeting, except as provided below. A Flight Attendant may be required to attend a meeting with less than 24 hours' notice if the matter under investigation involves a serious infraction (including, but not limited to, a drug and/or alcohol policy violation; FAR or other infraction affecting flight safety). If the parties mutually agree to postpone the meeting at the request of the Union or the Flight Attendant, the 21-day limitation in paragraph 5, below, will be tolled pending the meeting.
4. At the time the Company advises the Flight Attendant of its desire to discuss a potential disciplinary matter it will inform the Flight Attendant of the subject matter to be discussed, unless the matter involves a serious infraction as defined in Paragraph 3, above, or if the disclosure of such information would prejudice the investigation.
5. Flight Attendant Relieved of Duties Without Pay
  - a. If a Flight Attendant is relieved of duties without pay pending an investigation, such non-pay status shall not extend beyond 21 days, except in the case of an alleged FAR violation or positive drug or alcohol test, in which case the non-pay status may extend up to 28 days. The non-pay limitation will be tolled if the Flight Attendant fails to cooperate with the Company's investigation or if the Flight Attendant is unavailable (such as vacation, sick calls or leave). Further, the non-pay limitation period may be extended by the Company in the event of a related pending criminal charge, related pending investigation by the FAA, TSA, FBI or other government/regulatory authority, or for other extraordinary circumstances.

After the non-pay limitation period has ended the Flight Attendant must be placed back on pay status, but need not be placed into service if the Company needs an additional reasonable time period to continue the investigation.

- b. If no disciplinary action is subsequently taken, the Flight Attendant will be made whole for the lost pay. If the Flight Attendant is disciplined after being held out of service without pay and the discipline is for less time than the Flight Attendant was held out of service, the Flight Attendant will be made whole for the difference in lost pay. The Company will confirm in writing to the Flight Attendant, with a copy to the MEC President, or his/her designee, within a reasonable time that the Flight Attendant has been removed from service without pay pending an investigation.

### **B. Discipline and Discharge Grievances**

1. The Company will provide the Flight Attendant with written notice of discipline, including a short, concise statement of the reason(s) therefore. Such notice will be delivered to the Flight Attendant in person, by certified mail, return receipt requested, or by other commercial delivery service with tracking capability. Copies of the written notice will be issued to the MEC President, or his/her designee, via email, but the inadvertent failure to provide such notice will not prejudice the disciplinary action.
2. A Flight Attendant who is disciplined, or a union representative acting on her/his behalf, may appeal the Company's decision by filing a written grievance with the Director Inflight Service, or her/his designee. Delivery of the grievance will be in person or by mail. Such grievance must be received by the Director Inflight Service, or her/his designee, no later than fourteen (14) calendar days following the Flight Attendant's receipt of the Company's written notice of discipline.

**C. Non-Disciplinary Grievances**

1. A grievance under this Subsection means a dispute between the Company, the Union, and/or a Flight Attendant arising from the interpretation or application of this Agreement, as amended. Grievances will not include proposed changes in hours of employment, rates of compensation, or working conditions.
2. A Flight Attendant(s), the MEC President, or his/her designee, or the Company may file a grievance.
3. Prior to filing a grievance, the Flight Attendant(s) or MEC President, or his/her designee, and the Director Inflight Service, or her/his designee, will discuss the matter in an effort to resolve the dispute. However, the failure to have such a discussion will not affect the validity of the grievance.
4. Non-disciplinary grievances must be received by the Director Inflight Service, or her/his designee, (or the MEC President, if a Company grievance) within thirty (30) days of the time the affected Flight Attendant(s) (or the Company, in the case of a Company grievance) became aware or reasonably should have become aware of the circumstances from which the dispute arises. Delivery of the grievance will be in person or by mail.

**D. Grievance Hearing and System Board Appeals**

1. The Director Inflight Service, or her/his designee (or the MEC President in the case of a Company grievance) will conduct a hearing bi-monthly (once every two months) on a mutually agreed upon date, or otherwise as mutually agreed. All grievances filed since the prior hearing date will be heard, unless the parties mutually agree to hear a grievance sooner or later than the next scheduled monthly meeting.
2. The Union shall provide the Company with notice of its necessary participants for the monthly grievance hearing sufficient to include such absence(s) in the Flight Attendant(s) preferential bid schedule. When such notice may not reasonably be provided, necessary Union participants will be released from duty in order to attend the monthly grievance hearing, so long as such release will not unreasonably interfere with the operations of the Company.
3. Hearings will be held at reasonable times and at the general offices of the Company, unless mutually-agreed otherwise.

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4. Within ten (10) business days following the completion of the hearing, the Company (or MEC President in the case of a Company grievance) will issue a decision in writing. The Company's decision will be issued to the MEC President (or the Union's decision will be issued to the Director Inflight Service, or her/his designee) via email, by certified mail, return receipt requested, or by other commercial delivery service with tracking capability. A copy of the Company's decision will be issued to the MEC President, or his/her designee (in person or via email or US Mail), and the grievant in the case of an individual grievance (via US Mail).
5. If the decision issued pursuant to paragraph C.4., above, is not satisfactory, it may be appealed by the Union [or the Company in the case of a Company grievance] to the System Board of Adjustment in accordance with Section 25. Such appeal will be in the form of a written submission and will be mailed no later than thirty (30) calendar days following receipt of the decision by the MEC President or the Company (if a Company grievance).
6. The submission to the Board must include:
  - a. The question or questions at issue.
  - b. A statement of facts.
  - c. The position of the Flight Attendant(s).
  - d. The position of Company.
  - e. A reference to the provision(s) of the Agreement alleged to have been breached.
  - f. The relief requested.

### **E. General**

1. When a grievance is filed, it will be written on an AFA grievance form and shall contain a brief statement of the facts, a reference to the provision(s) of this Agreement alleged to have been breached and the relief sought.
2. All time limits within this Section may be extended in writing, by mutual agreement.
3. If a grievance is not filed, or the Company's decision following a hearing is not appealed, within the time limits prescribed in this Section, the decision of the Company will become final and binding. If the Company fails to hold a hearing or issue a decision within the prescribed time limits, the grievance will be considered denied and will be automatically advanced to the next step or the System Board.
4. The provisions in this Section related to discipline and disciplinary grievances are not applicable to probationary Flight Attendants.

## **Section 25 System Board of Adjustment**

### **A. Recognition**

In compliance with Section 204, Title II, of the Railway Labor Act, as amended, the parties hereby establish a System Board of Adjustment for the purpose of adjusting and deciding disputes arising under the terms of this Agreement, which are properly submitted to it in accordance with Section 24 - Grievance Procedure. Such Board will be known as the GoJet Flight Attendant System Board of Adjustment (hereinafter referred to as the "System Board").

### **B. Composition and Jurisdiction**

The System Board will be comprised of three (3) members, one (1) selected by the Union, one (1) selected by the Company and a third neutral arbitrator who will be selected in accordance with Paragraph D. below. The System Board will consider any dispute properly submitted to it by the Union or the Company which has not been previously settled in accordance with the provisions set forth in Section 24 - Grievance Procedure. The System Board shall have jurisdiction only over a dispute which arises out of either (1) the discipline (including discharge) of the Flight Attendant(s), (2) an alleged violation of the terms of this Agreement, or (3) the interpretation or application of any of the terms of this Agreement. The System Board's jurisdiction will not extend to proposed changes in rates of pay, hours of service or working conditions. The System Board may not add to, ignore, or modify any of the terms or provisions of this Agreement. The Board shall not decide issues which are not directly involved in the case submitted, and no decision of the Board shall require the payment of a wage rate different from, or the payment of any wages in addition to those expressly set forth in this Agreement. The System Board shall not have the power to substitute its judgment for that of management unless it finds that management acted in violation of express terms of this Agreement.

### **C. Scheduling Arbitration/ Panel of Neutrals.**

1. Whenever a case has not been resolved, it may be scheduled for arbitration. Such arbitration will be assigned to a mutually agreeable arbitrator from the panel of nine (9) arbitrators below. If agreement cannot be reached, the parties will alternately strike names from the list until one (1) remains and that individual shall serve as Chairperson of the Board. [SEE APPENDIX A]
2. If, for any reason, the Neutral chosen is unable to serve the parties will select a new Neutral by alternatively striking from the remaining arbitrators. Nothing herein prohibits the parties, by mutual agreement, from choosing a neutral other than the Nine (9) named in the panel.



**D. System Board Hearings**

1. System Board hearings will take place in the city where the general offices of the Company are located or another site mutually agreeable to the Company and the Union.
2. The Chairperson will preside at the System Board hearing and will be responsible for scheduling the hearing on a date mutually agreeable to the Company and the Union and guiding the parties in the presentation of testimony, exhibits and argument at the hearing.
3. The Union shall provide the Company with notice of its necessary participants in a System Board hearing sufficient to include such absence in the Flight Attendant's preferential bid schedule. When such notice may not reasonably be provided, Flight Attendants that are necessary Union participants at a System Board hearing will be released from duty, when necessary, in order to attend the hearing, so long as such release will not unreasonably interfere with the operations of the Company.
4. Unless the Company and the Union agree upon a combination of grievances to be presented to the System Board, each grievance will be presented as a separate case.
5. The reasonable expenses and reasonable compensation of the Chairperson will be borne equally by the Company and the Union. The Company and the Union will also equally share the cost of the hearing meeting room. Each of the parties will assume the compensation, travel expense and other expenses of the System Board member selected by it, witnesses called by it, and its participants at the hearing (including attorney's fees).
6. A stenographic report of a System Board hearing will be taken unless mutually agreed otherwise, with the cost to be borne equally by the Company and the Union.
7. A majority vote of the members of the System Board shall be competent to reach a decision. Decisions of the Board properly referable to it shall be final and binding.

## **Section 26 Agency Shop and Dues Check Off**

- A.** Each Flight Attendant who fails voluntarily to acquire or maintain membership in the Union shall be required as a condition of continued employment beginning 60 days following the commencement of his/her employment or as provided for in the Union's Constitution, whichever is later, to pay to the Union each month a service charge as a contribution for the administration of this Agreement and the representation of such Flight Attendant. The service charge shall be an amount equal to the Union's regular and usual dues and periodic assessments, including MEC assessments.
- B.** The provisions of this Section shall not apply to any employee covered by this Agreement to whom membership in the Union is not available upon the same terms and conditions as are generally applicable to any other Flight Attendant, including Flight Attendants who transfer to an Inflight related Company position or non-Inflight related Company position as described in Section 22 - Seniority, or to any Flight Attendant to whom membership in the Union was denied or terminated for any reason other than the failure of the Flight Attendant to pay initiation or reinstatement fee, or to any Flight Attendant not required to make such a payment pursuant to the Union's Constitution and By-Laws.
- C.** If a Flight Attendant of the Company covered by this Agreement becomes delinquent in the payment of her/his membership dues or service charge, the Union shall notify such Flight Attendant by Certified Mail, Return Receipt Requested, copy to the Director Inflight Service that she/he is delinquent in the payment of such service charge or membership dues as specified herein and is subject to discharge as a Flight Attendant and that she/he must remit the required payment within a period of thirty (30) days or be discharged.
- D.** If, upon the expiration of the thirty (30) day period, the Flight Attendant remains delinquent, the Union shall certify in writing to the Director Inflight Service, copy to the Flight Attendant that the Flight Attendant has failed to remit payment within the grace period allowed and is therefore to be discharged. The Director Inflight Service shall discharge such Flight Attendant from the service of the Company.
- E.** The Union agrees to indemnify and hold the Company harmless against any suits, claims, and liabilities which arise out of or by reason of any action taken by the Company pursuant to a written order from an authorized Union representative under the terms of this Section.

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**F.** A grievance by a Flight Attendant who is to be discharged as a result of an interpretation or application of the provisions of this Section will be subject to the following procedures:

1. A Flight Attendant who believes that the provisions of this Section have not been properly interpreted or applied as they pertain to her/him, may submit her/his request for review in writing within five (5) days from the date of her/his notification by the Director Inflight Service as provided in Paragraph E above. The request must be submitted to the Director Inflight Service or his/her designee, who will review the grievance and render her/his decision in writing not later than five (5) days following receipt of the Flight Attendant's grievance.
2. The Director Inflight Service or his/her designee, will forward her/his decision to the Flight Attendant, with a copy to the Union. Said decision will be final and binding on all interested parties until appealed as hereinafter provided. If the decision is not satisfactory to either the Flight Attendant or the Union, then either may appeal the grievance within ten (10) days thereafter. In the event the parties fail to agree upon a neutral referee, either the Company or the Union may request the National Mediation Board to name such neutral referee. The decision of the neutral referee will be final and binding on all parties to the dispute. The fees and charges of such neutral referee will be borne by the Union.

**G. Payroll Deduction**

1. During the life of this Agreement, the Company agrees to deduct from the pay of each Flight Attendant covered by this Agreement and remit to the Union, membership dues or service charge, and any back membership dues, service charge or assessment uniformly required by the Union, as a condition of acquiring or retaining membership, and in accordance with the provisions of the Railway Labor Act, as amended, provided such Flight Attendant voluntarily executes the following agreed upon form. This form, "Voluntary Assignment and Authorization for Payment of Union Dues and Service Charge", also to be known as a Dues/Service Charge Check Off Form, shall be prepared and furnished by the Union.
2. When a member of the Union properly executes such Dues/Service Charge Check Off Form, the Treasurer of the Union shall forward an original copy to the Director Inflight Service. Any Dues/Service Charge Check Off Form which is incomplete, or improperly executed, will be returned to the Treasurer. Any notice of revocation as provided for in the Agreement or Railway Labor Act, as amended, must be in writing, signed by the Flight Attendant and delivered by Certified Mail, addressed to the Director Inflight Service, with a copy to the Union. Dues/Service Charge Check Off Form and notices received by the Company will be stamp dated on the date received and not when mailed.

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3. When a Dues/Service Charge Check Off Form, as specified herein, is received by the Director Inflight Service on or before the first day of the month, the dues deduction will begin with the first payday of the following month, and will continue thereafter until revoked or canceled as provided in this Section. The Company will remit to the Union a Company check for payment of all dues collected on a given payday, on or as soon after payday as possible, but in no event later than five (5) business days after payday. The Company remittance of the Union membership dues to the Union will be accompanied by electronic listing of names, payroll numbers and amounts deducted for Flight Attendants for whom deductions have been made.
4. No deduction of the Union dues/service charge will be made from the wages of any Flight Attendant who has executed a Dues/Service Charge Check Off Form and who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay for a period longer than thirty (30) days. Upon return to work as a Flight Attendant covered by this Agreement, whether by transfer, termination of leave without pay, or recall from furlough, deductions shall be automatically resumed, provided the Flight Attendant has not revoked the assignment provisions of this Section and of the Railway Labor Act, as amended.
5. A Flight Attendant may revoke her/his Dues/Service Charge Check Off Form with thirty (30) days written notice of such revocation directed to the Director Inflight Service. Such revocation will be valid notwithstanding any provisions to the contrary set forth in the standard Dues/Service Charge Check Off Form provided by the Union.
6. The Company shall only make the monthly dues/back dues owed/service charge deductions provided by the Union. It shall be the responsibility of the Union to notify the Director Inflight Service of the amount of such dues/service charge and any changes thereto at least thirty (30) days prior to the effective date.
7. Deductions of membership dues/service charge shall be made semi-monthly provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the Flight Attendant or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the monthly period in which her/his last day of work occurs, provided the amount earned is sufficient to allow for such deduction after all obligations to the Company have been satisfied.

**GoJet Airlines Flight Attendant CBA**

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**ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO  
ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF DUES**

**TO:**

I, \_\_\_\_\_ hereby authorize GoJet Airlines to deduct from my earnings once each month the standard monthly membership dues, assessments required by the Association of Flight Attendants Dues (or such standard monthly membership dues as may hereafter be established by the Union), service charges, initiation fees, and assessments. Such amount so deducted is hereby assigned to the Union, subject to all of the terms and conditions of the Railway Labor Act, as amended, and the provisions of the applicable collective bargaining Agreement. This Agreement and authorization may be revoked by me in writing after the expiration of one (1) year from the date hereof, or upon the termination date of the Agreement in effect at the time this is signed, whichever occurs sooner. A copy of such revocation will be sent to the President of the Local Executive Council.

Signature of Employee \_\_\_\_\_

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

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

Domicile \_\_\_\_\_

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

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

Please print name and address below:

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

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

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

Please complete and return to: Association of Flight Attendants-CWA  
501 Third Street NW  
Washington DC 20001  
ATTN: AFA Membership Department

## Section 27 Union Activities

**A.** The Company agrees to provide space at Flight Attendant domiciles for the placement (at Union expense) of a glass enclosed, secured Union bulletin board of a size similar to the predominant size bulletin board used by the Company as an Inflight bulletin board(s). Such board shall be used for the purpose of posting notices signed by authorized Union officials related to Union meetings and other Union matters. The Union will provide the Manager, Inflight or her/his designee with a copy of the material that it intends to post at least twenty-four (24) hours prior to posting. Materials on the Union bulletin board will not contain defamatory, derogatory, or inflammatory material. A Flight Attendant designated by the Union at each domicile will be given a key to the bulletin board.

**B. Mailboxes**

The Company agrees to allow the union to place MEC authorized materials in Flight Attendant V-files, if V-files are used by the Company. The Union will provide the Director Inflight Service or her/his designee with a copy of materials it intends to distribute in Flight Attendant mailboxes at least twenty-four (24) hours prior to distribution. Such communications will not contain defamatory, derogatory, or inflammatory material. Any material not in accordance with this Section will not be distributed or, if distributed, will be removed at the Company's request.

**C. Pass Travel**

The Company shall allow pass travel for Union business on Company flights for Union representatives who are an active employee of the Company for conducting Union business in the same manner and cost as if she/he were on personal business, as long as such use is not a violation of the applicable pass policy of the mainline Partner.

**D. Release from Duty and Flight Pay Loss**

1. Subject to operational needs of the Company, the Company will approve requests by the MEC and/or LEC President for the release of a reasonable number of Flight Attendants from duty to conduct union business.
2. If the need for the absence is known prior to PBS bidding, the MEC and/or LEC President will notify the Manager, Inflight, in writing, of the identity of Flight Attendant(s) requesting release from flight duty no later than first day of the month prior to the month of the known absence.

**Example: Notification for known absences on April 13-15<sup>th</sup> must occur no later than March 1st.**

## GoJet Airlines Flight Attendant CBA

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3. Known absences included in a Flight Attendant's monthly preferential bid schedule pursuant to paragraph 2, above will be coded by the Company in a way identifiable as union leave. A lineholder will receive pay of four (4) hours at his/her hourly rate for each day of such known absence, and 3.25 (3:15) of virtual credit toward her/his guarantee for each day of such known absence. The MEC and/or LECP will notify the Director Inflight Service, or their designee, in writing, of the identity of Flight Attendant(s) requesting a known release from duty no later than noon central time the 1st day of the month prior to the month of the known absence.

**Example: Notification for known absence on October 13<sup>th</sup> – 15<sup>th</sup> must occur no later than noon central time on September 1<sup>st</sup>.**

4. If the need for the absence is not known prior to PBS bidding, in accordance with paragraph 2, above, the MEC and/or LEC president may submit a request for release from flight duty for the purposes described in paragraph 1, above, in writing to the Manager, Inflight as far in advance as possible, but not later than four (4) days prior to the requested day(s) off. The Company will consider requests which are unable to meet the timelines specified above on a case by case basis.
5. A Flight Attendant, who misses a trip as a result of paragraph 4, above, will receive full pay and credit but will not be subject to reassignment.
6. A Flight Attendant, who misses a day of reserve duty pursuant to this section, will not have her/his minimum monthly guarantee reduced as a result of such missed duty. The Company will invoice the Union four (4) hours of pay at his/her hourly rate for each day of missed reserve duty.
7. The Company may approve, at the Company's discretion, a Union request for a partial trip drop for union business.
8. The Company will invoice the Union for the amounts paid to Flight Attendants pursuant to this Section. This invoice will include, in addition, a 25% override. The Company will make its best efforts to invoice the Union on a monthly basis for amounts paid to Flight Attendants in the prior month.

**Example: For a Flight Attendant paid for a union business absence in June, the Company will attempt to invoice the Union in July. The Union will reimburse the Company within 30 days after receipt of an invoice.**

## GoJet Airlines Flight Attendant CBA

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**E.** The Company shall provide the MEC President with a monthly updated seniority list and bid packet which would reflect separations, domicile assignments, assignment to management or other non-Flight Attendant assignments, furloughs, and leaves of absence of more than thirty (30) days. This information will be transmitted electronically or using another agreed upon method.

**F. New Hire**

The Company will allow a representative of the Union who is a Company Flight Attendant up to sixty (60) minutes at a time designated by the Company to address interested new hire Flight Attendants. The purpose of such presentation shall be to introduce the Flight Attendants to the Union and its officers and to distribute membership applications and dues check off forms. The Union will not make negative or inflammatory remarks about the Company or its employees during such presentations. Should the Company believe negative or inflammatory remarks were made, it may require that the Union representative end the presentation immediately. The Union will take immediate steps to correct the matter and prevent its reoccurrence. A representative of the Company may attend the Union presentation.



## **Section 28    General**

### **A.    Orders in Writing**

All orders to Flight Attendants involving a change in domicile assignment, furlough, recall, vacations awards and leaves of absence shall be stated in writing. The Company may use electronic means of communication for such communications when available, unless otherwise provided for in this Agreement.

### **B.    Personnel File**

1.    A personnel file shall be maintained for each Flight Attendant.
2.    Upon request and by appointment, a Flight Attendant may inspect her/his personnel file and attendance record. Following the termination of a Flight Attendant, a Union representative who is a GoJet Flight Attendant, and has written authorization from the terminated Flight Attendant, may also make an appointment to review that Flight Attendant's personnel file or attendance records. A fee of 25 cents per page will be charged for all copies requested by either the Union or the Flight Attendant. The Union or the Flight Attendant may take digital images as an alternative to requesting copies. Requests for entire file duplication made by the Union will be charged the 25 cent per page duplication fee plus actual postage if service by USPS is requested by the Union.
3.    A Flight Attendant will be notified at the time any critical or unfavorable material is placed in her/his file, and, upon request, will be given a copy.
4.    Disciplinary letters and derogatory information will not be considered after twenty-four (24) months from date of issuance if no other discipline of a similar nature has been issued, unless otherwise required by law or regulation.

### **C.    Printing of Contract**

The parties anticipate that electronic copies of the Agreement will be provided to Flight Attendants. If the Company makes printed copies of the Agreement after execution, the Company and the Union will share one half (1/2) of the cost of the printing of this Agreement. The Company shall push electronic copies of the Agreement to all Flight Attendants EFB's immediately upon ratification of this Agreement, and after every revision thereto.

**D. Savings Clause**

Should any part or provision of this Agreement be rendered or declared invalid, inoperative or unlawful by reason of any existing or subsequently enacted legislation or regulation of any governmental agency or by any decree of a court of competent jurisdiction, such invalid, inoperative or unlawful part or provision of this Agreement shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect. In the event any part or provision of this Agreement is rendered invalid, inoperative or unlawful as described above.

- E.** In addition to regulatory requirements, Flight Attendants may be required to groom/tidy an aircraft. To groom/tidy shall mean straighten seatbelts, collect magazines and newspapers, dispose of visible trash, etc. in the galley, cabin and lavatory. The company will make reasonable efforts to provide disposable plastic, nitrile, or suitable non-latex alternative gloves on every aircraft for Flight Attendant use, and sani-wipes as an alternative to hand-washing facilities. However, a Flight Attendant may not refuse to groom/tidy the aircraft, nor shall a flight be delayed, cancelled or otherwise adversely impacted due to the non-availability of such gloves or sani-wipes.

**F. Commuter Policy**

The company shall continue to maintain the current commuter policy dated 9/1/19. The Company may require appropriate documentation from a Flight Attendant to establish compliance with the policy.

## Section 29 Prisoner, Hostage or Hijacking Benefits

### A. Retention and Accrual of Benefits and Pay

1. A Flight Attendant who, while performing duties in the service of the Company, becomes missing, is interned or is taken prisoner of war by a foreign government, is hijacked or is held hostage, through no willful fault of his/her own, will be entitled to continuation of the following as though she/he were active:
  - a. Retention and accrual of seniority, longevity, sick and vacation;
  - b. monthly compensation calculated as the average monthly compensation of the Flight Attendant's last four months of active service;
  - c. applicable insurance and travel benefits, including for dependents;
  - d. retirement fund contributions normally made by either the Flight Attendant or the Company to his/her account.
2. The monthly compensation noted above shall be credited to the Flight Attendant on the books of the Company and shall be disbursed in accordance with the Beneficiary Designation from the Flight Attendant, as noted in paragraph D. below. In the absence of such Beneficiary Designation, all monies provided for herein shall be placed into an interest-bearing account in the Flight Attendant's name at a financial institution of the Company's choice and, in the event of the Flight Attendant's death, shall be paid to the legal representative of the Flight Attendant's estate.

**B. Cessation of Benefits**

Benefits pursuant to paragraph A., above, shall cease at the earliest of:

1. The date on which the Flight Attendant returns to active or inactive status with the Company, including a leave of absence, after her/his release from captivity; or
2. The date on which the Flight Attendant is known or presumed to be no longer alive. In the absence of knowledge on the part of the Company as to whether such Flight Attendant is alive, the Flight Attendant will be presumed no longer alive after a period of eighteen (18) months from the date such Flight Attendant was last known to the Company to have been missing, interned, held prisoner of war, hijacked or held hostage. If such Flight Attendant is subsequently discovered to be alive, she/he shall receive compensation as specified in Paragraph C, below.

- C.** A Flight Attendant whose benefits cease pursuant to paragraph B.2., above, shall be entitled to death and survivor benefits pursuant to the applicable insurance policy or policies. If a Flight Attendant who has been paid death/survivor benefits pursuant to this Section is later found to be alive, she/he shall receive retroactively the difference in pay between the total compensation (including death benefits) paid under this Section and the monthly amounts she/he would have been due under this Section had the Company known she/he was alive. If the Flight Attendant remains interned or imprisoned, monthly payments shall then be resumed for the duration of internment or imprisonment pursuant to paragraph B., above. If the death/survivor benefits are greater than the benefits provided pursuant to this Section, the Flight Attendant shall reimburse the Company for the excess received.

**GoJet Airlines Flight Attendant CBA**

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**D. Flight Attendant Directions**

The Company will forward to each Flight Attendant and request that she/he execute and deliver to the Company the following written direction:

HIJACKED, INTERNED, PRISONER OF WAR BENEFITS BENEFICIARY  
DESIGNATION

TO: GOJET AIRLINES LLC

You are hereby directed to pay all monthly compensation allowable to me under the above titled Section and any other benefits due to me under the provisions of this Agreement while I am missing or resulting from my death or any other condition which causes direct payment to be impossible as follows:

\_\_\_\_\_ % of my monthly pay to:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

as long as that person is living.

The balance, if any, and any amounts accrued after the death of the person named in the above designation, will be held for me or in the event of my death before receipt thereof, will be paid to the legal representative of my estate.

The foregoing direction may be modified from time to time by signing another Beneficiary Designation form, and any such modification will become effective upon receipt of such form by the Company. Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making further payments with respect thereto.

\_\_\_\_\_  
Signature

- E.** The Company shall issue annually an electronic reminder to all Flight Attendants to review and update, if necessary, the Beneficiary Designation form provided in paragraph D. above.

## **Section 30 No Strikes or Lockouts**

- A.** During the term of this Agreement there shall be no strikes, concerted work stoppages, concerted slow downs, honoring of picket lines, sympathy strikes, or other concerted interference with the operation of the Company by the Union, its agents or representatives or by the Company's Flight Attendants.
  
- B.** In the event of such strikes, concerted work stoppages, concerted slow downs, honoring of picket lines, sympathy strikes or other concerted interference with the operation of the Company, if a Flight Attendant participates in such activities and the Company terminates or otherwise disciplines said Flight Attendant, only the fact of whether the Flight Attendant's participation in the proscribed conduct may be the subject of a grievance or submission to the System Board of Adjustment.
  
- C.** There shall be no lock-outs during the term of this Agreement.

## Section 31 Effective Date and Duration

This agreement shall become effective February 14, 2020 and shall remain in full force and effect until February 14, 2025, and shall renew itself without change each succeeding February 25<sup>th</sup> thereafter unless written notice of intent to change is served by either party in accordance with Section 6, Title I of the Railway Labor Act, as amended, at least one hundred and eighty (180) days prior to, or any February 25<sup>th</sup> thereafter. Upon request of either party, the parties agree to commence such negotiations three hundred sixty-five (365) days prior to February 25, 2025.

For the Company:

For the Association of Flight Attendants,  
AFL-CIO

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Terry Basham  
Chief Operating Officer  
February 14, 2020

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Sara Nelson  
International President, AFA-CWA  
February 14, 2020

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Michaela Klasner  
Director Inflight Service  
February 14, 2020

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Joanne Churchill  
MECP  
February 14, 2020

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Brittany Smith  
Negotiating Committee Member  
February 14, 2020

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Suzanne Balzer  
AFA Staff Negotiator  
February 14, 2020

**LOA 2020-01    Bonus**

**Letter of Agreement  
Between  
GoJet Airlines, LLC  
And  
The Flight Attendants  
In the Service of  
GoJet Airlines, LLC  
As Represented by the  
Association of Flight Attendants – CWA, AFL-CIO, Local 31**

This letter of agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between GoJet Airlines, LLC, (hereinafter "the Company") and the Flight Attendants in the service of GoJet Airlines, LLC, as represented by the Association of Flight Attendants - CWA, AFL-CIO, Local 31 (hereinafter "AFA").

WHEREAS, GoJet wishes to provide a lump-sum payment to the Flight Attendants of GoJet in recognition of their service to the Company.

NOW THEREFORE, GoJet and AFA agree as follows:

1. Each non-management Flight Attendant on the GoJet Seniority List as of February 14, 2020 shall receive the following one-time lump sum payments, calculated based on the Flight Attendant's longevity date as of February 14, 2020:  
  

9 months – 2 years longevity	=	\$800.00
3 years – 6 years longevity	=	\$1,000.00
7 years – 10 years longevity	=	\$1,200.00
11 years longevity	=	\$1,400.00
  
2. The Company shall provide to AFA an accurate list of Flight Attendants who are on the seniority list on the date of signing. The accuracy of the list shall be the responsibility of AFA.



## GoJet Airlines Flight Attendant CBA

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3. The Company shall pay the amounts in Paragraph 1 via direct deposit to each Flight Attendant on the list currently employed by the Company and shall mail manual checks to Flight Attendants on the list not currently employed by the Company to their last known address on the Flight Attendant's smaller paycheck made on the 30<sup>th</sup> of the month after February 14, 2020 (assuming there is sufficient time for payroll to make such payment, and if not, such bonus will be made on the next paycheck made on the 30<sup>th</sup> of the month).
4. The Company shall make the applicable deductions for federal, state and local taxes and AFA dues from the amounts paid to the Flight Attendants above in paragraph 1.

In Witness Whereof, the Company and AFA have executed this Letter of Agreement on the date indicated below.

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Michaela Klasner  
Director Inflight Service  
February 14, 2020

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Sara Nelson  
International President, AFA-CWA  
February 14, 2020

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Joanne Churchill  
MEC President, AFA-CWA  
AFA-CWA  
February 14, 2020

**LOA 2020-02      Seniority Accrual Outside the Position**

**Letter of Agreement  
Between  
GoJet Airlines, LLC  
And  
The Flight Attendants  
In the Service of  
GoJet Airlines, LLC  
As Represented by the  
Association of Flight Attendants – CWA, AFL-CIO, Local 31**

This letter of agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between GoJet Airlines, LLC, (hereinafter "the Company") and the Flight Attendants in the service of GoJet Airlines, LLC, as represented by the Association of Flight Attendants - CWA, AFL-CIO, Local 31 (hereinafter "AFA").

Any Flight Attendants on the GoJet Flight Attendant seniority list as of February 14, 2020 who hold positions outside of Inflight will continue to accrue seniority and will not be removed from the seniority list and if they are an employee of the Company.

In Witness Whereof, the Company and AFA have executed this Letter of Agreement on the date indicated below.

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Michaela Klasner  
Director Inflight Service  
February 14, 2020

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Sara Nelson  
International President, AFA-CWA  
February 14, 2020

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Joanne Churchill  
MEC President, AFA-CWA,  
AFA-CWA  
February 14, 2020

**LOA 2020-03    In Domicile Cancellation Hotels**

**Letter of Agreement  
Between  
GoJet Airlines, LLC  
And  
The Flight Attendants  
In the Service of  
GoJet Airlines, LLC  
As Represented by the  
Association of Flight Attendants – CWA, AFL-CIO, Local 31**

This letter of agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between GoJet Airlines, LLC, (hereinafter "the Company") and the Flight Attendants in the service of GoJet Airlines, LLC, as represented by the Association of Flight Attendants - CWA, AFL-CIO, Local 31 (hereinafter "AFA").

In the event that a Flight Attendant who is in domicile and lives at least 75 miles from the airport is cancelled in domicile said Flight Attendant may call the Director Inflight Service or her designee to request authorization for a hotel room. Authorization for a hotel room will be approved or denied at the sole discretion of the Director Inflight Service or her designee which will be based on the totality of circumstances.

This Letter of Agreement shall become effective upon execution by both parties and shall remain in full force and effect concurrent with the current collective bargaining agreement.

In Witness Whereof, the Company and AFA have executed this Letter of Agreement on the date indicated below.

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Michaela Klasner  
Director Inflight Service  
February 14, 2020

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Sara Nelson  
International President, AFA-CWA  
February 14, 2020

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Joanne Churchill  
MEC President, AFA-CWA  
AFA-CWA  
February 14, 2020

**LOA 2020-04    Golden Days**

**Letter of Agreement  
Between  
GoJet Airlines, LLC  
And  
The Flight Attendants  
In the Service Of  
GoJet Airlines, LLC  
As Represented By the  
Association of Flight Attendants – CWA, AFL-CIO, Local 31**

This letter of agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between GoJet Airlines, LLC, (hereinafter "the Company") and the Flight Attendants in the service of GoJet Airlines, LLC, as represented by the Association of Flight Attendants - CWA, AFL-CIO, Local 31 (hereinafter "AFA").

WHEREAS, The Company wishes to provide "Golden Days" to Flight Attendants. Golden Days allow flexibility for a Flight Attendant to plan for certain events that take place within a calendar year.

NOW THEREFORE, The Company and AFA agree as follows:

1. The Company will provide Flight Attendants up to four Golden Days per calendar year. However, the allocation of Golden Days will be pro-rated in the calendar year a Flight Attendant is hired (rounded down to the nearest whole number) and will be calculated based on the projected months the Flight Attendant is to be in active service.
2. A Flight Attendant may request a maximum of two consecutive Golden Days.
3. A Golden Day must occur on a "day off," as awarded by the preferential bidding system.
4. A Flight Attendant must notify Crew Scheduling, in writing, at least one week prior to the date(s) requested to be taken as a Golden Day.
5. Golden Days may not be taken on a holiday, nor may they be taken in conjunction with a holiday.

## GoJet Airlines Flight Attendant CBA

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6. No more than fifty percent (50%) of Reserve Flight Attendants at any particular base may take a Golden Day on the same date. If more than 50% of Reserve Flight Attendants request a Golden Day off on the same date in any particular base, the Golden Day will be awarded to the more senior Flight Attendants.
7. Any unused Golden Days will not be carried over into the next calendar year.
8. A Flight Attendant may request to cancel, in writing, a previously awarded Golden Day, but the request must be made at least one week prior to the date of said Golden Day. The cancelled Golden Day will not be re-credited to the Reserve Flight Attendant.

This Letter of Agreement shall be effective on February 14, 2020 and shall remain in full force and effect concurrent with the Agreement and become part of the status quo in accordance with the terms of the Agreement and the Railway Labor Act, as amended.

In Witness Whereof, the Company and AFA have executed this Letter of Agreement on the date indicated below.

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Michaela Klasner  
Director Inflight Service  
February 14, 2020

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Sara Nelson  
International President, AFA-CWA  
February 14, 2020

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Joanne Churchill  
MEC President, AFA-CWA,  
AFA-CWA  
February 14, 2020

**Appendix A      Panel of Neutrals**

Jim Conway

Josh Javits

Charlotte Gold

Larry Holden

Dana Eischen

Susan Brown

Rocky Perkovich

Bonnie Weinstock

Jeannie Vonhof