

SECTION 1
RECOGNITION

- A. In accordance with Certification Number R-6387 made by the National Mediation Board, the Company recognizes the Association of Flight Attendants-Communications Workers of America, AFL-CIO, as the bargaining representative of the Flight Attendants employed by the Company for the purposes of the Railway Labor Act, as amended.
- B. The provisions of the Agreement shall be binding on any successors or assigns of the Company, unless and until changed in accordance with the provisions of the Railway Labor Act, as amended.
- ~~C. In the event of a merger with another airline, which affects the seniority rights of the Flight Attendants on the American Eagle Airlines, Inc., Flight Attendant Seniority List, the parties will make their best efforts to resolve matters in a fair and equitable manner.~~

C. Labor Protective Provisions

1. In the event of a merger of the Company with another airline, which affects the seniority rights of Flight Attendants on the Company's Flight Attendant System Seniority List, provisions will be made for the integration of seniority lists in a fair and equitable manner. The integration of the seniority lists of the respective Flight Attendant groups shall be governed by the Association merger policy if both pre-transaction Flight Attendant groups are represented by the Association. If the other pre-transaction Flight Attendant group is not represented by the Association, then Sections 3 and 13 of the Allegheny-Mohawk LPPs shall apply. The Surviving Entity shall accept the integrated seniority list established through the Association merger policy or LPP proceedings, as applicable, provided the integrated seniority list does not impose additional costs or financial burdens on the Company.
2. In the event of a merger or acquisition involving the Company, the Company will meet and confer with the Association concerning any matters that affect the Flight Attendants covered by this Agreement.
3. Remedies
Any and all disputes concerning alleged violation of Paragraph C shall be resolved by final and binding arbitration. The Company specifically agrees to arbitrate any grievance filed by the Association alleging violation of this Section on an expedited basis directly before the System Board of Adjustment sitting with a neutral member, as the arbitration forum. The dispute shall be heard expeditiously no later than sixty (60) days following the submission to the System Board, and the Company agrees to request that a decision be issued within sixty (60) days after the close of the hearing.

D. Scope

No Flight Attendant will be furloughed or subject to involuntary domicile transfer as a direct and immediate result of any flying performed by management personnel.

E. New Equipment Type

Whenever a new equipment type which will be operated by the Company is placed into revenue service, the Company will notify the Union of the new equipment type and will meet and discuss the implementation and training for the new equipment, and whether any changes to the Agreement are necessary.

**SECTION 3
MANAGEMENT RIGHTS**

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

**SECTION 4
COMPENSATION**

A. Pay Rates

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

<u>Years of Service</u>	<u>DOS</u>	<u>DOS + 12 Months</u>	<u>DOS + 24 Months</u>	<u>DOS + 36 Months</u>
0-1 Year	\$17.67	\$17.85	\$18.03	\$18.39
1-2 Years	\$19.61	\$19.81	\$20.01	\$20.41
2-3 Years	\$20.24	\$20.44	\$20.64	\$21.05
3-4 Years	\$21.03	\$21.24	\$21.45	\$21.88
4-5 Years	\$22.75	\$22.98	\$23.21	\$23.67
5-6 Years	\$23.80	\$24.04	\$24.28	\$24.77
6-7 Years	\$24.82	\$25.07	\$25.32	\$25.83
7-8 Years	\$27.41	\$27.68	\$27.96	\$28.52
8-9 Years	\$28.40	\$28.68	\$28.97	\$29.55
9-10 Years	\$29.41	\$29.70	\$30.00	\$30.60
10-11 Years	\$30.39	\$30.69	\$31.00	\$31.62
11-12 Years	\$30.75	\$31.06	\$31.37	\$32.00
12-13 Years	\$31.00	\$31.31	\$31.62	\$32.25

2. All Flight Attendants will be placed on the pay scale ("Pay Scale") set forth in paragraph A.1. above, based on each flight attendant's actual date of hire (or adjusted date of hire because of unpaid leaves of absences, etc.).
- ~~3. No Flight Attendant's hourly flight pay rate ("Pay Rate") shall be reduced as a result of the implementation of the Pay Rates set forth above. In the event a Flight Attendant's Pay Rate is higher than the Pay Rate she/he would have received on the pay scale set forth above, she/he will remain at her/his current Pay Rate until her/his length of service with the Company would result in her/him moving to the next higher Pay Rate.~~

B. Minimum Monthly Pay Guarantee

A Flight Attendant who is available for duty for a full month will be paid flight pay at the applicable hourly rate for seventy-five hours (75:00). In the event a Flight Attendant is unavailable for a portion of the month, her/his guarantee for that month will be prorated.

C. Cancellation Credit/Adjusted Guarantee

1. A Flight Attendant who is available for a full month and is awarded a regular or relief line will be guaranteed ninety-six percent (96%) of the scheduled flight hours awarded on her/his final bid award.

- a. Plus:
 - i. Any awarded open time (TO)
 - ii. Any time added due to assignment of new flying
 - iii. Any junior manning assignment (JM)
- b. Deducting:
 - i. A trip trade of less flight time value than the flight attendant's original trip
 - ii. Any trip sequence drops or portions thereof
 - iii. Any trip(s) missed due to illness or non-occupational injury where the flight attendant has no accrued paid sick time available
 - iv. Any missed assignments

2. Application of Cancellation Credit

Flight Attendants who have flights cancelled will be paid the greater of:

- a. The minimum monthly guarantee, or
- b. The adjusted guarantee as defined in paragraph 1 above, or
- c. The flight hours flown during the month.

D. Domicile Report

- 1. A Flight Attendant who reports for duty ~~period~~ which begins at such Flight Attendant's domicile and who performs no flying or does no deadheading shall be credited one hour (1:00) of applicable flight pay.
- 2. A Flight Attendant who is ~~reassigned~~ assigned new flying under the provisions of Section 8.F-4.E.4. will be paid for the rescheduled flying performed.
- 3. A Flight Attendant who elects to enter the reserve system when offered by the Company under Section 8.F-6-D.5. will be credited the value of a reserve day or the time flown during the reserve assignment, whichever is greater.

4. A Flight Attendant who is required to remain available at the domicile airport for ~~reassignment~~ additional flying assignment within two hours (2:00) and who does no flying will be credited with the time elapsed prior to release.

E. Deadheading Pay

- 1. A Flight Attendant who deadheads to or from any station at Company direction for the purpose of covering a trip assignment will be credited for such deadheading at forty-five minutes (0:45) ~~one hour (1:00)~~ for each one hour (1:00) ~~two hours (2:00)~~ of such deadhead time on the basis of the scheduled flight leg(s) at the Flight Attendant's applicable Pay Rate.
- 2. A Flight Attendant who travels by ground transportation to or from any station at Company direction for the purpose of covering a trip assignment will be credited for such deadheading at forty-five minutes (0:45) ~~one hour (1:00)~~ for each one hour (1:00) ~~two hours (2:00)~~ of deadhead time on the basis of the scheduled flight time between the points traveled at such Flight Attendant's applicable Pay Rate.
- ~~9. Deadheading at the Flight Attendant's request, such as a request to pick up open time in another domicile, will not be credited under subparagraphs 1 and 2, above.~~
- ~~4. If the Company requests a Flight Attendant to use her/his personal vehicle for surface deadheading, she he will be allowed \$0.245 per mile point to point and return. A Flight Attendant will not be required to drive her/his personal vehicle.~~
- 3. A Flight Attendant will not be required to deadhead/position on a "maintenance ferry" flight.

F. Pay for Open Time

- ~~1. The following provisions apply only to Flight Attendants holding regular, or relief lines. Flight Attendants holding reserve lines are not eligible.~~
- ~~21.~~ A Flight Attendant, who bids for and is awarded a trip not scheduled on her/his final bid award, excluding ~~reassignments~~ schedule changes and ~~drafting junior manning~~ assignments, will receive pay and credit above guarantee for such time awarded.
- ~~32.~~ A Flight Attendant scheduled for vacation may bid for and fly open time. In addition to vacation pay, such Flight Attendant will receive pay and credit above guarantee for all hours flown during the vacation period.
- ~~43.~~ See Appendix A for clarification and examples for the paragraphs set forth above.

G. Ferry Pay

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

H. Initial Operating Experience (IOE)

I.O.E. Instructor compensation shall be paid in addition to all other compensation at the rate of ~~five dollars (\$5.00)~~ seven dollars and fifty cents (\$7.50) per hour for the actual or scheduled flight time, whichever is greater.

I. Special Assignment Pay

A Flight Attendant removed from a trip(s) for a special assignment shall receive pay and credit toward her/his guarantee for the scheduled trip(s) plus per diem for the period of assignment. If the special assignment is worked on a scheduled day off, the Flight Attendant will receive pay and credit above her/his guarantee for ~~three hours and thirty minutes (3:30)~~ three hours forty-five minutes (3:45), plus per diem, for the period of the assignment. Acceptance of special assignments are voluntary.

J. Drug and Alcohol Testing

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

K. Flexible Hiring Rates

- 11. In the event the Company, in its sole discretion, determines that the starting Pay Step (Step ~~0-1~~) as specified in this agreement is not sufficiently competitive to attract and retain qualified Flight Attendant candidates, the Company may hire applicants as a Pay Step (Steps ~~1-2~~ through ~~4~~ 12-13) higher than the starting rate specified in this Agreement. As market conditions change, the Company may, in its sole discretion, change its designated starting rate. Such designated starting rate may be higher or lower than the previously designated starting rate, however, such starting rate may not be lower than Step 1 nor higher than Step ~~4-12-13~~.
- 12. Should the Company raise the starting Pay Step as specified in subparagraph 1. above, Flight Attendants who are receiving less than the new designated starting Pay Step will have their Pay Step concurrently increased to the new designated starting Pay Step.
- 13. A Flight Attendant whose Pay Step is increased in accordance with subparagraphs 1. or 2. above, will progress to the next higher Pay Step of the pay scale on the date such flight attendant's length of service catches

up with her/his adjusted pay Step. This is the same date the Flight Attendant would have progressed to that higher Pay Step had the Flight Attendant's pay not been adjusted. For example, a Flight Attendant who is hired at Step 2, will remain at Step Two from the date of hire until the completion of one (1) year of service, at which time her/his Pay Rate will progress to Step 3.

- 14. The Company will notify the MEC President whenever it uses flexible hiring rates.

L. Pay Day

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

M. Holidays

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

**SECTION 5
EXPENSES**

- A. 1. The Company will provide, at no expense to the Flight Attendant, comfortable and adequate single occupancy lodging at overnight stations and training away from her/his domicile. The provisions of this paragraph shall not apply to new hire initial training. ~~Upon request, the Company will meet with the Union Hotel Committee to discuss accommodations.~~
2. Day Rooms – When a Flight Attendant's ground time, outside of their domicile, is scheduled for or anticipated to be more than five hours, Day Rooms will be shared but only if both Flight Attendants are of the same sex.
3. In-domicile overnights. If an overnight trip cancels or splits in domicile, the Flight Attendant(s) originally scheduled to work the trip(s) will be provided a comfortable, safe and suitable single-occupancy hotel room, if requested so long as the actual rest period has been rescheduled as a reduced rest. If the overnight is more than a reduced rest, the Flight Attendant may still request a hotel room but it will be provided at the Company's discretion. However, the discretionary decision will be applied no less favorably to flight attendants than to pilots on the same crew.
4. If it is determined that a hotel room will not be available within 60 minutes after check-in at the hotel, the Flight Attendant can request that the hotel provide another comparable quality accommodation and advise crew scheduling.

~~B. Subject to space availability, the Company will provide a clean, comfortable, quiet and secure facility at the airport for the exclusive use of Flight Attendants on "Standby Reserve".~~

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

Effective	Hourly Per Diem:
3/2/98 <u>DOS</u>	\$1.25 <u>\$1.55</u>
1/1/99 <u>DOS+12 months</u>	\$1.30 <u>\$1.60</u>
<u>DOS+24 months</u>	<u>\$1.65</u>
<u>DOS+36 months</u>	<u>\$1.70</u>

2. Per diem expenses will be paid for each trip hour (prorated to nearest minute) from the time the Flight Attendant checks in one hour (1:00) before scheduled domicile departure until fifteen minutes (:15) after block-in at her/his domicile (thirty minutes (:30) if required to clear

customs). If a Flight Attendant is on temporary assignment at a different domicile other than her/his own, then per diem expenses will start at flight departure to the different domicile and end at flight arrival back at her/his domicile.

23. Flight Attendants assigned to an International Overnight as defined in Section 2, Definitions, or an International Continuous Duty Overnight (ICDO) will receive per diem as specified in Section 30 – International Flying five dollars (\$5.00) for each such International Overnight or ICDO, in addition to the hourly per diem rate set forth in sub-paragraph C-1.above.

- ~~C-D.~~ 1. The Company will provide transportation between the airport and lodging facilities and will make a stop enroute at suitable eating facilities, if such is unavailable near the lodging.
2. In the event a crew has waited more than fifteen minutes (:15) at the curb for transportation to or from the hotel, the crew will be reimbursed for the amount of the taxi, if the hotel does not pay for the taxi. The intent of this paragraph is to provide one (1) crewmember reimbursement per incident. ~~When a Flight Attendant drives her/his personal vehicle at the direction of the Company (prior approval required), she/he will be allowed twenty-four and one-half cents (\$.245) per mile point to point and return. A Flight Attendant will not be required to drive her/his personal vehicle.~~

- ~~E-D.~~ 1. At domiciles where free parking is not available the Company will pay the cost of parking for Flight Attendants. For Flight Attendants who elect to park at airports other than their domicile airport, the Company will reimburse parking fees equal to the fees charged for domicile parking, subject to local airport authority and governmental limitations. The Company will not be responsible for any administrative cost or procedures other than at the domicile. In case of a co-domicile as specified in Section 29 – Co-domiciles, the highest maximum daily rate of the airports included will be the maximum amount reimbursable to the Flight Attendant. All reimbursements of parking expenses will require receipts.

2. Those Flight Attendants who have the option of utilizing public transportation or what is commonly referred to as "park-and-ride" system in which they are able to park their vehicles at a location(s) away from the airport and to utilize public transportation to get to the airport shall be entitled to utilize such a system and to be reimbursed for the amount of fare and/or parking by the Company up to the limit of the normal Company provided parking. All reimbursements of parking/transportation will require receipts.

1. The Company, upon request, will meet with the Union Hotel Committee at least on a quarterly basis at pre-determined, mutually acceptable dates, locations and times to discuss accommodations.
2. The Company will provide the Hotel Committee or other Union-designated MEC representative with a complete listing, including the complete address and phone numbers, of every hotel with which the Company has an agreement to provide lodging for Flight Attendants.
3. Recommendations of the Union's Hotel Committee will be given serious consideration by the Company and management will implement any recommendations whenever it is feasible and practical to do so without causing the Company to incur an unreasonable increase in cost.
4. All reports and documentation of non-compliance of hotel contracts will be addressed and responded to in the manner required and agreed to as set out in the hotel contract in question. The Company agrees to take immediate action if there is a major breach in the safety and security provided by the hotel to our crews.
5. When the Company's hotel administrator goes on a review/visit of a hotel which is currently used or is being considered to be used by the Company to lodge Flight Attendants, it shall afford the Union's designated representative the opportunity to attend the review/visit and shall relieve the Flight Attendant from any of her/his trip(s) which she/he may have during the review/visit date(s) as well as the day prior to and following such review/visit (unless the review/visit is to an international location in which she/he would be relieved of any trip(s) which fall on the two (2) days before the review/visit begins and the two (2) days immediately following the review/visit) and shall pay the affected Flight Attendant as if she/he had flown the trip(s) dropped. In such instances, the Company will be reimbursed for all flight pay loss associated with the hotel visit in accordance with Section 24 of this Agreement. Furthermore, if the hotel being reviewed/visited offers complimentary room accommodations for the Flight Attendant, the Company shall facilitate the arrangements of such accommodations and the Flight Attendant will not be charged for the single occupancy room. If offline transportation is required to facilitate the hotel review/visit, the Company will request passes, if available, from the offline carrier on behalf of the Association Representative. Any charges associated with passes that are secured on the Flight Attendant's behalf will be paid for by the Association.

SECTION 6 MOVING EXPENSES

- A. A Flight Attendant will be eligible for Company paid moving expenses if she/he is involuntarily displaced to another base from her/his present base, including a furloughed Flight Attendant who is recalled to a base other than the one from which she/he was furloughed and who has exhausted her/his option to bypass recall. The Company will pay moving expenses when:
 1. ~~A Flight Attendant is assigned from one domicile to another domicile and she/he moves.~~
 2. ~~A Flight Attendant is displaced to another domicile as a result of a reduction of flying time at a domicile or as a result of a base closure.~~
- B. The Flight Attendant will pay moving expenses when:
 1. A Flight Attendant moves to a domicile incident to initial employment.
 2. A Flight Attendant is awarded a bid to a domicile. (i.e., voluntary move).
 3. A Flight Attendant is recalled from furlough and has not exhausted her/his option to bypass recall.
- C. When the Company is required to pay moving expenses, receipts from the moving expenses must be submitted within ~~thirty (30)~~ forty-five (45) days after incurring the expenses. ~~in accordance with Company policy.~~
- D. A Flight Attendant eligible for Company paid moving expenses ~~a move~~ will be reimbursed reasonable expenses incurred in moving, up to a maximum of one thousand five hundred dollars (\$~~1500~~1500.00) for any move within a radius of five hundred (500) statute miles or a maximum of two one thousand two hundred fifty dollars (\$~~1,250~~1,25000.00) for any move outside a radius of the specified five hundred (500) statute miles.
- E. A Flight Attendant ~~will be eligible for moving expenses reimbursement under this Section for twelve (12) months after the commencement of line flying at the new domicile in accordance with Section 6.A. above~~ will be eligible for one of the following:
 1. Reimbursement for expenses for driving two (2) personally owned automobiles from her/his old domicile to her/his new domicile at the maximum IRS allowable rate per mile based on the most direct AAA mileage; or
 2. A Flight Attendant who is displaced to a domicile that requires a move over water (i.e. to or from SJU) will be entitled to have one (1) vehicle shipped to her/his new domicile at Company expenses, excluding taxes and licenses.
- F. A Flight Attendant who is eligible for Company paid moving expenses in accordance

with Section 6.A. above will be eligible to receive two (2) consecutive nights lodging at a Company provided hotel and three (3) days of per diem at the applicable rate for the purpose of seeking permanent lodging at the new domicile.

the leasing agent or landlord.

G. Moving Days

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

H. The company will be responsible for reimbursement of eligible expenses under this Section that are incurred up to and including twelve (12) months after the Flight Attendant reports to the new domicile.

F. A Flight Attendant who is eligible for Company paid moving expenses may elect to have her/his the move paid from a location other than the domicile from which she/he is being transferred to any location within sixty (60) miles of the new domicile city; provided that at the time of the move, the Flight Attendant resides more than sixty (60) miles from the new domicile airport. However, the Company's responsibility will not exceed the cost of moving the Flight Attendant from the domicile from which she/he is transferred to her/his new domicile.

J. When the Company is required to pay moving expenses, nothing in this Section is intended to prevent the Company and Flight Attendant from agreeing to an amount to be paid to the Flight Attendant in lieu of the moving expenses provided for herein, provided that the agreement is subject to prior written approval by the Union.

K. Flight Attendants making a Company paid move will be permitted, upon application, to draw an interest-free advance not to exceed \$750.00 to be repaid at a rate of \$50.00 per pay period, beginning with the next pay period. Such advance shall be requested and will be made prior to the move.

L. For qualifying moves in accordance with section 6.A. above, the Company will provide, upon request, documentation to assist the Flight Attendant in terminating a lease. In the event that the efforts of the Flight Attendant are not successful, the Company will pay a broken lease penalty, if incurred, not to exceed the lesser of one month's rent or \$500.00. In order to be eligible for this provision, the affected Flight Attendant must provide the Company with accurate contact information for

**SECTION 7
HOURS OF SERVICE**

A. Scheduled Monthly Maximum

1. A Flight Attendant will not be ~~required to exceed scheduled for more than ninety-one one hundred block flight hours (91/100:00) per month, not including deadhead assignments. A Flight Attendant may elect to exceed the one hundred block hour (100:00) limitation through trip trades, optional exchanges and pick-ups from open time.~~
2. ~~If a Flight Attendant is projected to exceed or actually exceeds the one hundred block hour (100:00) limitation, the Company will determine which leg(s) to remove from her/his schedule in order to reduce her/his projected block hours to one hundred (100) or less, unless she/he elects to exceed the limitation.~~
3. ~~If a Flight Attendant is projected to exceed or actually exceeds the one hundred block hour (100:00) limitation, she/he will not be junior manned or extended for the remainder of the bid period.~~
4. ~~If a Flight Attendant is awarded a trip sequence that continues into the following month and causes her/his projection for the following month to exceed the one hundred block hour (100:00) limitation, she/he may elect to complete the trip sequence. If the Flight Attendant does not elect to complete the trip sequence that continues into the following month, the Company will determine which leg(s) to remove from her/his schedule in order to reduce her/his projected block hours in the following month to one hundred (100) or less.~~
5. ~~A Flight Attendant will not be paid or credited for any leg(s) removed from her/his schedule as a result of the one hundred block hour (100:00) limitation.~~
6. ~~A Flight Attendant who is not projected to exceed the one hundred block hour (100:00) limitation when her/his duty period begins will complete the duty period even if operational reasons cause her/him to exceed one hundred block hours (100:00) during the duty period. If the duty period does not terminate in domicile, the Flight Attendant may elect to deadhead to domicile or to work the remainder of the trip.~~
7. ~~Paragraphs A.1. through A.6., above, will apply to reduced guarantee lines, except that the one hundred block hour (100:00) limitation will be a fifty block hour (50:00) limitation for such lines.~~

~~B. A Flight Attendant shall not be required to keep the Company informed of her/his whereabouts while on days off or vacation. MOVED TO SECTION 8.P.4.~~

~~B.C. Duty Periods~~

1. ~~A Flight Attendant's duty period, Duty time shall be that period beginning~~

~~one hour (1:00) prior to scheduled flight departure at her/his the Flight Attendant's domicile, shall begin one hour (1:00) prior to scheduled block-out time and end ~~and continuing until fifteen minutes (:15) after actual block-in time of her/his the last flight segment flown (thirty minutes (:30) when required to clear customs), or until when the Flight Attendant is actually released by the Company, whichever is later.~~~~

2. ~~A Flight Attendant's duty period, other than at her/his domicile, shall begin forty-five minutes (:45) prior to scheduled block-out time and shall end fifteen minutes (:15) after actual block-in time of her/his last segment, or when the Flight Attendant is actually released, whichever is later. Duty time at a layover station shall be that period beginning forty-five minutes (:45) prior to scheduled departure. Check-in time at a layover station may be reduced to less than forty-five minutes (:45) prior to scheduled departure, but in no event less than twenty minutes (:20) prior to scheduled flight departure. When the first flight of a Flight Attendant's duty period is scheduled to be a deadhead flight, the duty period will commence thirty minutes (:30) prior to the scheduled departure time.~~
3. ~~If a Flight Attendant's first leg of her/his duty period is a deadhead, other than at her/his domicile, report time shall be thirty minutes (:30) prior to scheduled block-out time.~~
4. ~~At a layover station, a report time may not be reduced to less than twenty minutes (:20) prior to scheduled departure.~~
5. ~~In the event that a Flight Attendant is required to clear customs after the last leg of a trip, release time shall be thirty minutes (:30) after actual block-in time or when the Flight Attendant is actually released, whichever is later.~~

~~B.C. Scheduled on Duty~~

1. ~~A Flight Attendant shall not be scheduled to be on-duty more than fourteen hours (14:00) per duty period. A Flight Attendant may not be rescheduled assigned new flying or required to remain on duty in excess of sixteen hours (16:00), including continuous duty overnights.~~
2. ~~A Flight Attendant will receive one (1) calendar day free from duty in her/his domicile in any seven-day period. However, a Flight Attendant at her/his discretion, may elect a 24-hour break from duty in any seven day period to accommodate her/his request(s) for trip trades, optional exchanges and/or pick-ups of open time. shall not be scheduled to fly more than six (6) consecutive duty periods without receiving one (1) calendar day off before being assigned additional duty.~~
3. ~~A flight originating in one calendar day and extending into the next calendar day will be considered to have terminated in the first calendar day, if it terminates no later than 0200 hours local time on the second day.~~
4. ~~In the event that a Flight Attendant's trip sequence is split at her/his~~

domicile after the final bid award causing the Flight Attendant to overnight in the Flight Attendant's domicile, the time away from base (TAFB) will be continued for the duration of the overnight and the Flight Attendant will continue to receive per diem for the duration of the overnight. If the Company implements appropriate technology, Flight Attendants will be required to check-in for the remainder of her/his trip after an in-domicile overnight.

ED. Days Off

1. A regular, relief or ~~r~~Reserve Flight Attendant who is available for flight duty for a full month will be guaranteed a minimum of eleven ten (11) calendar days off at her/his domicile each month. The Company shall make its best effort to construct lines of time with duty days grouped together, and days off grouped together and to construct lines with at least two (2) periods of two (2) consecutive calendar days free from duty.
2. The Company will construct ~~reserve~~ lines of time with duty days grouped together, and days off grouped together in which there are at least two periods of two (2) days free from duty. In addition, the lines of reserve Flight Attendants will be constructed and construct reserve lines with at least one (1) period of four (4) consecutive days off. Reserve lines will include one set of three (3) Golden Days off. Such Golden Days off cannot be changed or removed by the Company for any reason without the approval of the Flight Attendant. Golden Days will be built into the bid line and will be bid upon as part of the line by those Flight Attendants bidding reserve lines. A Flight Attendant may swap her/his complete set of Golden Days off for another Flight Attendant's complete set of Golden Days off so long as the trading of such sets of Golden Days does not create a conflict with the Flight Attendant's Reserve schedule.
3. If a Flight Attendant is unavailable for flight duty for part of a month, the guaranteed days off as provided in ED.1. above will be prorated.
4. In the event of a temporary assignment, the days off at the temporary domicile will be considered as days off at the Flight Attendant's domicile.
5. No Flight Attendant shall be required to work more than two (2) guaranteed days off in a given bid period. When a Flight Attendant is involuntarily required to fly on one of her/his scheduled minimum guaranteed days off in a bid period, the Flight Attendant will:
 - a. Reschedule the day off will be rescheduled during the same bid period month when possible, but in no case later than the following bid period month. Such day(s) off shall be rescheduled by mutual concurrence between the Flight Attendant and the Company. No Flight Attendant shall be required to work more than two (2) guaranteed days off in a given bid period schedule period.
 - b. A Flight Attendant will not be subject to junior assignment or extension on such rescheduled day(s).

c. At the Flight Attendant's option, in lieu of rescheduling the day(s) off, the Flight Attendant will be paid three hours and forty-five minutes (3:45) above her/his guarantee for each such day.

FE. Rest

1. General

- a. The applicable rest provisions for all Flight Attendants (including SJU-based Flight Attendants) will be the greater of those specified for domestic pilots or domestic flight attendants in Part 121 of the Federal Aviation Regulations including any modifications thereto during the life of this Agreement.
- b. Lines of time for a month will be constructed with a minimum of ten hours (10:00) of rest in domicile and a minimum of eight and one-half hours (8:30) of rest in out stations.

2. Rest in Domicile

- a. Whenever a Flight Attendant holding a line of time is placed into rest in her/his domicile she/he will receive a minimum of ten hours (10:00) of rest prior to duty on the next calendar day.
- b. Whenever a Flight Attendant holding a line of time that contains continuous duty overnights (CDOs) is placed into rest in her/his domicile, she/he will receive a minimum of ten hours (10:00) rest within the same calendar day between CDO sequences.
- c. Whenever a Reserve Flight Attendant is placed into rest in her/his domicile that will end on the next calendar day, she/he will receive a minimum of ten hours (10:00) of rest between: trip sequences; an Airport Reserve assignment and a trip sequence; a trip sequence and an Airport Reserve assignment; or within a sequence prior to duty on the next calendar day.
- d. In order to receive the rest specified in paragraphs 2.a., b. and c., above, a Flight Attendant will be required to notify Crew Scheduling within one hour (1:00) of being released should her/his schedule not provide the ten hours (10:00) of rest stated above.
- e. For the purpose of defining "calendar day," and solely for the purposes of paragraphs 2.a., b., c. and d., above, the time limit set forth in Section 7.C.3, shall be extended to 0600 hours local time of the second day.

f. Paragraphs 2.a., c. and d., above, are not intended to require that a Flight Attendant be given ten hours (10:00) of rest in domicile between sequences on the same calendar day.

3. Rest Away from Domicile

On any sequences built by Crew Scheduling (i.e., not built in accordance with paragraph 1.b., above), the Company will make its best efforts to build such sequences providing for eight and one-half hours (8:30) minimum rest out of domicile. Should a flight attendant notify Crew Scheduling before departing on the flight into the outstation where less than eight and one-half hours (8:30) of rest has been scheduled that the sequence has not been constructed for eight and one-half hours (8:30) of minimum rest, Crew Scheduling will provide such rest.

4. Contact During Rest

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

i. Notification of cancellation of the Flight Attendant's first flight following a layover, thus resulting in a later departure from the layover hotel;

ii. Delayed departure of the Flight Attendant's first flight following a layover, thus resulting in a later departure from the layover hotel.

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

b. The Company may also initiate telephone contact with a Flight Attendant to prevent an outbound cancellation from the layover city and/or to position a Flight Attendant to complete the original sequence. This contact may be made during the time period specified in paragraph E.4.a., above or for one hour (1:00) prior to the scheduled ground transport ("van pick up") time prior to the affected flight. It is understood for purposes of this paragraph that positive contact with the individual Flight Attendant is required in order for the notification to be valid.

c. The Company may contact a Flight Attendant at any time in the event of a Flight Attendant's personal non-employment

related emergency.

d. In the event a Flight Attendant is contacted by the Company at any time outside the above-described periods of time or for a reason not listed above (e.g. soliciting open time), the Flight Attendant whose layover duty-free period has been so interrupted will be automatically granted a day free from all duty with the Company, with no loss of pay, to be provided no later than the last day of the bid month following the month in which the Flight Attendant's rest was interrupted. The day selected shall be of the Flight Attendant's choosing.

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

GE. Continuous Duty Overnights ("CDO's")

1. "Continuous Duty Overnight" is a scheduled duty period which begins in one calendar day and ends in the next calendar day without interruption by a scheduled rest period of at least eight hours (8:00) between flight assignments, and is so identified by a scheduled on duty rest of less than eight hours (8:00) in accordance with the provisions of sub-paragraphs a., b., and c. below.

a. Should a Flight Attendant be scheduled for a CDO which is scheduled to provide a break of six hours (6:00) or less (block in to block out), such Flight Attendant will not be scheduled for more than two (2) take offs during such CDO.

b. Should a Flight Attendant be scheduled for a CDO which is scheduled to provide a break of more than six hours (6:00) (block in to block out), such Flight Attendant will not be scheduled for more than four (4) take offs during such CDO.

c. Should a Flight Attendant scheduled as provided in sub-paragraphs a. or b. above be ~~reassigned~~ assigned new flying, the number of times she/he may depart from her/his domicile shall be determined on the basis of the rest break received calculated on actual block-in and block-out times for such rest break.

2. Flight Attendant schedules will be constructed with no more than three (3) consecutive CDO's. Such CDO groupings shall be followed by not less than two (2) calendar days off. If three (3) consecutive CDO's are scheduled for a Flight Attendant, she/he will be scheduled for two (2) calendar day(s) off.

3. Wherever possible, the Company will construct lines of flying that contain only CDO's.

4. No more than four (4) consecutive CDOs will be scheduled for a Flight

Attendant during the transition period.
INCORPORATED FROM SIDELETTER P.

5. A Flight Attendant may request removal of the fourth CDO that falls in the beginning of the new contractual month. Staffing permitted, the transition team will remove the fourth CDO with no reduction in guarantee. For purposes of such removal, staffing will be evaluated before the final bid awards are posted. If staffing does not allow for removal at that time, the request will be reevaluated after the close of initial open time bid.
INCORPORATED FROM SIDELETTER P.
6. Requests for the removal of a fourth CDO during the transition period will take precedence over all other requests. Such requests will be processed in seniority order.
INCORPORATED FROM SIDELETTER P.
7. A Flight Attendant holding a CDO line which is projected to contain seven (7) or more CDO trips, who picks up open time on a day off, will be credited for such time in addition to the normal monthly guarantee.
INCORPORATED FROM SIDELETTER H.

SECTION 8 **SCHEDULING**

- A. 1. Schedules for bidding purposes will be posted and made available to each Flight Attendant at each domicile on or before fifteen (15) days prior to the start of the next contractual month. In the event that the Company needs to adjust this timeline due to unforeseen circumstances, the Company will notify the Association as soon as possible. Bidding will close at 1200, Central Standard Time (CST), at the domicile, five (5) days after posting. Final bid awards will be posted as soon as available but in no case more than five (5) days after closing time for bidding.
 2. Bid Package
The bid package will show all regular, relief and reserve lines and reduced guarantee lines, if any. The package will also show, at a minimum, the following:
 - a. Bid Issue Date
 - b. Bid Closing Date
 - c. General Information
 - i. Training Information
 - ii. Number of lines for each position
 - d. Trip Sequence Summary by Aircraft Type
 - e. Specific Trip Sequences, which will include, at a minimum:
 - i. Trip sequence number
 - ii. Flight numbers and frequency
 - iii. All scheduled stops by station
 - iv. Departure and Arrival times
 - v. Total flight block-to-block times
 - vi. Scheduled duty period credit
 - vii. Scheduled trip sequence credit
 - viii. Check-in at domicile
 - ix. Report time at layover station
 - x. Daily on-duty period
 - xi. Off duty time
 - xii. Total time away from base (TAFB)
- B. Schedule Construction Schedules shall contain:
 1. A variety of bid lines will be constructed, with priority given to constructing lines with similar trips (e.g. single day trips or multi-day trips or CDO's). Regular lines of time;
When appropriate, schedules will also contain:
 2. Regular and relief lines will be constructed with a minimum of two (2) periods of at least two (2) consecutive days off. Relief lines of time;

3. A Flight Attendant holding a regular line of time will not be scheduled for reserve, except as provided in this agreement. Reserve lines;
4. Reserve lines will be constructed with at least one period of four (4) consecutive days off. FDY lines; and/or
5. Lines will not be constructed with more than 91 credit hours (including 50% of scheduled deadhead hours). Part-time lines;
6. Lines will be constructed with at least ten hours (10:00) rest between trips in domicile.
7. Lines of time for a month will reflect any known reduced/changed holiday scheduling for that month. Should holiday schedules be modified after the final bid award, the affected Flight Attendants will be notified as soon as possible.
8. If an overnight is scheduled for less than nine hours (9:00), the following day shall not be scheduled for more than twelve hours (12:00) on duty.
9. A bidline trip will normally not consist of more than four (4) days. However, in unusual circumstances such as, but not limited to, charters, retirement of equipment type or shifting of equipment type to a different domicile, trips may be scheduled to a maximum of five (5) days.
10. The Company shall offer reduced guarantee lines when feasible. The pay guarantee for reduced guarantee lines will be fifty percent (50%) of the regular monthly guarantee as defined in Section 4 (Compensation).
 - a. Reduced guarantee lines shall contain trips up to a maximum of forty-five hours and thirty minutes (45:30).
 - b. Such lines will be issued as part of the bid packet and awarded in seniority order.
 - c. No Flight Attendant will be involuntarily assigned to a reduced guarantee bid line.
 - d. Flight Attendants holding reduced guarantee lines may bid for and be awarded open time in the same manner as any other Flight Attendant covered by this Agreement, including on their regularly scheduled day(s) off.
 - e. Benefits and health insurance premiums will be the same as those extended to regular line holders. This will include normal accruals of seniority, vacation and sick leave. Pass privileges will be the same as those extended to regular line holders.

C. Bidding

- ~~1.~~ 1. A Flight Attendant may bid any of the lines posted at her/his domicile.
- ~~2.~~ 2. Bids will be awarded to qualified Flight Attendants in accordance with seniority.
- ~~3.~~ 3. An Inflight Supervisor will bid for a Flight Attendant, upon request, when

a Flight Attendant will not be available to bid because of extenuating circumstances.

- ~~34.~~ 34. In order to be awarded a bidline for the month when a Flight Attendant returns from a leave of absence, the Flight Attendant must be projected to be available on the first of the bid month. The Company shall make a reasonable effort to construct a relief line for a line holding Flight Attendant who clears for duty following the final bid award.
- ~~45.~~ 45. A Flight Attendant who fails to bid by the bid closing time, or who fails to bid enough lines, will be assigned the lowest unbid numerical line of time, in order of seniority.
- ~~6.~~ 6. A Flight Attendant who is expected to be on a leave of absence or a planned absence for an entire bid period and who is entitled to receive compensation for trips missed during that period shall be entitled to "paper bid" for the purposes of calculating pay.

~~D.~~ A Flight Attendant holding a regular line of time will not be scheduled for reserve, except as provided in this Agreement.

~~E.~~ The Company may make changes to the Flight Attendant schedules due to operational necessity. Affected Flight Attendants will be notified as soon as possible of any changes.

~~FD.~~ Schedule Changes

1. Prior to the Final Bid Award

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

2. After the Final Bid Award

In the event a Flight Attendant holding a line of time loses all or portion of a trip sequence, ~~at the Flight Attendant's options,~~ she/he may:

- a. she/he may be reassigned given a new to a trip sequence(s) or portion thereof for the same ~~number of~~ day(s) originally scheduled, provided the check-in time for the reassigned new trip sequence(s) is no earlier than the check-in for the originally scheduled trip sequence, and the check-out time is no more than two hours (2:00) later than the check-out time of the Flight Attendant's originally scheduled trip sequence.

- ~~b.~~ ~~(1)~~ However, such Flight Attendant may be offered and elect to accept an assignment which is earlier than the check-in time for the originally scheduled sequence. Refusal of such offer will not result in the reduction of the her/his guarantee. ~~as noted in paragraph F-2.b. below.~~

~~c. (2-) In the event the Company is unable to notify the Flight Attendant of a schedule change prior to her/his check-in, such Flight Attendant may be assigned new flying reassigned within the report time plus fifteen minutes (-15) of the original departure in accordance with D.2.g. below.~~

~~bd. On sequences with multiple duty days, only the duty day of the schedule change may be increased by such two (2) hours specified in a. above. decline reassignment, in which case her/his guarantee will be reduced by the dropped flight hours, or portion thereof, which will take her/him below guarantee.~~

~~e. In no case, however, will such increase schedule the flight attendant beyond the maximum scheduled duty day as specified in Section 7-Hours of Service.~~

~~f. Crew Scheduling will return the flight attendant to her/his originally scheduled trip sequence as soon as possible.~~

~~g. A Flight Attendant will be required to remain available at the airport for no more than two (2) hours for additional flight assignment.~~

3. ~~a. In the event the Flight Attendant is assigned new flying reassigned flying, she/he will be credited with the greater of the flight time of her/his original trip sequence, or the actual trip sequence(s) flown. Such reassignment may involve flight legs in mid-sequence.~~

~~b. If the Company substitutes aircraft on any leg of a trip, the affected Flight Attendant(s) will be paid the greater of:~~

~~i. The originally scheduled flight time~~

~~ii. The scheduled flight time of the new/substitute aircraft~~

~~iii. The flight time actually flown~~

~~Such calculations shall be made on a leg-by-leg basis.~~

4. ~~Reassignment/Schedule changes may involve flight legs at the beginning of, end of or in mid-sequence. A Flight Attendant reassigned to given alternate flight legs within her/his sequence, will be responsible for completing the remaining flight legs of her/his originally scheduled sequence, as assigned by Crew Scheduling.~~

5. ~~The Company will maintain a standard method of notifying Flight Attendants if scheduled departure time is delayed or canceled. Flight Attendants will be notified as far in advance as is practical consistent with the circumstances.~~

65. ~~If offered by the Company, a Flight Attendant may voluntarily enter the reserve system on a daily basis and will be placed in the system as having~~

~~zero time accrued with First Out priority. A Flight Attendant serving reserve under these circumstances, will be credited with three hours and forty-five minutes (3:45) the value of a reserve day or the time flown during the reserve assignment, whichever is greater.~~

~~7. Any Flight Attendant who is unable to continue her/his normal flight assignment due to irregularities must contact Crew Scheduling/Crew Coordinator for instruction on her/his continued assignment. Unless scheduled, no Flight Attendant will return to her/his domicile leaving an aircraft at an outlying station. The Flight Attendant must contact Crew Scheduling/ Crew Coordinator prior to returning to base and for release from assignment. MOVED TO P.5.~~

~~GE. Open Time Flying~~

1. ~~The Company may designate no more than 10% of known and proposed flying as open flying in each domicile at the beginning of each month.~~

2. ~~Open time will also include charters and all other time which becomes available during the bid period after the bid packages have been published. Any charter flights known prior to the first day of the prior month will be included in the bid package.~~

~~3. Open Time Requests~~

~~All requests of open time will be awarded consistent with the "turn time" parameters established for each domicile and bid period, as stated in the bid package, applicable to the particular domicile in which the trip originates. Such turn times will be no greater, but may be less, than the bidline construction parameters used for the same domicile for the same bid period. In accordance with G. 1. above, the Company may withhold known and proposed monthly open time in each domicile prior to publishing the monthly bid package.~~

4. ~~After the 72-hour Open Time window has passed, Flight Attendants wishing to pick up partial trips from open time will be limited to picking up flight pairings that commence and end at the same domicile. A Flight Attendant may only split the original trip sequence once and any partial trip must include either the beginning or the end of the original trip sequence. If, following such a split, the trip remaining in Open Time still contains a pass through domicile, that trip may be split again but must include either the beginning or end of the trip. These restrictions do not apply to splitting trips during the 72-hour Open Time window as outlined in paragraph 8.F., below.~~

45. ~~The Company may use known open time after the preliminary bids close and before final bids are awarded to construct relief lines and for transition.~~

56. All open time will be posted for viewing by Flight Attendants. The Company may ~~specialy~~ designate and withhold specific open trip sequence(s) for reserve Flight Attendants. The Company will not deny any request for a trip drop for any day(s) on which it has withheld an Open Time sequence(s) as determined at the time the drop request is processed. Flight Attendants may bid and will be awarded open time in accordance with paragraph ~~H.E.~~ and ~~H.C.~~ of this Section. A Flight Attendant who is awarded such open time will be responsible to fly the trip sequence(s).

~~H.E.~~ Monthly Open Time Bidding

1. Known open trip sequences available and remaining after the final bidline awards have been made will be posted in the domicile for seventy-two hours (72:00). Flight Attendants will be notified by E-mail message, when the bid opens and closes, prior to the beginning of the seventy-two hour (72:00) bidding period. The seventy-two hour (72:00) window may be reduced to forty-eight hours (48:00) in unusual circumstances with notification to the MEC President by the Company.
2. During the seventy-two hour (72:00) period, bids for open time will be accepted. Bids for open time may be submitted via e-mail, the computer system (RF) or by phone, if followed up in writing.
3. Awards of open trip sequences will be made according to seniority, in accordance with the following priority in paragraph 1 below:
 - a. Flight Attendants in the domicile bidding for a full trip.
 - b. Flight Attendants in the domicile bidding for a partial trip.
 - c. Flight Attendants from another domicile bidding for a full trip.
 - d. Flight Attendants from another domicile bidding for a partial trip.
4. Monthly Open Time requests will be awarded as soon as possible after the bidding window but not later than 1200 noon Central Time on the last day of the current bid period.
45. Following the seventy-two hour (72:00) bidding period, the Company may utilize open time for the purpose of conducting Initial Operating Experience (IOE).
5. ~~Following the seventy-two hour (72:00) bidding period, the Company may utilize Supervisors to cover open time.~~

~~H.G.~~ Daily Open Time Bidding

1. After the seventy-two hour (72:00) seniority bidding for open time has ended, remaining open time and any new open time will be posted.

2. Bids for Daily Open Time may be submitted via e-mail, the computer system (RF) or, on the day of operation, by telephone if followed up in writing. Bids will close each day at 1200 Central ~~Standard Time (C-S-T)~~, for all known daily open time for the following day and for each subsequent day throughout the remainder of the month.

3. Bids will be processed and subsequently awarded no later than 17800 ~~Central Standard Time~~ Central Time (C-S-T) each day to those Flight Attendants who have bid for open time throughout the month, in accordance with seniority, in the following order of priority:

- a. Flight Attendants in the domicile bidding for a full trip ~~sequence.~~
- b. Flight Attendants in the domicile bidding for a partial trip ~~sequence.~~
- c. Flight Attendants from another domicile bidding for a full trip ~~sequence.~~
- d. Flight Attendants from another domicile bidding for a partial trip ~~sequence.~~

~~H.H.~~ Trip Trades/Optional Exchanges Between Flight Attendants. Scheduling Assignments

1. A Flight Attendant, other than a reserve, may trade a trip with another Flight Attendant, or pick up a trip from another Flight Attendant on her/his day off so long as it does not create a scheduling conflict. Trip Trading
- 2.a. All full sequence trip trades will be arranged by the Flight Attendant and submitted through the automated Trip Trade/Optional Exchange system for electronic processing, or, on the day of operation, by telephone if followed up in writing.
 - b. ~~In the event the automated Trip Trade/Optional Exchange system is unavailable, Flight Attendants shall submit full sequence trip trade requests to Crew Scheduling seventy-two hours (72:00) prior to scheduled check-in time of the earlier trip. The Company will approve or disapprove the trade and notify the Flight Attendants twenty-four hours (24:00) prior to the scheduled check-in time of the earlier trip. Trips may be traded on shorter notice in extenuating circumstances. Once the trip is approved, the new trip will be listed in AVARS system.~~
3. Trip trade/optional exchange requests for partial sequences may be submitted via e-mail or computer system (RF) but must be submitted by both the affected flight attendants. On the day of operation such request may be made by telephone and then followed up in writing. Partial trip sequences may be traded, however such flight segments must originate and terminate in the Flight Attendant's domicile. A Flight Attendant will not be granted more than two (2) partial trip sequence trades per bid

month. A one-way partial trade (optional exchange) will be counted against the allotment of the person giving up flying.

4. e A Flight Attendant who trip trades may have her/his monthly guarantee adjusted if the trade causes her/him to be below the minimum monthly guarantee for the month. When both parties to a trade are holding bidlines originally projected under the guarantee, the guarantee will not be adjusted downward.
5. d Trip trades do not have to be of equal credited value.
6. e A Reserve may trade reserve days or days off with other Reserves.
- f. ~~Partial trip sequences may be traded, however such flight segments must originate and terminate in the Flight Attendants domicile. A Flight Attendant request for a partial trip sequence drop, or partial trade, or combination of both, will not exceed two (2) per month, unless a previous request(s) was denied. Crew Scheduling will accept a partial trade request via telephone, but the request must be followed with written confirmation.~~
7. A Reserve may pick up a trip from another Flight Attendant on her/his day(s) off, so long as it does not create a scheduling conflict with her/his scheduled reserve duty.
8. A Reserve Flight Attendant may request that a day off be moved to another day within the same bid period and such request will be granted if the Company determines that staffing permits the movement of the day off.
9. It is the responsibility of the Flight Attendant holding the trip to determine that the exchange has been awarded.
2. ~~Optional Exchanges~~
- a. ~~A Flight Attendant may pick up a trip from another Flight Attendant on her/his day(s) off, so long as it does not interfere with her/his next scheduled trip.~~
- b. ~~All full sequence trip trades will be arranged by the Flight Attendant and submitted through the automated Trip Trade/Optional Exchange system for electronic processing.~~
- c. ~~In the event the automated Trip Trade/Optional Exchange system is unavailable, Flight Attendants shall submit full sequence trip trade requests to Crew Scheduling seventy-two hours (72:00) prior to the scheduled check-in time of the earlier trip. The Company will approve or disapprove the trade and notify the Flight Attendants twenty-four hours (24:00) prior to the scheduled check-in time of the earlier trip. Trips may be traded on shorter notice in extenuating circumstances. Once~~

the trip is approved the new trip will be listed in AVRS system.

- d. ~~A Reserve may pick up a trip from another Flight Attendant on her/his day(s) off, so long as it does not interfere with her/his scheduled reserve duty.~~
- e. ~~It is the responsibility of the Flight Attendant holding the trip to determine that the exchange has been awarded.~~
- f. ~~Partial trip sequences may be exchanged, however such flight segments must originate and terminate in the Flight Attendants domicile. A Flight Attendant request for a partial sequence drop, or partial trade, or combination of both, will not exceed two (2) per month, unless a previous request(s) was denied. Crew Scheduling will accept a partial exchange request via telephone, but the request must be followed with written confirmation.~~

1. Trip Trades with Open Time.

1. Trip trades with open time for full trips meeting the following criteria will be considered for approval subject to operational requirements. Crew Scheduling will not unreasonably withhold its approval of such trade(s). When a trade is denied, Crew Scheduling will explain the reason for the denial and provide the Flight Attendant with written documentation supporting the denial.
- a. The new trip originates and terminates in the same domicile as the original trip(s); and
- b. The new trip originates and terminates in the same bid month as the original trip (s); and
- c. The request for the trade has been submitted no less than the third (3rd) calendar day prior to the start of the original trip(s) or the new trip(s) whichever is earlier, and
- d. The trip trade does not reduce the Flight Attendant's line value below sixty hours (60:00) for a full time Flight Attendant or below thirty hours (30:00) for a Flight Attendant holding a "reduced guarantee line."
2. Trip trades with open time will be awarded on a first come, first served basis on the actual time of the request and will be executed as soon as possible after the receipt of the request.
3. Trip trades with open time will be limited to three (3) trades per month per Flight Attendant until such time as an automated system can be put in place. At that time, trip trades with open time will be unlimited. Until such time as the automated system is in place, requests for trades with open time will be accepted via the computer system (RF) or e-mail.

4. Trip trades for the next month will not be accepted by Crew Scheduling until 48 hours after the close of the 72-hour monthly open time bidding window.

J.3. Trip Drops

Dropping of trips will be subject to approval by Crew Scheduling and will be permitted subject to the following procedures:

1. a. A request submitted by a Flight Attendant to drop a trip(s) or portion(s) of a trip(s) will be considered on a first-come, first-served basis. A Lineholder may request to drop a trip(s) from her/his bidline to open time by submitting a request form to Crew Scheduling via the computer system (RF), e-mail or, on the day of operation, by telephone if followed up in writing.
- b. A Flight Attendant holding a reserve line may submit a request to drop a reserve duty day(s) to Crew Scheduling via the computer system (RF) or email. Such request will be processed no more than forty-eight hours (48:00) prior to the start of the reserve duty day for which the drop is requested.
- a. ~~A lineholder may request to drop a trip(s) from her/his bidline to Open Time by submitting a request form to Crew Scheduling via the computer system, FAX, phone, U.S. Mail or comat.~~
- b. ~~A Reserve may trade reserve days or days off with other Reserves. MOVED to H.6.~~
- c. ~~The lineholder who wishes to drop the trip remains responsible for the trip until approved by Crew Scheduling.~~
- d. ~~Trip trades do not have to be of equal credited value. MOVED to H.5.~~
2. e. Partial trip sequences may be dropped, however such flight segments must originate and terminate in the Flight Attendant's domicile. A Flight Attendant will not be granted more than two (2) requests per month for a partial trip sequence drop. A Flight Attendant request for a partial trip sequence drop, or partial trade, or combination of both, will not exceed two (2) per month, unless a previous request(s) was denied. Crew Scheduling will accept a partial exchange request via telephone but the request must be followed with written confirmation.
3. Once a drop is approved, the trip is no longer the responsibility of the Flight Attendant to whom it was originally assigned.
4. Any trips dropped will reduce the final bid award guarantee by the same number of hours as contained in the trip(s).

5. A Flight Attendant holding a bidlines projected under the guarantee need only make up credited hours dropped before being eligible for guarantee.

6. If sufficient Reserves, as determined by Crew Scheduling, are available, the drop shall be approved. If not, trips that lineholders wish to drop may be placed in "HIBOARD" by the Flight Attendant for information purposes.

K. ~~Drafting~~ Junior Manning

1. Junior Manning
If, after awarding open time, uncovered flying remains, it will be assigned in the following order: The Company will maintain a list of Flight Attendants who wish to volunteer for drafting assignments.
2. ~~When necessary to maintain the integrity of the schedule, Flight Attendants shall be assigned to the trips remaining open after 1700 hours the day prior in the following order:~~
 - a. ~~Flight Attendants who have requested to Sick Leave make-up sick time.~~
 - b. Volunteer List ~~Flight Attendants who have volunteered for drafting assignments, and who are on the drafting list at the time of assignment.~~
 - c. Available Reserves (on RAP, finishing a trip, not yet started a trip, etc.) excluding Airport Reserves (excluding on duty Standby Reserves) in the domicile.
 - d. Available Reserves (on RAP, finishing a trip, not yet started a trip, etc.) (including Standby Airport Reserves) in the domicile, who are on a day(s) off.
 - e. ~~The junior available Flight Attendant in the domicile, who is not on day(s) off.~~
 - f. ~~The junior available Flight Attendant from another domicile, who is not on day(s) off.~~
 - ge. ~~The Most junior available Flight Attendant in the domicile, who is on a day(s) off.~~
 - f. Most junior available Flight Attendant from another domicile on a day off.

2. Volunteer List

The Company shall maintain a list of Flight Attendants volunteering to be junior manned. Such list will be accessible to the Association. A Flight Attendant may add her/his name to the volunteer list at any time and may

~~remove her/his name from the volunteer list at any time prior to being contacted for trip assignment. A Flight Attendant who has not removed her/his name from the Volunteer List prior to being contacted for assignment is obligated to accept such assignment. Junior manning assignments will be made available to Flight Attendants on the volunteer list in seniority order.~~

~~3. When a Flight Attendant is required to fly on one (1) or more of her/his minimum ten (10) days off in the contractual month:~~

~~a. The day(s) off will be rescheduled for the Flight Attendant by mutual agreement between the Flight Attendant and the Company, during the same month when possible, but in no case later than the following month; or~~

~~b. At the Flight Attendants option, in lieu of rescheduling such day(s) off, the Flight Attendant will be paid three hours and thirty minutes (3:30) above her/his guarantee.~~

~~4. Before a Flight Attendant is released from duty, she/he may be assigned additional flying, provided all on duty Reserves have been given an assignment that prevents them from being used for such assignment.~~

~~5. It is understood and agreed that a Reserve who is not on Standby Reserve and is unable to arrive at domicile so as to have a flight departure on time, will be considered not available for the purpose of this Section.~~

~~6. Reassignments scheduled to depart prior to the completion of the Flight Attendants originally scheduled duty shall not be considered as a drafting assignment.~~

~~7. No Flight Attendant shall be drafted into an assignment which causes a conflict with any other provision of this Agreement.~~

~~8. A Flight Attendant may trade or exchange a drafting assignment.~~

~~3. Extensions~~

~~a. A Flight Attendant may be extended at the end of her/his trip but such extension shall be limited to one turn (i.e. one leg out of and one leg back to domicile). Such extended flying assignment must depart within two hours (2:00) of the Flight Attendant's last arrival in domicile.~~

~~b. Extensions which require an overnight will return the Flight Attendant to domicile as soon as possible but not later than eighteen hours (18:00) after the scheduled arrival time of her/his original trip sequence (prior to extension).~~

~~c. When it is necessary to extend a Flight Attendant, the most junior legal and available Flight Attendant shall be the Flight~~

Attendant extended.

d. A Flight Attendant who is extended will be released into rest upon her/his next arrival at base and will be pay-protected for any trip(s) missed due to her/his extension. A Flight Attendant may, at her/his option, request additional extensions at the end of an extension.

4. Premium

Flight Attendants who are junior manned/extended, whether from the volunteer list or involuntarily, will receive pay and credit at 150% of her/his applicable hourly rate for all hours, as set forth in Section 4 of this Agreement.

5. Limits

a. A Flight Attendant will not be junior manned and/or extended more than three (3) times in any bid period, unless she/he agrees otherwise.

b. Furthermore, a Flight Attendant will not be junior manned and/or extended more than twelve (12) times in any calendar year without her/his consent.

c. For the purposes of the limits set forth above, a junior manning or extension that extends from one bid month into a new bid month will be counted in the new bid month.

d. A Flight Attendant who elects to invoke the annual limit described above may notify Crew Scheduling at the time of, during, or any time after the 12th junior manning/extension. The Flight Attendant will remain subject to junior manning/extension until such time as she/he so notifies Crew Scheduling. If a Flight Attendant does not invoke the limit until being contacted for the 13th or greater junior manning/extension, she/he must fly that assignment but will not be subject to any further junior manning/extension.

e. Additionally, a Flight Attendant will not be junior manned or extended to sit reserve and will not be junior manned or extended into an assignment which causes a conflict with any other provision of this Agreement.

f. If there are any reserves available (on RAP, ending a trip, not yet started a trip, etc.) to the Company in a domicile, the Company shall not junior man any Flight Attendant in that domicile.

6. "Critical Coverage"

The Director of Crew Scheduling/Planning, or her/his designee, may

declare days of known staffing shortages as Critical Coverage Days. Such declaration will be made as far in advance as possible and once made such declaration may not be revoked. Any Flight Attendant who picks up open time originating on such day(s), or who has previously picked up open time originating on such day(s), will be entitled to the junior manning/extension premium set forth above. This provision is intended to allow the Company to cover known short-term staffing irregularities.

7. The Company will maintain a junior man/extension log for no less than 90 days which will include the following information:

- a. The name and contact number of the person contacted or which management attempted to contact, noting the status of the individual pursuant to K.1. of this Section
- b. The date and time the call was made
- c. The result of the call

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

L. Displacements and Downgrades

1. When a Flight Attendant is displaced from scheduled flights by the Company, an Inflight Supervisor, or an Initial Operating Experience (IOE) Instructor, such displaced Flight Attendant will be released from duty and paid and credited as if she/he had flown the trip.
2. If a flight is downgraded resulting in the assignment of a lower number of Flight Attendants, the more senior Flight Attendant(s) will get to choose whether or not to work the trip. A Flight Attendant who is released from such an assignment may be assigned to new flying so long as the new assignment is made within two hours (2:00) after her/his release from the downgraded aircraft and so long as that trip is scheduled to return to base within two hours (2:00) of her/his original return time. If assigned to new flying, the Flight Attendant will be paid and credited in accordance with the provisions of Section 4 (Compensation) - Sub-Section (A)(2). If due to Company error or equipment downgrade, two (2) Flight Attendants are assigned and report for the same trip(s), the senior Flight Attendant shall have the option to (1) fly the trip(s) or (2) pass the trip(s) to the junior Flight Attendant. The Flight Attendant displaced from the trip shall be subject to reassignment in accordance with paragraph F. above. In the event that there is no assignment to a trip, or offer of Reserve, the Flight Attendant will be credited for the trip sequence. In no event shall a displaced Flight Attendant receive less credit than the trip from which removed.
3. If the downgrade occurs at a station other than the Flight Attendant's domicile, the Flight Attendant who opts not to work the downgrade will either be positioned to pick up her/his sequence at the point the original equipment is restored or returned to her/his domicile. If, on the last

round trip of the sequence, there is no reassignment or Standby Reserve assignment needed, the Flight Attendant, upon mutual consent from the Company, may be released from duty. If released, the Flight Attendant will forgo pay protection as specified in 2. above for the original trip.

4. If the downgrade occurs on the last round trip of the sequence, and the Flight Attendant removed from the trip is not assigned new flying, the Flight Attendant, upon mutual consent from the Company, may be released from duty. If released the Flight Attendant will be pay protected for the value of such round trip.

5. The provisions of L.1., 2., 3. and 4. above shall also apply in cases of double coverage of a position/trip.

M. Rescheduling Obligation

Flight Attendants who have an obligation to fly due to flight cancellations, schedule conflicts, delays, etc., will be subject to reschedule or reserve assignment by Crew Scheduling.

1. Such known open flying or reserve duty, as applicable, shall not interfere with trips and scheduled duty free periods remaining in her/his line of time.

2. Such reserve assignment shall be in accordance with paragraph F.6. of this Section and shall be for the duration of the originally scheduled duty time.

3. Such Flight Attendant shall not be required to remain at the airport in excess of two hours (2:00) without being given another flight assignment to be performed within the same on duty period.

N. The Company will maintain a standard method of notifying Flight Attendants if scheduled departure time is appreciably delayed or if the flight is canceled. Flight Attendants will be notified as far in advance as possible, consistent with circumstances. MOVED to P.1.

O. A Flight Attendant who is unable to report for duty will notify Crew Scheduling as far in advance as possible and will give the reason for her/his inability to report. MOVED to P.2.

P.M. Bid Period Transition Assignments

1. The bid period transition occurs when a Flight Attendant's trip(s) from the current bid period continues into the new bid period. The bid period transition shall consist of no more than the first four (4) days of the bid period, unless shifted in accordance with Paragraph 2 below.

2. A Flight Attendant will fly her/his last trip of the prior bid period into the new bid period, unless she/he has elected to have transition resolution by adjusting the current bid award, thus potentially moving her/his transition period into the last three (3) days of the current bid month.

Such election may be made on the monthly bid form. Alternatively, the election may be made via the Company computer system within twenty-four hours (24:00) after the posting of the preliminary bid awards.

3. Should a Flight Attendant be awarded a line of flying that contains a trip sequence that continues into the following bid period and not elect to have the transition resolution in the current bid award, the Flight Attendant will complete the last trip sequence of the bid period and her/his schedule for the following bid period will be adjusted if necessary.
4. A Flight Attendant who flies a portion of a trip into the new bid period and is thus not available to fly her/his first scheduled trip of the new bid period may be required to be available for ~~reassignment~~ new flying on the same days she/he was removed from her/his first trip of the new bid period due to the transition conflict.
5. ~~In addition, a~~ trip assigned to a Flight Attendant in accordance with this provision cannot interfere with the next scheduled day off or the next scheduled trip unless the Flight Attendant agrees to be assigned to her/his days off. A Flight Attendant who is not assigned to a trip(s) during transition will be off duty on any day(s) such Flight Attendant is not assigned to a trip(s).

Q. Bidline Construction

1. The Company shall make its best effort to construct bidlines with duty days grouped together and days off grouped together. As a minimum there shall be two (2) periods of at least two (2) consecutive days off on each bidline.
2. No bidline will contain more than ninety-one (91:00) hours of scheduled credited flight time.
3. Lines of time for a month will reflect any known reduced/changed holiday scheduling for that month. Should holiday schedules be modified after the final bid award, the affected Flight Attendants will be notified as soon as possible.

N. Crew Scheduling Recording

1. The Company will maintain in good working order a telephone recording system for conversations between Crew Scheduling and Flight Attendants. Such recording system will comply with applicable laws.
2. Recordings will be reviewed by the Company only for cause and not randomly reviewed for the purpose of discovering Flight Attendant misconduct.

O. Deadheading

For the purposes of this Agreement, all time spent deadheading/positioning under the direction of the Company will be considered duty-time and will be compensated

in accordance with Section 4 (Compensation) of this Agreement.

1. A Flight Attendant will not be required to utilize a jumpseat for the purpose of deadheading/positioning.
2. Alternate to Scheduled Deadhead/Position
 - a. When the first scheduled leg(s) of a trip is a deadhead/position leg(s), a Flight Attendant holding a line of time, at her/his option, may elect not to take the scheduled deadhead/position flight, and instead report for duty at the appropriate base or outstation, so long as she/he advises Crew Scheduling prior to check-in time for the scheduled originating leg(s) in domicile.
 - b. When the last scheduled leg(s) of a trip is a deadhead/position leg(s), a Flight Attendant holding a line of time, at her/his option, shall be released from duty prior to such scheduled deadhead/position leg, provided that she/he advises Crew Scheduling of such before leaving the airport in the outstation.
 - c. A Flight Attendant on reserve may request to use the provisions of a. and b. above. Upon concurrence of Crew Scheduling, such requests will be subject to the same provisions contained in this Section.
 - d. A Flight Attendant who chooses to exercise this alternative to the scheduled deadhead/position will receive 100% of the pay and credit she/he would otherwise have received if she/he had taken the deadhead/position flight(s), in accordance with Section 4 (Compensation) of this Agreement.

P. General

1. The Company will maintain a standard method of notifying Flight Attendants if scheduled departure time is appreciably delayed or if the flight is canceled. Flight Attendants will be notified as far in advance as possible, consistent with circumstances and the provisions of this Agreement.
2. A Flight Attendant who is unable to report for duty will notify Crew Scheduling as far in advance as possible and will give the reason for her/his inability to report. The Flight Attendant is required to follow up with her/his Flight Service Manager.
3. The Company will agree to meet with the Flight Attendant Scheduling Committee quarterly to address scheduling concerns.
4. A Flight Attendant shall not be required to keep the Company informed of her/his whereabouts while on days off or vacation.
5. Any Flight Attendant who is unable to continue her/his normal flight

assignment due to irregularities must contact Crew Scheduling/Crew Coordinator for instruction on her/his continued assignment. Unless scheduled, no Flight Attendant will return to her/his domicile leaving an aircraft at an outlying station without the concurrence of Crew Scheduling. The Flight Attendant must contact Crew Scheduling/Crew Coordinator prior to returning to base and for release from assignment.

R. Upon request, the Company will meet with the Flight Attendant Scheduling Committee. The purpose of such meeting will be to allow the Flight Attendant Scheduling Committee to address scheduling concerns and to assist the Crew Scheduling and/or Planning Department in the resolution of such concerns.

S. Temporary Duty Assignments (TDY)

1. TDY lines for a month or less than a month may consist of a combination of regular, relief, or reserve flying and will include scheduled days-off.

2. Temporary Duty Assignments for a Full Month

a. If there is a temporary shortage of Flight Attendants in a domicile for a calendar month or greater, the Company will create TDY bid lines on a monthly basis for the temporary vacancies.

b. The procedures for posting, bidding, and awarding monthly TDY will be compiled in the following manner:

1.) TDY for a full month, will be posted at a base where Flight Attendants have the equipment qualifications necessary for said flying.

2.) The TDY lines will be posted, closed and awarded in accordance with the monthly bidding procedures of this Agreement.

3.) If no Flight Attendants voluntarily bid for the temporary vacancy, such vacancy shall be filled by assignment in reverse order of seniority.

3. Temporary Duty Assignments for Less than a Full Month

a. If a temporary shortage of Flight Attendants exists in a domicile for less than a full month, the Company will fill such temporary vacancies in the following order:

1.) The Company shall proffer such vacancies in order of seniority within bid status to qualified Flight Attendants at a particular base.

2.) If no Flight Attendants accept the proffer, the most junior Flight Attendant qualified and available will be assigned the temporary duty.

4. Temporary Duty Assignments - General

a. Flight Attendants awarded or assigned temporary duty pursuant this Agreement will be given priority passes to and from said assignment. Passes will be issued for travel between the Flight Attendant's domicile and assignment.

b. Flight Attendants assigned to or awarded TDY will be paid expenses in accordance with Section 5 of this Agreement for the period of such assignment.

**SECTION 9
RESERVE**

A. A Reserve Flight Attendant is one who does not hold a regular flying assignment and whose function is to be available to perform any open flying not flown by Flight Attendants holding a bidline. A Reserve shall either be Ready at home or Standby Reserve at the airport "At Home" Reserve or "Airport Reserve." A reserve day begins at 0001 hours and continues to 2400 hours (midnight) that day.

B. Reserve Periods

~~1. A Reserve will be on standby from 0001 until 2400 (midnight) hours, except when released for rest after a duty period or until released by Crew Scheduling.~~

1. Flight Attendants who are on reserve duty will be notified of a Reserve Availability Period (RAP) for each day of reserve duty, except when assigned a multi-day sequence. Such Reserve Availability Periods will include an on-call period of no more than fifteen hours (15:00) hours. A Reserve Availability Period is not considered to be duty time. Standard Reserve Availability Periods will be published in the monthly bid package. Reserve Availability Periods may be adjusted by the Company due to operational necessity.

2. Airport Reserve Periods will be published as part of the bid package and will be designated as S-1, S-2, S-3, etc. and will include an airport-on-duty period of no more than eight (8) hours.

~~2-3.~~ A Flight Attendant on reserve duty may request a release from a reserve day. When Crew Scheduling determines there is adequate reserve coverage such release may be granted. If a Flight Attendant is at or below guarantee, guarantee will be prorated for day(s) released from reserve duty.

~~3-4.~~ A Reserve not assigned for duty will be released after all departures from that domicile on that last day of her/his scheduled reserve sequence. A Flight Attendant may be released earlier with the concurrence of Crew Scheduling.

C. Reserve Assignments

~~Reserves will be grouped on the basis of days of availability before a day off and will be assigned for duty based on the grouping of a first-in first-out basis. The first-in first-out principle will be used in reserve assignments, qualifications and utilization permitting as follows:~~

~~1. A Reserve will be notified of a duty assignment as far in advance as practical. Reserves so assigned will not be released from their reserve obligation until twelve hours (12:00) prior to the scheduled check-in time of the assigned trip sequence.~~

~~2. Reserves may be offered a choice in assignment of trips when multiple assignments are being made concurrently. Crew Scheduling will assign trips as they develop and as the necessity to cover such trip arises.~~

~~3. a. A Reserve returning from a day off, leave, sick leave or anything other than vacation or a flight assignment will be considered "first-in" at midnight on the last day of such assignment.~~

~~b. A Reserve returning from vacation will be considered "last-in" at midnight on the last day of the vacation.~~

~~c. The actual block-in time or scheduled deadhead arrival time of a Reserve at the assigned, or awarded domicile, or the completion of a Standby Reserve shift shall determine the position on the first-in first-out log. The latest arrival time shall be placed last on the list.~~

~~d. In the event return to duty times in 3a., 3b. above or the block-in times in 3.c. above are the same for two (2) or more Flight Attendants, the Flight Attendants will be assigned in seniority order.~~

1. For processing for the first day of each bid period, Reserve Flight Attendants in each domicile will be placed on one list in Seniority order.

2. For the remaining days in each bid period, Reserve Flight Attendants in each domicile will be placed on one list in the inverse order of accumulated credited hours for the month, i.e. least time flown is first on the list. For purposes of placement on the list, known credit time such as vacation and training will not be counted until after the training or vacation. If two or more Flight Attendants have the same amount of credited time, then they will be placed on the list in seniority order.

3. Between the hours of 1000 and 1400 Central Time Reserve Flight Attendants will have the opportunity to preference specific trip sequences, Reserve Availability Periods, uncovered Airport Reserve Periods, and full- and partial releases, if any, for the following day. Such preferences must fall within the Reserve's scheduled days of availability but need not cover all days of availability.

4. By 1800 Central Time, Crew Scheduling will assign all known Reserve Availability Periods and open time trip sequences that are scheduled to depart the next day. Such assignments will be made as follows:

a. For the first day of the bid period, Crew Scheduling will go down the reserve list in seniority order, assigning trips based on Flight Attendant preferences. Crew Scheduling will use its best efforts to honor Flight Attendant preferences but not to the extent that so doing would force another Flight Attendant to work on a day off.

b. For each of the remaining days in the bid period, Crew Scheduling will process reserve assignments in Least Time Accrued Order assigning trips based on Flight Attendant preferences. Crew Scheduling will use its best efforts to honor Flight Attendant preferences but not to the extent that so doing would force another Flight Attendant to work on a day off.

c. A Reserve Flight Attendant who does not express any preferences, or who cannot be awarded any of her/his preferences, will be assigned flying, Airport Reserve or RAP at the Company's discretion.

d. Between the hours of 1800 and 2200 Central Time, a Reserve may determine her/his flying assignment via either AVRS or DECS. However only AVRS will confirm receipt of the flying assignment.

5. A Reserve will be notified of a duty assignment as far in advance as practical in accordance with the time limits prescribed in paragraph C.4., above

6. At the conclusion of a single-day assignment in her/his base, a Reserve Flight Attendant will be required to call Crew Scheduling for release prior to leaving the airport. If she/he is not given another flight assignment she/he will be released into either a rest period, at home reserve for the remaining reserve availability period, or at home for the remainder of the fourteen (14) hour duty period.

7. At the conclusion of a multi-day assignment in her/his base, a Reserve Flight Attendant will be required to call Crew Scheduling for release prior to leaving the airport. If she/he is not given another flight assignment she/he will be released into a rest period.

~~D. It is the duty of Flight Attendants on reserve to remain available at all times for immediate flight assignment. A Reserve will reply to a telephone message/beeper page from Crew Scheduling within fifteen (-15) minutes, and such time will be included in the call out time. In the event Crew Scheduling is unable to find a Flight Attendant on reserve, she/he will be considered as absent from duty.~~

~~A Reserve will be permitted to use authorized beeper/pagers for day(s) she/he is on reserve. However, it is understood that in doing so, the Flight Attendant assumes responsibility for the cost and for equipment failure of beeper/pager.~~

D. 1. A Reserve Flight Attendant may utilize a cellular telephone or beeper/pager for the purpose of contact while on reserve. It is the responsibility of the Flight Attendant to maintain his/her cellular telephone or beeper/pager in working order and to ensure that Crew Scheduling is provided with a working number.

2. Reserve Flight Attendants will have fifteen minutes (:15) to respond to a telephone message/page and such time will be included in the call out time.

~~E. All Reserves will be subject to the call out times set forth below:~~

Domicile	Call Out Time
LAX	2:00
ORD	2:00
DFW	2:00
SJU	2:00
JFK	2:00
MIA	2:00

~~E. The minimum reserve call-out period will be two (2) hours prior to departure time.~~

~~F. At hub domiciles, Flight Attendants on reserve may be assigned to Standby-Airport Reserve at the airport up to eight hours (8:00) on each of the scheduled reserve days and may be assigned to a trip(s) or portions of a trip(s) scheduled to depart no later than forty-five minutes (:45) after the end of said Standby Airport Reserve period" provided, however, that clean, comfortable, quiet, and secure facilities are available at the airport for the exclusive use of crewmembers on Standby Airport Reserve".~~

~~1. Standby Airport Reserve time is duty time. A Flight Attendant assigned to Standby Airport Reserve will receive per diem from report time to release time.~~

~~2. At the completion of the Standby Airport Reserve period, the Flight Attendant shall be released from reserve duty for the remainder of the day.~~

~~3. Standby Reserve periods shall be assigned to a Reserve in accordance with the first in first out procedures. Assignments among Airport Reserves will be made in least time accrued order. However, if two or more Flight Attendants on the same Airport Reserve shift have the same amount of credited time, assignment will be made in inverse order of seniority.~~

~~4. 7. The Union's Association's Scheduling Committee shall have the right to confer with designated Company representatives concerning Standby Airport Reserve matters.~~

~~5. Once an Airport Reserve begins an Airport Reserve assignment, any additional assignments must be made within the parameters of Section 9.F.~~

~~4. Monthly Standby Reserve~~

~~Whenever Standby Reserve is scheduled for an entire bid month, such Standby Reserve periods will be posted in the monthly bid package and will be awarded in the monthly bid award. If there are insufficient bidders to cover a Standby Reserve period(s) then such Standby Reserve period(s) will be assigned in accordance with this Section.~~

**SECTION 10
VACATION**

- 5. ~~A Reserve will not be involuntarily assigned, during any one month, to Standby Reserve duty for a third time, until all other Reserves at the base who are legal and available for such assignment have been so assigned at least one time. It will be the Flight Attendant's responsibility to inform Crew Scheduling of the number of Standby Reserve assignments held during the reserve month.~~
- 6. ~~Assignment of trip(s) or complete trip sequences to Standby Reserves once on duty is within the Company's discretion, without regard to the first-in, first-out procedures.~~
- G. Once a Reserve Flight Attendant has been given a trip assignment he/she will be required to remain available for immediate flight assignment during her/his reserve period.
- H. A Reserve Flight Attendant who voluntarily picks up open time on a day off will be paid and credited above the minimum monthly guarantee in accordance with Section 4. - (Compensation). Such pick-ups from open time will be approved unless the scheduling of such trip will affect the Flight Attendant's availability on her/his regularly scheduled reserve days (i.e. insufficient rest or seven-day conflict).
- I. If a Reserve Flight Attendant receives a duty assignment that extends into a scheduled day off, she/he will be considered, for pay purposes, to have been junior assigned on the scheduled day off.
- J. A Reserve Flight Attendant may request to "slide" the beginning or end of her/his block of reserve days and such requests will be granted to the extent that it does not compromise reserve coverage.

A. Vacation Accrual

- 1. A Flight Attendant shall receive vacation in accordance with the following:

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

~~*Effective January 1, 2000, a Flight Attendant who completes twenty (20) years of service during 1999, will be eligible for 5 weeks of vacation in the year 2000~~

- ~~B-2.2~~ A Flight Attendant who is on the payroll for fifteen (15) days or more in a calendar month will accrue full vacation credit for that month.

- 3. Any accrued vacation which cannot be used due to leave of absence, etc., by the end of the year, will be cashed out at the end of the year. A Flight Attendant on a leave of absence may request to be paid out her/his vacation sooner while on unpaid leave status. A Flight Attendant on IOD will only be paid out accrued and unused vacation upon her/his request.

B. Vacation Blocks Annual Vacation Bid

- 1. The Company shall allocate sufficient vacation periods at each domicile to cover the amount of vacation to be bid at that location. All weeks of the vacation calendar year will be made available for vacation bid.
- 4-2. A Flight Attendant will be entitled to bid for all vacation projected to be credited on December 31. A Flight Attendant who has been on active status for less than a full year by December 31 will be eligible for prorated vacation.

Example:

A Flight Attendant who has six (6) years of service and is active for six (6) months of the year is entitled to 1.75 days per month or eleven (11) days vacation for the six (6) months.

E- C. Vacation Pay Scheduled Vacation Blocks

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

for a vacation block of less than seven (7) days, the vacation start will default to the first day of the vacation block. A Flight Attendant may bid for a vacation period of up to ~~four (4)~~ five(5) consecutive vacation blocks.

~~G. D.~~ Vacation Pay

1. A Flight Attendant holding a ~~regular or relief~~ line of time who is relieved of flying duties for vacation shall, for pay purposes, be credited for the greater of 18.75 hours per week (7 days) of the scheduled vacation or the amount of scheduled flight time of the trip sequence(s) or portions thereof from which relieved that are scheduled to be flown within such Flight Attendant's by Crew Scheduling due to conflicts created by the scheduled vacation period. In the event that the Flight Attendant is scheduled for a vacation period of less than one week (7 days) the amount of vacation pay stated above shall be prorated accordingly.
2. A Reserve who is relieved from duty ~~from~~ for vacation shall be credited with the greater of 18.75 hours per week (7 days) of scheduled vacation or for three hours and forty-five minutes (3:45) three hours and thirty minutes (3:30) for each duty day within the scheduled vacation period. In the event that the Reserve Flight Attendant is scheduled for a vacation period of less than one week (7 days) the amount of vacation pay stated above shall be prorated accordingly.

~~F. E.~~ Vacation Bidding and Awarding

1. Vacations shall be granted in order of seniority at each domicile in accordance with the Company Flight Attendant seniority list at each domicile.
2. ~~By October~~ September 1st of each year, the Company shall post at each domicile, the projected number of vacation days which that each Flight Attendant at that domicile has accrued and available for bid for the following year at each domicile.
3. At the same time, the Company will post on the Flight Attendant website and in the crew room, all of the vacation block periods available for bid at each domicile during the following year for the annual vacation bid. Such posting will also include the number of slots available to be awarded on each block for the annual vacation bid.
4. All bids will be accepted up to 12:00 noon (CT) on the closing date of November October 1st. A Flight Attendant who is on a leave of absence or who is otherwise not reporting at her/his assigned domicile, may submit her/his bid electronically (e.g. e-mail) or by submitting a hard copy via fax, mail, overnight delivery, etc. to her/his inflight supervisor for submission in the vacation bidding pool. The vacation schedule will be awarded by 12:00 noon (CT) November October 15th in accordance with seniority at each domicile, and the results will be posted electronically.
5. A Flight Attendant who does not bid by the designated deadline will be assigned after all other ~~bid~~ vacation block periods have been awarded,

in accordance with the Flight Attendant seniority list at each domicile, to the ~~first latest~~ available vacation periods as determined by the Company.

~~G. E.~~ Changing of Vacation Period

1. Vacation Trades

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

- a. Vacation blocks traded must be of the same length and must be by mutual consent of the Flight Attendants involved;
- b. A Flight Attendant ~~may only trade one vacation block in its entirety once~~ will be allowed one vacation trade per year;
- c. Proposed vacation trade must be submitted to the Company by 12:00 noon CT on the seventh (7th) day of the month preceding the first vacation period of the proposed trade.

2. Vacation Moves

A Flight Attendant may request to move her/his vacation block(s) in its entirety to another posted vacation block, in her/his current domicile, within the vacation calendar year. Such requests are granted at the discretion of the Company based on staffing on a first come first served basis. All requests for vacation moves must be submitted to the Company by 12:00 noon (CT) on the seventh (7th) day of the month preceding the month in which the move is desired. The granting of such move shall be done in order of seniority.

3. The Company will make available on a daily basis information on all maintain a current list of all open vacation blocks which will be made available to Flight Attendants and updated by the 15th day of each month.

4. In the event a Flight Attendant's awarded vacation block becomes open as a result of such Flight Attendant transferring to another domicile, supervisory position, or department, or terminates her/his employment with the Company, such vacation block shall be posted for bid at the domicile and shall be awarded, in seniority order, to a Flight Attendant who bids for such vacation block.

5. A Flight Attendant who transfers to a new domicile and fails to rebid her/his vacation block will be assigned an open vacation block at the new domicile.

~~H. G.~~ Vacation Slide

1. A Flight Attendant may at her/his option indicate her/his desire to move the start date of her/his scheduled vacation block. This option, if exercised, would be made known to the Company's computer bid system for the contractual month so affected.

2. Should a Flight Attendant indicate a desire to effect a change in the start date of her/his vacation, the following will apply:
 - a. The effective starting date of an awarded vacation will be adjusted (slid) by up to three (3) days to coincide with the scheduled departure date of the first trip sequence which is in conflict with the Flight Attendant's originally scheduled block.
 - b. If the change in sub-paragraph a., above, cannot be accomplished, such vacation date would be moved by up to three (3) days so as to terminate the vacation coincidental with the termination date of the last trip sequence which is in conflict with the original vacation termination date.
 - c. Should the application of either sub-paragraph a. or b., above result in a Flight Attendant's scheduled vacation still being in conflict with the flying of a complete trip sequence at either the start or termination of such vacation block(s), no such vacation change will be effected.
 - d. Vacation slides will only be permitted to overlap into another contractual month, with the concurrence of Crew Scheduling.
 - e. Consecutive vacation weeks are considered one block for the purposes of sliding a Flight Attendant's vacation.

+ H. Vacation Conflicts

1. Whenever a vacation block conflicts with a Flight Attendant's flying, the Flight Attendant at her/his option may:
 - a. Fly whatever portion of the trip sequence that falls outside of her/his vacation block for which she/he is legal and available, or
 - b. Be removed from such conflicting trip sequence and assigned other flying on the days said Flight Attendant was originally scheduled to fly, or
 - c. Drop the complete trip sequence when any portion of such trip sequence adjoins her/his vacation block. In the event the Flight Attendant chooses this option, she/he will not be credited for pay purposes for any flight legs outside her/his vacation block, except as provided in sub-paragraph ~~B~~D.1., above.

→ I. Cancellation of Vacations

The Company shall not cancel vacations once such vacations have been awarded except as dictated by operational necessity. At the option of the Flight Attendant, the canceled vacation may be rescheduled in the current year or carried over to the following year, or the Flight Attendant may elect pay in lieu of the canceled vacation.

If no Flight Attendant elects to accept cancellation of her/his vacation, cancellation shall be in reverse seniority order for the period of the operational necessity.

← J. Resignations

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

↳ K. Flight Attendant Death

Accrued vacation shall be paid to the designated beneficiary or to her/his estate.

≠ L. Personal Vacation Days (PVD)

A Flight Attendant may request paid personal vacation day(s) of up to six (6) days per year. The Company may grant such days if staffing permits. Days used for personal vacation will be deducted from the vacation day accrual to be awarded in the subsequent year's vacation. Flight Attendant requests for personal vacation may be granted in order of seniority at a domicile.

≠ M. Personal Time Off (PO)

~~A Flight Attendant who has requested and been granted time off by her/his supervisor and is unable to make up the lost time will be given the option to convert the lost time to a personal vacation day.~~

1. At each domicile, the Company will process, on a daily basis, a number of PO's equal to two percent (2%) of the Flight Attendants based at the domicile, but in no event fewer than two (2) PO's. The LEC President or her/his designee will, upon written request, be provided with verification that the appropriate number of PO's have been processed at the domicile.

Example: If there are 440 Flight Attendants based at a domicile, the Company will process at least nine (9) PO's per day at that domicile, provided that at least nine (9) PO's have been submitted.

Example: If there are 420 Flight Attendants based at a domicile, the Company will process at least eight (8) PO's per day at that domicile, provided that at least eight (8) PO's have been submitted.

2. Additional PO's will be granted as operational needs permit.

3. For purposes of processing PO's as set forth in paragraphs 1 and 2, above, each day of a PO will be deemed a separate PO and count towards each day's cap.

4. A PO will not be processed unless it is submitted at least twenty-four (24) hours in advance of the scheduled report time of a trip or scheduled start of a reserve availability period.

5. Properly submitted PO's will be processed on a first come, first served basis.
6. A Flight Attendant will not be eligible to take a PO until she/he completes probation.
7. A Flight Attendant may, at her/his option, elect to convert a PO to a Personal Vacation Day (PVD). Such conversion will count towards the annual maximum of six (6) PVD's that the Flight Attendant may take. A conversion must be submitted prior to the fifth (5th) day of the following calendar month.
8. An unconverted PO will be unpaid and considered an attendance occurrence for disciplinary purposes.

N. Personal Emergency Days (PE)

1. A Flight Attendant will be granted a PE for a verifiable personal emergency, as described in paragraphs 2. and 3., below, occurring less than twenty-four (24) hours before the scheduled report time of a trip or scheduled start of a reserve availability period.
2. The following is the all-inclusive list of events for which a PE will be granted:
 - a. The Flight Attendant's child is expelled or suspended from school, or there is a school closing emergency (this does not include snow days or similar closings);
 - b. The Flight Attendant's spouse or child is arrested and detained;
 - c. The Flight Attendant has an "A9" qualifying event;
 - d. The birth of the Flight Attendant's child or grandchild or birth of a child for which the Flight Attendant is the birth coach;
 - e. The Flight Attendant needs to care for her/his ill or injured immediate family member (as defined in Section 18 - Leaves of Absence);
 - f. The Flight Attendant is the victim of identity theft;
 - g. The Flight Attendant is in a car accident;
 - h. The Flight Attendant's vehicle is stolen;
 - i. The Flight Attendant encounters extraordinary transportation problems, for example resulting from ice storms, fire or floods (but not traffic);
 - j. The Flight Attendant is the victim of violent crime;
 - k. The Flight Attendant's residence is burglarized;
 - l. There is a plumbing, gas leak, electrical hazardous condition or other structural emergency at the Flight Attendant's residence;
 - m. The Flight Attendant needs to make preparations at her/his residence for an impending hurricane; and
 - n. The Flight Attendant is the victim of an Act of God (i.e., fire, flood, earthquake, tornado, mudslide).

3. Other events not listed in paragraph 2., above, may be approved as a PE at the Company's discretion.
4. A Flight Attendant may be required to provide verification of the personal emergency.
5. A PE will not be considered an attendance occurrence and will not be used for disciplinary purposes.
6. A Flight Attendant may, at her/his option, elect to convert a PE to a Personal Vacation Day. Such conversion will count towards the annual maximum of six (6) PVD's that the Flight Attendant may take. A conversion must be submitted prior to the fifth (5th) day of the following calendar month.
7. An unconverted PE will be unpaid.

- O. In the event a Flight Attendant is granted time off pursuant to paragraph L ~~M~~ of this section, such time off shall not be considered an absence for disciplinary purposes.

**SECTION 11
SICK LEAVE**

- A. Flight Attendants will accrue sick leave credit at a rate of two hours and thirty minutes (2:30) for each month of active service to a maximum of three hundred hours (300:00). Should the Company's pilots receive an increase in their sick leave credit accrual, the same increase will apply to the Flight Attendants. A probationary Flight Attendant who has completed the first six (6) months of service may use up to twelve (12) hours of the accumulated sick leave in the calendar year in which she/he completes the first six (6) months of service. Paid sick time accrual earned in the calendar year will be credited on December 31 of that calendar year.
- B. 1. If a Flight Attendant is unavailable for duty, on a day she/he is scheduled for duty, because of sickness or injury, she/he will be credited for pay purposes for the flying scheduled to be performed and shall have an equal amount of time withdrawn from her/his sick leave account for each such day.
2. A Flight Attendant assigned to reserve who is unavailable for duty due to illness or injury will for pay purposes be credited with three hours and ~~thirty forty-five minutes (3:30)~~ (3:45) at her/his applicable hourly rate of pay as prescribed in Section 4.A.1. of this Agreement for each day of duty and shall have an equal amount of time withdrawn from her/his sick leave account for each such day.
3. A Flight Attendant shall not be required to utilize paid sick time from the accumulated sick leave bank for periods of unavailability due to illness or injury. Such election shall result in the appropriate pay deduction and shall be communicated to Crew Pay Comp within three (3) work days of the absence.
- C. The Company will include the amount of sick leave accrued and used in each pay period and year-to-date, as well as the remaining balance, on the pay-stubs or available on JetNet or equivalent computer system, if it obtains the automation to do so. Upon reasonable request, the company will furnish the Flight Attendant in writing the amount of his/her unused sick leave credit.
- D. In cases where the Company has a reasonable basis to believe that sick leave has been abused, the Company may require a Flight Attendant to present her/his supervisor with satisfactory medical evidence that she/he is ill or injured. ~~In accordance with the medical policy of the Company, the Supervisor may require evaluation by the Company medical facility, in lieu of her/his personal physician. The Flight Attendant may choose between obtaining medical verification from her/his personal physician at the Flight Attendant's expense, or obtaining medical verification from the Company telephone nurse or Company medical facility at no cost, provided such services are made available.~~
- E. A Flight Attendant who becomes ill/injured must notify Crew Scheduling immediately as soon as possible. The Flight Attendant is not required to discuss the nature of her/his illness with Crew Scheduling. The Flight Attendant must provide the ~~company with the estimated duration of absence, fix a date for a future contact and~~

~~report each trip sequence that will be missed. It is the responsibility of the Flight Attendant to contact Crew scheduling no later than the contact date given. If the Flight Attendant is unable to return to work at that time, another contact date and estimated date of return must be established. In any event, Crew Scheduling must be advised as soon as the Flight Attendant is well enough to return to duty. A Flight Attendant is also responsible for coordinating his/her return to duty with Crew Scheduling. Confirmation with Crew Scheduling must be made no later than 1700 hours, Central Standard Time, on the day prior to her/his return to duty. A Flight Attendant who advises Crew Scheduling that the expected duration of her/his illness is more than one (1) day will not be required to contact Crew Scheduling each day of illness. The Flight Attendant will be assumed to be available for duty at the end of the aforementioned period, or adjoining day(s) off, if any, unless she/he contacts Crew Scheduling and notifies them to the contrary. A Flight Attendant who is able to return to work sooner than anticipated must notify Crew Scheduling no later than 1700 hours, Central Time, on the day prior to her/his return to duty. Probationary Flight Attendants ~~must~~ are also required to contact the Base Manager during business hours in the event of such absence.~~

- F. A Flight Attendant who is able to return to work after ~~her/his original trip has been assigned calling in sick for her/his original trip or any portion thereof:~~
1. ~~Will if offered be offered to complete the remaining portion of her/his trip, if not already assigned.~~
 2. ~~Will, if offered, accept assignment to reserve status in the highest priority (first out) for a period equivalent to the duration of the original trip. A reserve assignment will not conflict with a Flight Attendant's scheduled day(s) off. be permitted to pick up open time in accordance with Section 8 (Scheduling) of this Agreement.~~
 3. ~~May pick up open time in accordance with Section 8 of the agreement.~~
 4. 3. Open time which is picked up may be designated as Sick Leave Flyback Makeup Credit to recredit the Flight Attendant's sick leave bank previously utilized sick leave. ~~A Flight Attendant may not bank more sick leave time than the Flight Attendant's seniority would permit with perfect attendance. A Flight Attendant may pick up open time for Sick Leave Flyback Makeup Credit at any time after using her/his sick leave and such time credited as a result of Sick Leave Flyback Makeup shall be credited to the Flight Attendant's sick leave bank.~~
- G. A Flight Attendant whose paid sick leave has been exhausted may elect to use PVDs for lost time due to illness or injury, provided it is requested before the fifth day of the following month.
- H. ~~If a Flight Attendant becomes ill or injured on line away from domicile but obtains medical approval for travel, the Company will provide her/him positive space on-line travel back, at the Flight Attendant's option, to base or to her/his home. If the Flight Attendant is unable to fly, the Company will return her/him back to base or home at her/his option by other available means of transportation. The Flight Attendant will receive per diem and lodging, if necessary, in accordance with Section 5 (Expenses) of this Agreement.~~

SECTION 12
UNIFORMS

- A. 1. ~~_____~~ A Flight Attendant shall wear the standard uniform as prescribed in Company regulations at all times while on duty, or in connection with any event where the employee is identified as a Company Flight Attendant unless otherwise provided for by this Agreement.
21. The Company may make exceptions to the uniform guidelines based on weather conditions for those Flight Attendants based in San Juan, Miami, Los Angeles and/or Dallas. The Flight Attendants based in the locations listed in this paragraph shall have the option of wearing summer uniform pieces at any time during the year.
2. ~~_____~~ Flight Attendants shall not be required to wear the uniform while deadheading /positioning. Furthermore, Flight Attendants shall be authorized to wear the uniform while commuting to and from work.
- B. The Flight Attendant shall be responsible for the purchase of fifty percent (50%) of her/his initial basic uniforms and accessories incident to employment not to exceed \$750.00. The Company shall be responsible for alterations of the initial uniform.
- C. Point System
1. ~~_____~~ A Flight Attendant will be credited with sixteen (16) points. Two years following the date of signing of this agreement, uniform points will increase to eighteen (18), and four years from the date of signing of this agreement, uniform points will increase to twenty (20) points for eligible flight attendants. The Company will provide an annual allowance of twelve (12) points for replacement of uniform items. This allowance will be credited to Flight Attendants who have completed probation and are on payroll as of January 1 of each calendar year. Flight Attendants may use these points as credit towards the purchase of uniform items; however the cost(s) for any items(s) which exceeds the Flight Attendants accumulated points will be absorbed by the Flight Attendant.
2. ~~_____~~ A Flight Attendant who is on unpaid status for a full year will not be credited with any points for such a year.
3. ~~_____~~ Flight Attendants will be credited on January 1st of each year with the previous year's annual accrual of points described in C.1. above.
4. ~~_____~~ Flight Attendants may use these points as credit towards the purchase of uniform items; however; the cost(s) for any item(s) which exceeds the Flight Attendant's accumulated points will be absorbed by the Flight Attendant.
25. Flight Attendants who do not use all of the accrued twelve (12) points in a given year shall automatically will be allowed to carry over all a maximum of six (6) unused points into the immediately following calendar year. The number of points that can be carried over into any subsequent

year may not exceed the number of points that were deposited into the flight attendant's bank of points on January 1 of the preceding year.

(Example: Flight Attendant is granted 16 points on January 1, 2004 and doesn't use any points. On January 1, 2005, she/he will be granted 16 points and carry over 16 points for a maximum of 32 points. Again the Flight Attendant doesn't use any of her/his points. On January 1, 2006 she/he will be granted an additional 16 points for a maximum of 32 points and will forfeit the 16 points originally granted on January 1, 2004.)

- D. Uniform items issued in a defective condition or unusable for any reason, must be returned to the manufacturer. The Company will return the item to the manufacturer and the Flight Attendant will be issued another item if she/he returns the unused item to the Base Manager in a reasonable time frame. Likewise, Any Flight Attendant who has purchased the required uniform items, which subsequently become unserviceable due to normal usage, prior to the normal replacement time, will be replaced at no cost to the Flight Attendant.
- E. The basic uniform will consist of the required uniform pieces as set forth in Company policy, which may be revised. The current policy is set forth below:

(Female)

Two (2) Jackets or <u>one (1) Jacket and one (1) dress</u>	Five (5) <u>Blouses tops - Flight Attendant's choice of long-sleeved, short-sleeved, and/or seasonal alternate shirt/blouse</u>
Two (2) Pants or Skirts	one (1) Overcoat
One (1) Sweater	Two (2) Serving Garments
One (1) Belt	One (1) Tote
One (1) Purse	One (1) Suitcase
<u>One (1) Flashlight</u>	

(Male)

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

- F. A Flight Attendant will be provided insignia consisting of (1) set of wings. Additional or replacement ~~(lost)~~ wings will be the responsibility of the Flight Attendant, purchased by the Flight Attendant. ~~Upon a Flight Attendant's resignation for any reason other than disciplinary reasons she/he may keep the above wings.~~
- G. If during the course of the current Agreement there is a significant uniform changeover and the Flight Attendant is directed to replace components of the basic uniform previously purchased, the cost will be absorbed by the Company. The Flight Attendant will receive one new item for each like item returned limited to the number of such item specified in the initial uniform complement. A Flight Attendant will remain responsible for any cost obligation ~~related to the previous purchase of basic or optional items, for her/his initial uniform or replacement items,~~ as applicable. The Company will be responsible for alterations on the initial issuance of the new uniform item(s).
- H. Additional items as determined by the Company will be made available as optional pieces to the Flight Attendant group at actual cost. The cost of these items for initial issue and for replacement will be borne by the Flight Attendant.
- I. Payments for initial uniforms and/or optional pieces may be paid for with points, will be on either a cash/check, credit card, or on a payroll deduction basis. If payroll deduction is selected, the ~~Cost~~ of the uniform will be deducted at a rate of twenty dollars (\$20.00) per paycheck, except that a Flight Attendant may elect to pay more.
- J. If the cost for any replacement or optional item falls at nineteen dollars and ninety-nine cents (\$19.99) or less, the entire amount will be payroll deducted on one lump sum ~~then cash or check will be the only form of payment allowed. Payroll deduction will only be allowed on items totaling twenty (\$20.00) dollars or more.~~
- K. The Company will specify guidelines with regard to shoes, socks, hosiery, undergarments and gloves without making them part of the required uniform. Furthermore, the Company shall allow Flight Attendants to wear ear muffs, hats, winter, and/or rain boots, winter coats and scarves, and umbrellas, all of which should be complimentary to the uniform.

- L. Upon a Flight Attendants termination for any reason, the unpaid balance of her/his initial uniform and optional items becomes immediately due and payable and the uniform becomes the property of the Flight Attendant.
- M. The Company agrees to meet with the AFA Flight Attendant Uniform Committee to discuss anticipated major changes in style, color, cost, source, and components of the uniform.
- N. Any Flight Attendant who has a required uniform item stolen from an aircraft while on duty shall, upon prompt submission of a claim to her/his supervisor (within twenty-four hours (24:00) of the incident) have such item(s) replaced at no cost to the Flight Attendant providing investigation absolves the Flight Attendant of negligence.
- O. ~~Any Flight Attendant who has purchased the required uniform items, which subsequently become unserviceable due to normal usage, prior to the normal replacement time, will have that item(s) replaced at no cost to the Flight Attendant.~~
- PO. Flight Attendants will be allowed to wear the current Union insignia pin on her/his their uniforms and/or crew bags while on duty.
- P. The Company shall keep and maintain a clean, adequate supply of maternity uniforms.
 1. ~~A Pregnant Flight Attendant shall have the option of borrowing a maternity uniform, at no charge, until she is placed on maternity leave status.~~
 2. ~~A Flight Attendant borrowing a maternity uniform will be responsible for returning the uniform, freshly dry-cleaned, to the base manager within two weeks of the commencement of the flight Attendant's maternity leave.~~
 3. ~~Absent mitigating circumstances, if a Flight Attendant does not return the borrowed maternity uniform in the time period defined above she will be charged for the full cost of a replacement maternity uniform.~~
- Q. The purchase and wearing of a nametag shall be solely at the Flight Attendant's option.
- R. The Company shall provide a monthly cleaning and maintenance allowance to each active Flight Attendant at the rate of \$10.00 per month.

(Sideletter A.- retained for grandfathered flight attendants)
(Sideletter L – eliminated)

SECTION 13 PROBATION

- A. Flight Attendants will be considered as probationary employees for the first six (6) months of active service as a Flight Attendant, exclusive of any leaves of absence or periods of furlough. Active service commences upon completion of Company approved Flight Attendant training and assignment to a base. ~~Benefits provided new Flight Attendants will commence after six (6) months, as provided in Company policy. During the six (6) month probationary period, the Company may discipline, suspend, or discharge a Flight Attendant with no resort to the grievance procedures or System Board of Adjustment.~~
- B. For the purpose of this Section, a Flight Attendant shall be considered to be in Active Service until she/he has been on an unpaid leave of 17 or more consecutive days.
- C. When a probationary Flight Attendant is on an unpaid leave of 17 or more consecutive days or is furloughed, her/his probationary period shall be extended by the number of days in which she/he was on an unpaid leave or on a furlough, whichever is applicable.
- D. A probationary Flight Attendant shall have the right to file a grievance pursuant to Section 21 (Grievances) of this Agreement, except that such grievance shall be limited to those issues other than discipline or discharge.

SECTION 14
SENIORITY

A. Seniority Accrual

1. Seniority as a Flight Attendant shall be based upon length of service as a Flight Attendant with the Company.
2. Seniority shall begin to accrue from the date the Flight Attendant completes Company approved Flight Attendant training.
3. In the event that more than one (1) Flight Attendant has the same date of hire, the oldest Flight Attendant, as determined by date of birth, shall appear first on the seniority list. A Flight Attendant who has transferred from another job classification at the Company will be given a Flight Attendant seniority date of one (1) day prior to the date of completion of Flight Attendant training.

B. Posting of Seniority Lists

1. A system seniority list will be posted in January and July on the Company and Association Union bulletin boards at all Flight Attendant domiciles.
2. Protests of Inaccuracy Within 30 Days – Each Flight Attendant will be permitted a period of thirty (30) days after the ~~posting of each system seniority list~~ applicable system-wide posting, or thirty (30) days following the Flight Attendant's return from a leave of absence or furlough, whichever is applicable, in which to protest in writing to the Company any alleged omission or incorrect posting affecting her/his seniority. In such cases, the Flight Attendant shall have the right to seek an appropriate adjustment going back to the date of the posting. ~~Any discrepancy would be matched with the Flight Attendant's hiring record. Any adjustments in the list will have prospective application only.~~
3. Protest of Inaccuracy After 30 Days – Notwithstanding (B)(2) above, a Flight Attendant shall have the right to file a written protest with the Company alleging an error at any time. In such cases where the protest was made more than thirty (30) days following the incorrect posting or thirty (30) days following the Flight Attendant's return from a leave of absence or furlough, whichever is applicable, any adjustment made will have prospective application only.
4. A Monthly Bid List (a list of all of the Flight Attendants at a base indicating the seniority of each Flight Attendant and her/his status, either active or inactive, for bidding purposes for that month) will be included with every monthly bid packet.
3. ~~A Flight Attendant returning to work after a leave or furlough who was not notified at her/his last address on file, of the issuance of the list will be given thirty (30) days upon her/his return to initiate a protest on the list, unless a copy of the updated seniority list was mailed to her/his last~~

~~address on file.~~

4. ~~Any incorrect posting or any other discrepancy which went unprotested on the list in which it first appeared shall not be protested on any subsequent posting except that typographical and clerical errors may be corrected at any time.~~

C. Loss of Seniority

Seniority will be lost under the following circumstances:

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

~~Seniority will be lost when a Flight Attendant resigns or retires, is discharged for just cause, fails to report for duty upon expiration of a leave of absence, or remains in continuous furlough status for a period in excess of two (2) years.~~

D. Transfer to Non-Flying or Supervisory Duties

1. ~~A Flight Attendant who transfers to another Company position within the Inflight Department shall retain and continue to accrue seniority as a Flight Attendant. New supervisors who are not Flight Attendants will be placed on the Flight Attendant System Seniority List upon completion of training. transferred to supervisory or other non-flying duties directly related to Flight Attendant duties shall continue to retain and accrue all forms of seniority for a period equal to the Flight Attendant's years of service as a Flight Attendant. Thereafter, the Flight Attendant will retain but not accrue occupational and classification seniority. A Flight Attendant performing supervisory or other non-flying duties directly related to Flight Attendant duties on the date of signing of this Agreement shall retain and accrue all forms of seniority.~~
2. A Flight Attendant who transfers to a Company position not directly related to Flight Attendant duties outside the Inflight Services Department shall retain and accrue all forms of seniority for one (1) year. After one (1) year, she/he shall be removed from the Flight Attendant Seniority List.
3. Upon return to duty from a Supervisor or non-flying position, other than temporary assignments, the Flight Attendant shall be permitted to exercise accrued seniority to bid for any available vacancies or to displace the junior most Flight Attendant on the system.

E. General

Seniority will govern all Flight Attendants in the case of bidding rights, reduction in force, recall after furlough, vacation preferences, ~~twenty-four hour (24:00) reserve preference~~ and other domicile assignments, provided, however, that in the case of emergencies such as strikes or other cause considered beyond the control of the Company seniority for furloughs will not apply.

SECTION 15
FILLING OF VACANCIES

A. Awarding of Permanent Vacancies

1. A permanent vacancy shall be any vacancy, including new domicile vacancies, (not caused by pregnancy leave, medical or other leaves), anticipated to exist for longer than ninety (90) days. Any other vacancy will be classified as temporary.
2.
 - a. In the event that a vacancy occurs, the Company will post the vacancy for a minimum of ~~ten (10)~~ fourteen (14) calendar days on (1) H16 – or its equivalent; and (2) in the daily open time recordings currently referred to as AVARS – or its equivalent. ~~Within ten (10) days of the bid closing, the Company will award openings to the senior Flight Attendant who has bid the vacancy. All awards will be posted at this time. The Flight Attendant will be advised in writing of the award and the effective date.~~
 - b. The Company shall maintain a permanent vacancy bid file in which a Flight Attendant shall be afforded the opportunity to bid for a permanent vacancy at any domicile. The Company shall review the permanent vacancy bids and award the vacancy/vacancies in seniority order by the 5th of the month two (2) months prior to the effective month of the bid (e.g., by October 5th if December is the effective month of the bid). A Flight Attendant shall be able to change her/his permanent vacancy bid at any time immediately preceding the closing date of any specific permanent vacancy bid period. The Flight Attendant will be advised in writing of the award and the effective date. Once a Flight Attendant is awarded or assigned a vacancy, she/he shall be responsible for the new assignment.
 - c. A Flight Attendant may submit an initial bid, change a permanent bid, or delete her/his permanent bid in writing, including via facsimile.
3. Any vacancy that is not bid upon will be assigned to the most junior Flight Attendant, or at the Company's discretion by hiring a new Flight Attendant.
4. ~~A Flight Attendant who is awarded a permanent vacancy pursuant to voluntary bid that requires additional training will be required to remain in that vacancy for a minimum of six (6) months. The six (6) month lock-in may be rescinded in cases of hardship by the Director of Inflight.~~
5. The Flight Attendant awarded a vacancy will be removed from all trips for which any part of the trip falls within the three (3) day period immediately preceding the effective date of transfer. If the move is involuntary, such Flight Attendant shall be paid and credited as if she/he had flown the

~~dropped trip(s). If the move is voluntary, such Flight Attendant shall not be paid and credited for the dropped trip(s), however she/he shall not fall below guarantee for pay purposes. A Flight Attendant awarded or assigned to fill a permanent vacancy which requires moving from one domicile to another will normally have not less than ten (10) days from the date the award or assignment is given to report to the domicile. In cases where less than ten (10) days are given, the Company will pay for per diem and hotel expenses, in accordance with Section 5 until the move is completed or ten (10) days whichever is shorter. Further, the Company will allow for a minimum of three (3) consecutive days off, within the ten (10) days, for the Flight Attendant to accomplish the move.~~

- ~~5. A new hire Flight Attendant will be assigned to a base only after the permanent vacancy to which the new hire Flight Attendant is assigned has been properly posted, and then, only after no Flight Attendant with a higher seniority bid was awarded the vacancy.~~

B. Temporary Vacancies/TDY

- ~~1. When temporary vacancies/TDY are anticipated to exist for a full monthly bid period thirty (30) days or less and time permits, the Company shall post such vacancies shall be filled in accordance with this Section 8 of this Agreement. A temporary vacancy/TDY will be awarded or assigned one (1) bid month at a time.~~
- ~~2. No less than fifteen (15) calendar days prior to the publication of the regular bid package, the Company will post the temporary vacancies at any and all bases which it determines have more than adequate staffing levels and afford the Flight Attendants at such base(s) to bid for the vacancy/TDY. The awarding of a temporary vacancy/TDY will be done in seniority order from among the Flight Attendants who bid for the vacancy/TDY at the bases at which vacancy/TDY is posted. A Flight Attendant filling a temporary vacancy away from her/his domicile will be furnished transportation and paid on an expense allowance, in accordance with Section 5, for the period of the temporary vacancy.~~
- ~~3. Five (5) calendar days prior to the publication of the regular bid package, TDY bids will close. A Flight Attendant holding a temporary vacancy will be entitled to bid in accordance with her/his seniority.~~
- ~~4. Four (4) calendar days prior to the publication of the regular bid package, TDY bids will be awarded.~~
- ~~5. A Flight Attendant who is awarded TDY will be issued the bid package for the base at which she/he will be temporarily transferred on the date of the regular bid publication. She/he shall have the opportunity to bid for any line in that base's bid packet and will be awarded a line based on her/his seniority in the same manner as any Flight Attendant based at that domicile.~~
- ~~6. If no Flight Attendant bids for such TDY, the most junior Flight Attendant(s) in the base(s) which have more than the adequate staffing~~

~~level described in (B)(2), above, will be assigned to the TDY duty.~~

- ~~7. Flight Attendants assigned to or awarded TDY will be paid and compensated according to the provisions of Section 5 (Expenses).~~
- ~~8. The Company will provide a Flight Attendant on a TDY with priority (A-12 or its equivalent) passes to and from the TDY assignment (beginning and end of month). Passes will be issued from the Flight Attendant's domicile or other requested location so long as it is on the AMR Company system. A Flight Attendant who, otherwise, travels to and from the TDY location during the TDY assignment utilizing their regular pass privilege benefits (not the A-12 pass) shall continue to receive per diem and be paid as if she/he remained at the TDY location.~~

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

- ~~1. The Company shall announce advise the Union, and the Flight Attendants of any additions or the closing of a domicile as far in advance as possible, but not less than sixty (60) days prior to the actual closing, except that such notice is not required when a base is closed due to circumstances beyond the control of the Company early as possible.~~
- ~~2. In the event that a domicile is closed, the Flight Attendants at the domicile(s) involved may exercise all of their rights options as outlined in the Moving Expenses and Furlough, Displacement and Recall Section of this Agreement provided for in this Agreement. Additionally, if the Company is unable to schedule the relocation days off immediately following the effective date of the domicile closure, the Flight Attendant will be eligible for up to seven nights of reasonable hotel expense reimbursement.~~
- ~~3. The Company shall advise the Union of any additions of domiciles as soon as the Company is made aware of or decides to open a domicile. In the event that a domicile is to be opened, the Flight Attendants will be afforded the option to bid for openings at the new domicile in accordance with the provisions of this Agreement.~~

SECTION 16
TIME OFF WITHOUT PAY

- A. The purpose of time off without pay is to balance the workforce during short periods of overstaffing at a specific domicile or throughout the system and to minimize Flight Attendant furloughs.
- B. When the requirements of service permit, the Company may offer time off without pay. Time off will be offered in seniority order within the domicile where such time exists. ~~The Flight Attendant may take a maximum of thirty (30) days of TOWOP in a calendar year after which time she/he will have TOWOP approved only after others in the domicile who have used fewer than thirty (30) days have been offered such time, regardless of seniority.~~
- C. A Flight Attendant awarded Time Off Without Pay will retain and accrue seniority, and all company-provided benefits including, but not limited to, medical insurance, dental insurance, and pass privileges, in the same manner as any other current active Flight Attendant. A Flight Attendant granted time off without pay will retain and continue to accrue seniority, and normal fringe benefits during such time off.
- D. ~~The Company will offer TOWOP in increments of five (5) or more days. A minimum of five (5) days of TOWOP must be taken whenever such time is requested. No more than one (1) period of TOWOP will be permitted in the month unless two (2) separate periods are requested in connection with a period of vacation that would permit a continuous period off. In any case, the minimum period must remain five (5) days. A period of fewer than five (5) days is only permitted in the case of a second period in the month that would complete a continuous period off, such as the end of the month.~~
- E. When known far enough in advance, time off without pay will be included in the bid packages of the base(s) in which TOWOP is being offered. Such time will be awarded in the final bid.
- F. When it is not known far enough in advance to include in the bid packet, the Company will post the offer of time off without pay for no less than seven (7) days in the (1) HI6 (or its equivalent); and (2) in the daily open time recordings currently referred to as AVARS – or its equivalent.

SECTION 17
FURLOUGH, DISPLACEMENT AND RECALL

A. Leaves In Lieu of Furlough

Prior to a reduction in force, the Company will, to the extent possible, make leaves of absence available to Flight Attendants who are not subject to furlough. Leaves granted under this paragraph A shall not result in the involuntary transfer of any Flight Attendant.

1. Upon proper application to the Company, leaves of absence shall be granted in order of seniority at the specified base(s) for a period of not less than ninety (90) days and may be renewed in increments of not less than ninety (90) days. Leaves of absence, once granted, must be accepted by the Flight Attendant.
2. Due to the requirements of the operation, the Company may cancel leaves of absence granted under this provision at any time prior to the expiration date of such leave.
3. A Flight Attendant who has been granted such leave of absence shall file, in writing, her/his address with her/his Base Manager.
4. Notice to cancel leaves of absence shall be sent by expedited mail return receipt requested or positive contact personal telephone call to the last address on file with the Company. A Flight Attendant shall not be entitled to employment and shall forfeit her/his seniority with the Company if:
 - a. She/he rejects, in writing, her/his intention to return to active service or;
 - b. She/he does not signify, in writing, her/his intention to accept or reject employment with ten (10) days after receipt of notice or;
 - c. She/he does not return to active service of the Company on the date specified in the notice of termination of the leave of absence, which date shall not be less than fifteen (15) days after receipt of such notice.
5. A Flight Attendant granted a leave of absence for this purpose shall continue to accrue Company, Classification, and Occupational Seniority for all purposes (pay, vacation, and sick leave) for the duration of the leave.
6. A Flight Attendant granted a leave under this provision may continue to participate in the Company's Group Life and Health Benefits Plan(s) as if she/he had remained in active service.

7. The number of leaves granted at a base station shall be determined by the Company.
8. Priority will be given to leaves in lieu of furlough, other leave policies of the Company notwithstanding.

AB. Furlough and Displacement

1. ~~When a furlough becomes necessary the Company will initially offer Flight Attendants an opportunity for voluntary furlough in order of seniority at the domicile being reduced.~~
- 1.2. In the event ~~leaves in lieu of furlough~~ voluntary furloughs fail to satisfy the need for reduction, Flight Attendants will be furloughed in reverse order of seniority at the domicile being reduced.
- 2.3. A Flight Attendant who is furloughed may displace the most junior Flight Attendant in any domicile provided she/he is senior to such Flight Attendant.
- 3.4. Flight Attendants to be furloughed ~~or displaced~~ will be notified in writing at the last filed address. Flight Attendants will be given no less than three (3) two (2) weeks written notice of furlough, or three (3) two (2) weeks pay in lieu thereof, except in cases of emergency, acts of God, or other causes beyond the control of the Company. Emergency for the purposes of this Section shall include such reasons as an Act of God, a national emergency, revocations of the Company's operating certificate(s), or grounding of a substantial number of the Company's aircraft, any strike, or picketing causing a temporary cessation of work.

BC. Recall

1. A Flight Attendant who is furloughed and subsequently recalled will retain all forms of seniority during the furlough. She/he shall continue to accrue occupational seniority only during the furlough.
2. A Flight Attendant shall have recall rights for a period of ~~two (2) five (5)~~ years from the date of the furlough. A furloughed Flight Attendant shall be responsible for keeping the Company advised of her/his address.
3. Recall from furlough will be in seniority order. A Flight Attendant will be notified by the Company via expedited mail, return receipt requested or positive contact personal telephone call of her/his recall with the Company. After delivery of such notice to the last address or telephone number on file with the Company, the Flight Attendant will be allowed a period of ten (10) days within which to notify the Company of her/his intent to return to work or bypass recall. A furloughed Flight Attendant who fails to accept the recall from furlough shall be considered to have resigned from the Company.
4. ~~A furloughed Flight Attendant who is recalled, and is in active service for one half (1/2) month or more in the month will receive full vacation and~~

~~sick leave accrual for that month. A furloughed Flight Attendant who has completed probation and is recalled to a domicile other than the one from which she/he was furloughed may bypass recall in accordance with the following:~~

- a. Proper notice by the Flight Attendant to the Company must be given in accordance with the time frame provided in Section 17.
- b. A Flight Attendant may bypass each recall as long as there are junior furloughed Flight Attendants who are subject to recall.
- c. A Flight Attendant who voluntarily extends her/his furlough through the bypass provision referenced above shall not be considered to have "declined recall" for purposes of this section.

ED. General

1. A Flight Attendant furloughed by the Company will file her/his proper addresses with the Company at the time of furlough. Any change in address must be supplied to the Company promptly, and the Company will provide such changes to the Union.
2. ~~A Flight Attendant will be notified by the Company by Reply Requested telegram or certified letter, Return Receipt Requested, of her/his recall with the Company. After delivery of such notice to the last address on file with the Company, the Flight Attendant will be allowed a period of seven (7) business days within which to notify the Company of her/his intent to return to work.~~
- 2.3. A furloughed Flight Attendant may continue her/his medical and group insurance for a period as specified under ~~Coordinated Consolidated Omnibus Budget Reconciliation Reform~~ Act ("COBRA") law.
- 3.4. A displaced Flight Attendant will receive notification at least fourteen (14) days prior to the date on which she/he is required to report to the new domicile. In the event that such Flight Attendant receives less than the fourteen (14) day notification specified in the above sentence, she/he will receive per diem and hotel expenses in accordance with Section 5 for the total number of required notification days not given. A displaced Flight Attendant requiring a move from one domicile to another will normally be given not fewer than ten (10) days from the date the assignment is given to report to the domicile. In the event such Flight Attendant is required to report to duty in less than ten (10) days, she/he will receive per diem and hotel expenses in accordance with Section 5 from the day required to report to the new domicile up to the tenth (10th) day from the date assignment is given.
4. A furloughed Flight Attendant who is recalled to active service will receive at least fourteen (14) days notice of her/his report date after indicating her/his acceptance of recall.

5. At her/his option, a Flight Attendant, with more than one (1) year of active service, who is furloughed ~~for reasons other than those specified in A.4. above~~ will be granted vacation pay for all unused and accrued vacation.
6. Any and all results of voluntary/forced furloughs and recalls shall be posted on all Company bulletin boards at each domicile Flight Attendant crew room and on the Company website along with a copy provided to the Union.
7. A Flight Attendant on leave of absence whose seniority is such that she/he would have been furloughed had she/he not been on leave of absence shall be promptly notified that her/his status has been changed to that of a furloughed Flight Attendant and is entitled to all applicable rights of a furloughed Flight Attendant under this Agreement.
8. Thirty (30) days prior to a planned furlough, the Company will notify the AFA MEC President of the approximate number of Flight Attendants to be affected by the furlough and forward a list of Flight Attendants who may be subject to furlough.
9. At the completion of the furlough, the Company will notify the MEC President of the bases from/to which Flight Attendants were furloughed, transferred or assigned and forward a list of Flight Attendants affected by the furlough, transfer or assignment.

~~D. Closing of Domiciles~~

1. ~~The Company shall announce the closing of a domicile as far in advance as possible, but not less than sixty (60) days prior to the actual closing, except that such notice is not required when a base is closed due to circumstances beyond the control of the Company.~~
2. ~~Flight Attendants who relocate to a domicile as a result of the closing of a domicile will be entitled to three (3) consecutive days off for the purpose of relocation. If the Company is unable to schedule these three (3) relocation days off immediately following the effective date of the domicile closure, the Flight Attendant will be eligible for up to seven (7) nights of reasonable hotel expense reimbursement.~~
3. ~~Flight Attendants displaced as a result of the closing of her/his domicile shall be eligible for moving expenses as defined in Section 6 of this Agreement.~~

**SECTION 18
LEAVES OF ABSENCE**

A. Personal Leave

1. A non-probationary Flight Attendant may, upon proper application to the Company, be granted a personal leave of absence of up to ninety (90) days. When such leaves are granted, the employee shall retain and continue to accrue all forms of seniority during such leaves.
2. Personal leaves of absence beyond ninety (90) days may be extended with the approval of the Company, up to a total of one (1) year. Occupational seniority will continue to accrue for the duration of the leave; however, a Flight Attendant will retain but not accrue Company and Classification seniority.

B. Funeral Leave/Bereavement Leave

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

1. Immediate Family

- a. In the case of death of an immediate family member, a Flight Attendant will be allowed time off with pay for up to ~~three (3)~~five (5) consecutive days. A line holding Flight Attendant will be credited with trips missed for three days of the funeral/bereavement leave and a reserve Flight Attendant will be credited with three hours forty-five minutes (3:45) per day over the first three days of the funeral/bereavement leave of reserve duty.
- b. Immediate family for the purpose of paragraph B.1.a. above is defined as: spouse, son and daughter (natural, step, foster)children, parents/mother and father (natural, step or in-law), sister and brother (natural, step) grandparents/grandmother, grandfather, grandchild, legal guardians, step parents, siblings, and in-laws, as well as any relative who is a resident of the household including a domestic partner.
- c. Should "Immediate Family" under Company policy be amended to include individuals other than those specified in paragraph B.1.b. above, such individuals will also be included under the provisions of B.1.

2. Other Relatives and Friends - In the event of death of a close relative or friend (e.g., ~~aunt, uncle~~brother-in-law, sister-in-law, aunt, uncle) other than those listed above, a Flight Attendant ~~may~~will be granted, upon request at the discretion of Inflight Management, up to three (3) days off without pay to attend the funeral of unpaid leave.
3. In the event that a Flight Attendant requires more time off due to bereavement than is afforded by this section she/he may, at her/his option:
 - a. request a personal leave of absence from their immediate supervisor or base manager. Such request will be given the utmost consideration and a decision will be made within twenty-four (24) hours; or
 - b. request to move their previously scheduled vacation to the period immediately following the bereavement leave; or
 - c. Utilize other provisions afforded under this Agreement as appropriate.

C. Jury Duty/Witness Leave

1. A Flight Attendant who is required to serve on jury duty will, for pay purposes, be credited with trips missed at her/his applicable hourly rate of pay as specified in Section 4 of this Agreement, or if on reserve, will be credited with ~~three hours forty-five minutes~~ ~~three hours thirty minutes~~ ~~(3:30)~~3:45 hours at her/his applicable hourly rate of pay as specified in Section 4 of this Agreement— per day of reserve duty, less money received for performing jury duty.
2. A Flight Attendant will for pay purposes be credited for witness duty as in C.1., when appearance is at the request of the Company; or when such appearance, in response to a subpoena, is directly related to Company business, or as a witness in litigation brought by federal, state or local government, provided such litigation is not brought by, or on behalf of the Flight Attendant.

D. Medical Leave

1. Medical leaves will be approved for Flight Attendants when they are unable to perform their duties as a Flight Attendant. Such leave will be approved when medical verification is provided for the duration of the illness/injury which prohibits the Flight Attendant from returning to her/his position.
2. Following exhaustion of a Flight Attendant's sick leave bank, she/he will be granted a medical leave of absence upon proper application. During such leave a Flight Attendant will retain and continue to accrue all forms of seniority. A Flight Attendant will not be required to exhaust her/his sick leave bank before going on Medical leave except where prohibited by law. However, the optional Short and Long-Term Disability plans may

require a Flight Attendant to exhaust her/his sick leave bank before being eligible for those benefits. A Flight Attendant will, upon proper application, be placed on Medical Leave when her/his sick leave bank has been exhausted.

- ~~4-3.~~ A Flight Attendant who requests treatment for a mental health problem or substance abuse problem, prior to notification of testing for random or reasonable cause, may at her/his request be placed on a medical leave for the duration of the treatment program.
4. A Flight Attendant will retain and continue to accrue all forms of seniority while on a medical leave of absence.
- ~~2.~~ A Flight Attendant who has suffered an occupational injury on duty (I.O.D.) need not use or exhaust her/his sick leave bank before going on medical leave, except where prohibited by law.
- ~~3-5.~~ Medical leaves may not exceed ~~four~~ ~~two~~ (24) years in duration.
6. A Flight Attendant on an authorized medical leave of absence will be allowed to travel on Company passes, consistent with the Company pass travel policy.

E. Injury-on-Duty

A Flight Attendant who has suffered an occupational injury on duty (IOD) need not use or exhaust her/his sick leave bank before going on medical leave, except where prohibited by law.

F. Maternity Leave

1. Maternity leave and benefits shall be granted in accordance with Company policy and applicable law. Changes to the policy which are material in nature shall be agreed to by the Company and the Union. The Company will notify the Union of proposed material change(s) to the policy. No material change(s) will be implemented until agreed to by the Company and the Union.
2. A Flight Attendant shall retain and continue to accrue all forms of seniority during a maternity leave of absence.
- ~~2-3.~~ Upon notification by a Flight Attendant to the Company of pregnancy, she shall receive be provided with a copy of the Flight Attendant maternity leave policy.
4. At the conclusion of a maternity leave, a personal leave may be approved for an initial period not to exceed ninety (90) days. A personal leave may be extended for an additional ninety (90) days, but no further extensions will be permitted. Personal leaves will be in accordance with paragraph A. of this Section.
5. A Flight Attendant utilizing maternity leave may substitute any accrued

and unused sick leave and vacation time for any portion of unpaid maternity leave.

G. Family Leave Act

- ~~1.1.~~ A Flight Attendant will be granted FMLA leave in accordance with applicable law and Company policy. The Company will notify the Union of material changes to the policy.
- ~~2.2.~~ A Flight Attendant on ~~family leave~~ FMLA leave will retain and continue to accrue Occupational and Company seniority. ~~She/he will retain Classification seniority~~ all forms of seniority while on such leave.

H. Educational Leave

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

I. Military Leave

1. A Flight Attendant will be granted a military leave of absence in accordance with federal law.
2. A Flight Attendant who loses time due to a military leave of absence will be given a priority status in picking up open time during the month in which the leave occurs or in the month immediately following such leave.

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

K. General

1. Unless otherwise specified, a Flight Attendant on a leave of absence will

retain and continue to accrue all forms of seniority.

2. Prior to offering or implementing any type of leave not specified in this Section, the Company will notify the MEC President and allow her/him to offer input.
3. No leave taken pursuant to this Section will count as an attendance occurrence or otherwise be used in any way as the basis for discipline against a Flight Attendant, unless it is subsequently determined that the Flight Attendant falsified or misrepresented any information in relation to such leave.
4. Insurance provisions for Flight Attendants on Leave of Absence are outlined in Section 20 Retirement and Insurance.
5. A Flight Attendant who performs transitional/light duty while on a leave of absence may perform the transitional/light duty, at her/his option, either at her/his domicile or the Company station closest to her/his residence, if available.

**SECTION 19
TRAINING**

- A. The Company will publish the recurrent training dates and list of Flight Attendants required to attend training in the bid package two months prior to the applicable training month [i.e. March bid package will include May training dates available for bid and names and priority (i.e. early or base month) of eligible Flight Attendants.] Training dates will be awarded in seniority order to Flight Attendants in the order of her/his training month priority. (1. Base Month; 2. Grace Early Month.) If a Flight Attendant fails to submit a bid prior to the monthly bid closing time or fails to indicate training preferences on the bid, she/he will be assigned training dates. Likewise, any Flight Attendant who fails to attend scheduled training will be assigned alternate training dates by the Company. A Flight Attendant who is assigned training may request a change of training dates so long as the request is received by the bid closing of the month prior to the training month. If class space is available, the Company will grant such request. Training schedules may be built into lines of flying. A Flight Attendant will be notified of her/his training dates prior to the bid posting.
- B. For each day in training a Flight Attendant will be paid the greater of trips missed or three hours forty-five minutes (3:45) at her/his applicable hourly rate as specified in Section 4.A.1. of this Agreement. Any trip(s) which conflict with training will be dropped from the Flight Attendant's final bid award. The Flight Attendant will participate in training on a day(s) as scheduled. A reserve Flight Attendant will be paid three hours thirty minutes (3:30) per day of training and a Flight Attendant holding a regular or relief line will be paid trips missed on day(s) of training. When training results in additional trips missed on other than training days, a Flight Attendant who is available for reassignment in accordance with Section 8.F.2. will be paid actual time flown or trips missed, whichever is greater. A Flight Attendant who does not make herself/himself available for reassignment will lose the time. A Flight Attendant attends training on a day off, she/he will be paid and credited three hours thirty minutes (3:30) per day of training.
1. A Flight Attendant will be pay protected for any portion(s) of a trip(s) that must be dropped on days adjoining a training day(s) to maintain her/his legality to attend training.
 2. When training conflicts with a portion(s) of a Flight Attendant's trip(s), she/he will be scheduled to fly the portion(s) of the trip which remain(s) outside the training for which she/he is legal and available. If she/he is unable to be returned to the portion of the trip which remains outside of the training assignment, she/he will have the option to:
 - a. remain available for assignment to new flying reassignment in accordance with Section 8 of this Agreement and receive related pay protection, or
 - b. not remain available for assignment to new flying reassignment and forfeit the related pay protection.
 3. In order to prepare for recurrent training, a Flight Attendant may, at her/his option, drop all portion of her/his trip(s) or reserve day that

conflicts with the day immediately preceding the first day of recurrent training. However she/he will only be pay protected for the portion(s) that would have been dropped under B.1. above and, if applicable, her/his guarantee will be reduced accordingly. Such request may be made by bid closing or within 24 hours after bid closing via the computer system (RF) or e-mail.

4. A Flight Attendant who attends training on a day off will be paid and credited with three hours forty-five minutes (3:45) in addition to her/his guarantee.
- C. A Flight Attendant on a reduced line guarantee may, at her/his option, attend training during the portion of the month in which no flying is scheduled.
- D. A Flight Attendant required to attend training out of domicile will be provided with space positive transportation over the AMR North American system. transportation in accordance with Company pass policies.
- ~~E.~~ A Flight Attendant who is not required to leave her/his domicile for training will receive per diem for each hour, or fraction thereof, of scheduled Company provided training.
- F. A Flight Attendant who is required to leave her/his domicile for training will be provided hotel accommodations if the training is scheduled for more than one day and will be paid per diem from the time she/he is required to report at her/his domicile. if the training requires overnight travel and will be paid per diem from the time she/he is required to report at her/his domicile until her/his return to domicile.
- ~~G.~~ A Flight Attendant shall not be required to return from vacation or leave of absence for any training. A Flight Attendant voluntarily returning for training will be paid in accordance with the provisions of this Agreement.
- ~~FH.~~ The Company shall provide at least eight hours (8:00) of rest after each day of training ten hours (10:00) of rest after each day of training, which can be reduced to nine hours (9:00) rest after the last day of training only. The Company will comply with maximum duty periods stated in this Agreement while a Flight Attendant attends training. A Flight Attendant shall be considered on duty during any time she/he is required to travel to training, attend training, and travel back to domicile from training.
- ~~GI.~~ All training will be conducted in accordance with the policies and procedures of the Inflight Department. Upon request, the Company will meet with the Association Flight Attendant Training Committee to discuss policies and procedures.
- J. Flight Attendants attending training will receive one ten-minute break for every two hours of scheduled training and a one hour meal period for training in excess of six hours. If the scheduled training period transits two traditional meal periods, the Company will schedule two (2) thirty-five minute meal periods in lieu of the one-hour meal period. Such thirty-five minute meal periods will be scheduled in conjunction with the ten-minute break described above to create two (2) forty-five minute meal periods. In addition the Company will ensure that the meal period(s) described commence at a time consistent with the operational hours of the cafeteria.

K. The Company will not schedule training between the hours of 2100L and 0600L time with the exception of the introduction of new aircraft type(s), while awaiting delivery of a cabin trainer.

L. In the event that homestudy training is incorporated into the Flight Attendant training requirements, the Flight Attendant will be credited fifty percent (50%) of the FAA assigned value of such homestudy training at her/his applicable hourly rate in accordance with Section 4.A.1. of this Agreement.

M. For training other than recurrent training the Company may offer such training for bid in accordance with Paragraph A. above or may build such training into bid lines. In addition, if practical, the Company may allow Flight Attendants to sign up for such training voluntarily on a first-come, first-serve basis. In either case, a Flight Attendant may request a change of training dates and/or classes in accordance with Paragraph A. above. Additionally, Flight Attendants may swap training dates and/or classes with each other, so long as such swap does not create a legality conflict.

SECTION 20 RETIREMENT AND INSURANCE

A. Insurance

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

B. Retirement

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

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

SECTION 21
GRIEVANCE PROCEDURE

- A. A grievance is a dispute between the parties under the terms of this Agreement. It must be filed in writing with the Operational Vice President or her/his designee. Failure to file a grievance in writing within the limits specified constitutes a waiver of the grievance.
- B. The Union MEC President or a Flight Attendant(s) who has a grievance will be granted a hearing provided she/he files a grievance with a request for hearing with the Operational Vice President or her/his designee with a copy to the Union within ten (10) business days of the date upon which discipline or discharge is based or within thirty (30) days of the time the Flight Attendant(s) became aware or should have become aware of the event giving rise to the grievance. The following steps will then be taken:
- Step 1 The hearing will be held within ten (10) business days of the date written request is received by the Operational Vice President or her/his designee. The aggrieved Flight Attendant(s) will be given at least three (3) business days written notice of the time and date for such hearing.
- Step 2 Within ten (10) business days following the completion of the hearing, the Company will issue its decision in writing. If the decision of the Company is not satisfactory, it may be appealed by the Union to the System Board of Adjustment by filing a written notice of appeal with the Board within thirty (30) days after receipt by the aggrieved Flight Attendant(s) of the Company's decision.
- C. The grievant is entitled to have a Union Representative present at any step of the grievance procedure.
- D. Copies of all notices and decisions shall be mailed to the Union Legal Department and the Union Grievance Representative.
- E. Time limits in this Section may be extended by mutual agreement of the parties.
- F. Exoneration
1. If, as a result of any hearing or appeal, as provided herein, a Flight Attendant is exonerated, she or he, if held out of service, will be reinstated without any loss of all forms of seniority and shall be paid for such time loss in an amount which would have ordinarily been earned had he or she continued in service during such period.
 2. If, as a result of any hearing or appeal, as provided herein, the Flight Attendant shall be exonerated, the personnel records shall be cleared of the charges.
- G. Settlement Process
1. Nothing herein shall prevent Company and Union representatives from

intervening at any step of the grievance procedure in an effort to seek a resolution.

2. There will be a quarterly meeting between designated representatives of the Company, and designated representatives of the Union to review cases which are pending appeal to the System Board of Adjustment. The purpose of this meeting will be to attempt resolution of those pending cases prior to appeal to the Board.

SECTION 22
SYSTEM BOARD OF ADJUSTMENT

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

stenographic services will be borne equally by the parties. The parties may mutually agree to forego stenographic services if they are not required. Each of the parties will assume the compensation, travel expense and other expenses of the Board members selected by it and the witnesses called by it. ~~Insofar as space is available and to the extent permitted by law, grievants, witnesses, and representatives who are employees of the Company shall receive space available transportation consistent with the Company pass travel policy for traveling to and from the location of the hearing.~~

- I. All submissions of disputes referred to the Board shall be addressed to the Board with one (1) copy to the Company and the Union. One (1) copy of the submission shall be submitted to the neutral third member. Each such submission shall show:
- a). Question or questions at issue;
 - b). Statement of facts;
 - c). Position of the Union;
 - d). Position of the Company.
- J. 1. The Company and Union may be represented by such person or persons as they may choose and designate. Evidence may be presented either orally or in writing, or both. All witnesses testifying orally or by deposition shall do so under oath.
2. The Board, may, by majority vote, or at the request of either the Union Representative or the Company Representatives thereon, summon any witnesses employed by the Company who may be deemed necessary to the dispute, provided such summons does not unnecessarily interfere with the operations of the Company.
- K. 1. Each and every Board member shall be free to discharge her/his duty in an independent manner without fear that her/his individual relations with the Company, the Union or with employees may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board member.
2. Each witness summoned by the Board or called by either party shall be free from retaliation or adverse action by either the Union or the Company because of her/his giving testimony in good faith.
- L. Grievance Mediation
- Once a grievance has been forwarded to the System Board level in accordance with the provisions of this Agreement, the parties may mutually agree to engage in mediation prior to convening a three (3) member Board. Notwithstanding such an agreement, the parties will still meet to determine the neutral board member in accordance with sub-section (D) above in order to avoid a delay and a final resolution, should mediation not be successful. If the parties mutually agree to engage in mediation, the time limits set forth in sub-section (C) above determining the date by which a Board meeting must take place shall be deemed to begin upon the conclusion of the mediation process or the withdrawal of one or both parties from the process.

1. A one time training session for the mediation participants will be conducted by the National Mediation Board and will be held on a mutually agreeable date at a location selected by the National Mediation Board. Thereafter, mediation proceedings conducted pursuant to paragraph L will be held in the city where the general offices of the Company are located, at a mutually agreeable site.
2. Mediators will be provided by the National Mediation Board pursuant to a process agreed upon by the parties. The parties may, however, mutually agree to use the services of a private Mediator rather than those of one provided for by the National Mediation Board. In such cases, the fees and expenses, including the cost of any conference facilities or materials, will be shared equally between the parties. Each party shall bear the expenses of its participants in the mediation process.
3. Mediation shall be scheduled for the second week of February, May, August, and November. In the event that there are no cases pending for mediation 21 calendar days prior to the scheduled mediation session, the parties shall notify the scheduled Mediator that the session is being cancelled.
4. Cases will be scheduled for mediation conference in the quarter in which they are submitted or in the ensuing quarter. In the event the cases cannot be scheduled during the available dates or in the ensuing quarter, additional dates will be secured to accommodate the cases.
5. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The presentation of evidence is not limited to that presented at any previous step of the grievance procedure. The rules of evidence will not apply and no transcript of the Mediation Conference shall be made.
6. The grievant(s) and his/her Union Representative(s) will have the right to be present during the mediation proceedings. Other attendees will include those individuals needed to present the parties' position and reach agreement with authority to bind their respective party. Non-participating observers will not be admitted except by mutual agreement of the parties.
7. The Company and the Association shall each appoint a spokesperson who may be an attorney, for the Mediation Conference.
8. The mediation process may be informal. The Mediator has the authority to meet both jointly and separately with the parties; however, the Mediator has no authority to compel resolution of the grievance.
9. The record of the mediation shall be closed and inadmissible in any subsequent proceeding unless a written settlement is reached. In which case the record shall be admissible solely to interpret, enforce, or apply the settlement, if necessary.
10. By mutual agreement, the parties may request Mediator to give them an oral advisory opinion.

11. Written material presented to the Mediator or the other party shall be returned to the party presenting the material at the termination of the Mediation Conference.
 12. In the event that a grievance that had been the subject of a Mediation Conference is subsequently heard before the System Board of Adjustment, the Mediator may not serve as the neutral Board Member of the System Board, nor may she/he be called as a witness by either party in the Board's proceedings. During the System Board proceedings on such grievance, no reference will be made to the fact that the grievance was the subject of a Mediation Conference; nor will there be any reference to statements made, documents provided, or actions taken by either the Mediator or participants during the course of a Mediation Conference, unless the party offering such statements, documents or actions would have had access or entitlement to them outside the Mediation Conference.
 13. By agreeing to schedule Mediation Conference, the parties are not waiving any procedural argument(s) that they have regarding the case. Both the Company and the Association reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such Conference.
 14. All parties involved in the mediation conference, including the Mediator shall be barred from disseminating information surrounding the Conference and/or individual grievances to the public, the media or like sources for the duration of the mediation process. Nothing in this agreement, however, bars either side from disseminating general information regarding scheduling and outcome of a mediation during the mediation process.
 15. The scheduling of hearings and meetings will be coordinated between the parties.
- ~~The expense of stenographic services necessary to transcribe Board proceedings shall be borne equally by the parties.~~

SECTION 23
UNION SECURITY AND DUES CHECK-OFF

To: ~~Payroll Department~~
~~American Eagle Airlines, Inc.~~

~~I, _____, hereby authorize and direct American Eagle Airlines, Inc. to deduct from my pay such monthly dues as are now or may hereafter be established in accordance with the constitution and bylaws of the Union, for remittance to the Union.~~

A. Agency Shop

~~Each Flight Attendant covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union, shall be required to, as a condition of continued employment, beginning thirty (30) days after the effective date of this Agreement or the completion of his/her probationary period, whichever is later, pay the Union each month a service charge as a contribution for the administration of this Agreement and the representation of such employee. The service charge shall be an amount equal to the Union's regular and usual monthly dues and periodic assessments, including LEC and MEC assessments, which would be required of the Flight Attendant if a member. Any employee who, on the effective date of this Agreement, is eligible to become a member of the Union, will do so within sixty (60) days after the date of signing of this Agreement as a condition of continued employment with the Company. An employee will become a Union member upon the completion of her/his probationary period. For the purpose of this Section, an employee shall be considered a member of the Union if she/he tenders the initial fees and periodic dues required as a condition of membership.~~

~~B. Any new employee hired on or after the effective date of this Agreement, shall make application for membership in the union sixty (60) days after the date for first assignment to line duty as a Flight Attendant with Company, and shall thereafter maintain membership in the Union as provided for in paragraph A of this Section.~~

~~CB. If a member becomes delinquent in the payment of her/his initiation fee or membership dues, such member shall be notified by registered mail, return receipt requested, copy to the Company, that she/he is delinquent in the payment of initiation fee or membership dues as specified herein and is subject to discharge as an employee of the company. Such letter shall also notify the employee that she/he must remit the required payment within a period of ~~sixty (60)~~ thirty (30) days or be discharged.~~

~~BC. If, upon expiration of the ~~sixty (60)~~ thirty (30) days the employee still remains delinquent, the Union shall certify in writing to the Company, copy to the Employee, that the employee has failed to remit payment within the grace period allowed and is therefore, to be discharged. The Company shall then take proper steps to discharge such employee from the service of the Company. Such discharge shall be deemed to be for cause.~~

~~ED. Any determination under the terms of this Section shall be based solely upon the failure of the employee to pay or tender payment of initiation fee or membership dues, and not because of denial or termination of membership in the Union upon any other grounds.~~

~~FE. The Company agrees to deduct from the pay of each employee who voluntarily executed the ~~following~~ agreed upon form in "Appendix A" on or after the effective date of this Agreement, and remit (electronically, if possible) to the Union the membership dues uniformly required by the Union.~~

~~GF. When a "dues form" as specified herein is received by the payroll department on or before the first day of the month, deductions will commence with the second pay day of the month following and will continue thereafter. The Company will remit to the Union a check in payment of all dues collected as soon after the pay day as possible. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of Union dues to the Union will be accompanied by a list of names, employee numbers, and amounts deducted in that particular period. Such information shall be sent, in a mutually agreed electronic format, to the AFA Director of Membership along with an explanation of any codes used by the Company in the report.~~

~~HG. No deductions of Union dues will be made from the wages of any employee who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay. Upon return to work within the classification covered by this agreement, whether by transfer, termination or leave without pay, or recall from furlough, deductions shall be automatically resumed. As a courtesy, when a Flight Attendant requests a Leave of Absence, the Company shall advise her/him of the obligation to continue paying dues for the first three (3) months of any such leave as well as her/his obligation to send such payments directly to the Union. The cooperation of the Company on this issue is in no way considered a liability of the Company to secure Union dues. The Union will not grieve an individual and sporadic case(s) in which the Company has inadvertently failed to provide such notice to a Flight Attendant.~~

~~HI. An employee who has executed a "dues form" and who resigns or is otherwise terminated (other than furlough) from the company, shall be deemed to have automatically revoked her/his assignment, and if she/he is re-employed, further deductions of Union dues will be made only upon receipt of a new "dues form."~~

~~JL. Collections of any back dues owed at the time of starting deductions for any employee, and collections of dues missed because an employee's earnings were not sufficient to cover the payment of dues for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions.~~

~~KJ. Deductions of dues shall be made once a month provided there is a balance in the paycheck sufficient to cover the amount after all deductions authorized by the employee, or required by law, have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period which included her/his last day of work. Newly hired Flight Attendants shall have the option of having the Union's initiation fees automatically deducted from their paycheck in ten (10) equal increments.~~

~~LK. The Union agrees that it shall indemnify the Company and save the Company~~

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

ML The Company will provide a means for payroll deductions for Flight Attendant political contributions.

The Plan will be known as "FLIGHT-PAC" and will be administered by the Company with administrative cost being borne by the ~~Union~~ Association.

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

APPENDIX A

To: Payroll Department
American Eagle Airlines, Inc.

I, _____, hereby authorize and direct American Eagle Airlines, Inc. to deduct from my pay such monthly dues as are now or may hereafter be established in accordance with the constitution and bylaws of the Union, for remittance to the Union.

SECTION 24
CONDUCT OF UNION BUSINESS

A. ~~The Union shall have the privilege of posting~~ may post Union notices signed by authorized Union officials on Union bulletin boards provided by the Company at all Flight Attendant domiciles. No notice posted on such board shall contain derogatory or inflammatory material with respect to the Company or its employees. Should the Company object to the posting of the material because it is derogatory or inflammatory as stated above, it shall immediately notify the Union and the Union ~~shall not post~~ will remove the item.

B. ~~The Association will be responsible for printing copies of this Agreement for distribution to Flight Attendants within sixty (60) days after signing. The Company and Union will share (50%-50%) the cost of printing and providing copies of this Agreement for distribution to Flight Attendants within sixty (60) days after signing.~~

~~C. The Company shall invoice the Union for all time released by the Union at the Flight Attendant's hourly rate of pay in accordance with Letter of Agreement (Appendix C) agreed to by the Company and the Union, unless a Flight Attendant requests the time to be unpaid.~~

~~D. C.~~ D. The Union will advise the Company in writing of the names of its designated representatives and such designation shall remain effective until revoked by written notice.

F. D. Union Business Leave

~~If the service allows and upon the approval of the Director of Inflight Services, all Flight Attendants who are committee members on one of the Union committees will be released from flying while conducting Union business. Such permission will not be unreasonably withheld. In the event of a trip trade or trip drop, Union business will take precedence over other requests.~~

1. The MEC President or her/his designee shall inform the Vice President Inflight or her/his designee of the Flight Attendant(s) who are required to be free from duty for the purpose of conducting Union business and the proposed dates.

2. If the service of the Company permits, and the Vice President Inflight or her/his designee so authorize, such Flight Attendant will be removed from trips by approval of trip trades and or the rescheduling of Flight Attendant(s), etc.

3. Flight Pay Loss

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

b. When a Flight Attendant will be on Union Business leave for the entire bid period, she/he will "paper bid." The names of

Flight Attendants who will be paper bidding for the next bid period will be submitted to the Company no later than the fifth (5th) day of the current bid period. A Flight Attendant who paper bids will be deemed to hold the line to which her/his seniority entitles her/him for all purposes, including, but not limited to, vacation, sick leave, jury duty, etc.

c. The Company will compensate the Flight Attendant while performing Union Business as if she/he had performed service as her/his normal duty period(s), as applicable.

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

i. The name(s) of the Flight Attendant(s);

ii. The dates of work scheduled for Union Business leave;

iii. The number of scheduled hours missed;

iv. Her/his applicable hourly rate;

v. The amount of loss calculated in dollars.

e. The base amount of pay loss will be calculated by multiplying the scheduled hours missed by the applicable hourly rate of pay as prescribed in Section 4.A.1. of this Agreement.

f. In addition to the base pay calculated in paragraph D.4.e., above, the Company may include an additional 24% override to cover the burden of taxes, workers' compensation benefits, etc.

4. Unpaid Union Drops

a. A Flight Attendant may request that a trip(s) dropped for Union Business be without pay.

b. A Flight Attendant who requests and is awarded an unpaid trip drop for Union Business will have the amount of dropped time deducted from her/his projected monthly bid line.

c. An unpaid trip dropped for Union Business will result in time (and thus pay) being deducted from a Flight Attendant's pay in the same manner as time (and pay) deducted from a line holding Flight Attendant's monthly bid line.

F. E. Official Union bulletins may be distributed to the Flight Attendant's mail boxes if they have been approved for such distribution by ~~the~~ a Director of Inflight Services. Such approval will not be unreasonably withheld. The Company may reasonably withhold approval for any bulletin it deems to be derogatory, defamatory or inflammatory. Use of the mail boxes without the approval of the notice by ~~the~~ a Director of Inflight Services may result in a revocation of this benefit.

- Ⓔ. The Company will provide the Union the names, bases and addresses of Flight Attendants who are eligible for Union membership upon their initial assignment to a domicile.
- Ⓕ. The Union does not question the right of the Company Supervisors to manage and supervise the work force and make reasonable inquiries of employees in the course of work. In meetings for the purpose of investigation of any matter which may result in discipline or dismissal, or when written statements are taken relating to such matters, or in meetings of sufficient importance for the Company to have witnesses, or more than one (1) Company Supervisor present, the Flight Attendant, if she/he requests, may have an Union Representative present. The presence of an Union Representative at such meetings shall in no way interfere with the conduct of the meeting.
- Ⓖ. The Company recognizes the following Union committees: Scheduling; ~~Health~~, Safety, Health and Security; Hotel; Uniform; Grievance; Membership; EAP; and Government Affairs.
- Ⓗ. The Union may request passes for Company employees, traveling on Union Business, consistent with Company policy.
- J. A Union Representative will be permitted one and one half (1:30) hours to address each new hire class of Flight Attendants during the initial training. Nothing of a derogatory or inflammatory nature will be communicated by the Union Representative during the session. The Company may have a representative present during the Union's presentation for the purpose of observation.
- K. A Flight Attendant on a Union Business leave will retain and continue to accrue all forms of seniority as though she/he had remained in the active service of the Company.
- L. A Flight Attendant, upon written notification providing the length of such leave, will be granted a leave of absence to accept full time employment with the Union extended at the request of the Union. During such leave, a Flight Attendant will retain and continue to accrue all forms of seniority as though she/he remained in the active service of the Company. A Flight Attendant returning from such leave will be subject to the same procedures and policies as a Flight Attendant returning from personal leave. A Flight Attendant returning from Union leave will be offered training in a timely manner.
- M. On a semi-annual basis, at the same time the seniority list is provided, the Company will provide the Union with a list of Flight Attendants on the seniority list and the addresses on file with the Company.

**SECTION 25
NO STRIKES OR LOCKOUTS**

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

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

**SECTION 26
SAFETY & HEALTH**

A. ~~A Flight Attendant safety and health committee may be established by the Union. The Company agrees to meet with the Flight Attendant Safety, Health & Security Committee on a regular basis, but not less than quarterly.~~

B. Safety, Health & Security Committee

The Company will provide ear plugs to Flight Attendants.

1. ~~G. The Company agrees to meet with the Flight Attendant Safety and Health Committee. The Committee shall consist of not more than three (3) members designated by the Union and not more than three (3) members designated by the Company. Additional participants may attend such meetings when mutually agreed upon by the Company and the Union.~~

2. ~~D. The Safety, and Health, and Security Committee will meet from time to time, but no less than once every six (6) months with the Company quarterly to study and evaluate matters relating to Flight Attendant safety. Recommendations of the Union members will be considered in relation to all matters affecting Flight Attendant safety.~~

C. The Company shall insure that all aircraft are provided with an adequate amount of antiseptic hand-cleansing towels (pre-packaged hand wipes).

D. The Company will provide ear plugs to Flight Attendants.

E. Sanitation Standards

~~A Flight Attendant may be asked to participate in the search for a bomb, but will not be required to do so.~~

1. All Flight Attendants shall be afforded an adequate amount of bottled water on their aircraft for their consumption while on the aircraft and during ground-times away from base.

2. If a Flight Attendant is required to work on an aircraft which has an inoperative lavatory she/he shall be given no less than fifteen minutes (:15) on the ground free of other duties in order to utilize an airport lavatory after each such segment.

F. Anti-Discrimination Provisions

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

2. A Flight Attendant may be asked to participate in the search for a bomb but will not be required to do so.

G. Safety Information

1. The Company shall meet and confer with the Association Safety, Health and Security Committee members to discuss the parties' interests and concerns for inflight safety and to allow the Association to review and comment on the relevant specification of the proposed aircraft type or changes to the cabin interior of the current fleet.

2. The Company shall meet and confer with the MEC President before initiating a new class of service or before implementing a seat reconfiguration.

H. Critical Incident Stress Management (CISM) Procedure

1. The Company will notify the MEC President and MEC EAP Chairperson via the EAP Hotline as soon as practical of any accident resulting in serious injury, any hijacking incident, any actual evacuation of an aircraft, physical assault of a Flight Attendant, aircraft decompression during flight or any other catastrophic event in which a Flight Attendant is involved during the course of her/his duty with the Company.

a. The Flight Attendant will be provided with immediate medical attention, and to the extent possible, isolated from the media. This will also apply to acute illness while out of domicile.

b. The Company will promptly notify the designated emergency contact of each Flight Attendant involved if the Flight Attendant is incapacitated or requests the Company to do so.

3. The Company will release a Flight Attendant from further duty without loss of trip pay if the Flight Attendant feels she/he is unable to continue to perform her/his duties. The CI Code will be used to remove Flight Attendants from any trip where CISM is required. CI removals will not count as an occurrence under the Company's attendance/disciplinary policies.

4. Should the Company decide to make material changes in the Company Critical Incident Stress Debriefing (CISD) testing program which could impact Flight Attendants, such changes will be discussed with the Association prior to implementation.

5. Should the Flight Attendant not be able to return home immediately, the Company will absorb reasonable costs for lodging, meals and travel until she/he is able to return home and transportation is secured.

6. In the event of any accident, the Company will not take any action to hinder the Association's access to the crash site. The Company shall facilitate and expedite the arrival of the American Eagle AFA Go-Team Representatives to the crash site.

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

I. Crew Member Physical Assault

1. The Company will continue to maintain zero tolerance for assaults and/or interference involving crew members.
2. The Company will provide a Flight Attendant with its available resources, including positive space and full pay and credit for any trip the Flight Attendant misses, to aid in the prosecution of any unruly passenger.

J. Hostilities

The Company will notify the MEC President immediately upon receipt of information regarding hostilities and/or political disruptions which may present a danger to the safety of Flight Attendants at stations into which they are required to fly. At the request of the MEC President, the Company will meet and review the impact of such hostilities and/or disruptions on Flight Attendants.

K. Access to Secure Areas

The Company will ensure escort access to secure areas outside of a committee member's respective domicile following a request by the committee member to investigate specific health and safety issues of concerns of to American Eagle Flight Attendants.

L. Luggage

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

M. Cleaning

The Company shall arrange for cleaning of its aircraft at all stations. A Flight Attendant's cleaning duties will be limited to normal and usual tidying of the aircraft cabin.

N. Employee Assistance Program (EAP)

1. The Company and the Union agree to work jointly in coordinating the services of their respective Employee Assistance Programs (EAPs).
2. AFA EAP contact information will be provided at new hire orientation, on the AFA bulletin boards in Flight Attendant domiciles and during the

Company's supervisor training programs.

3. The Company will permit approved AFA EAP notices to be placed in Flight Attendant mailboxes.

4. The Company and AFA EAP will keep each other advised through written notice of any changes in authorized representatives and changes in EAP-related policies.

5. Whenever the Company refers a Flight Attendant to the Company EAP, either verbally or in writing, AFA EAP contact information will also be provided at the same time.

6. The Company will immediately drop a trip(s) for the EAP Chairperson in the event of an aircraft accident or incident as defined by the NTSB.

7. Should the Company provide any other work group with more favorable arrangements, agreements and/or support for programs of assistance, AFA will also be provided such, if requested.

8. Should the Company decide to make material changes in the Company's EAP or drug and alcohol testing programs which could impact Flight Attendants, such changes will be discussed with the Association prior to implementation.

O. Professional Standards

The Company recognizes the AFA Professional Standards Committee and agrees to meet with said committee periodically to discuss issues of mutual concern.

**SECTION 27
GENERAL**

A. Non-Discrimination

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

B. Discipline

1. Notices of Discipline

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

2. Complaint Letter

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

3. Personnel File

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

C. Deliverance of Material

Notices required in this Section and this Agreement will be hand-delivered or will be sent by expedited mail, return receipt requested.

~~D. The Company shall not place any negative report or derogatory material in the~~

~~Flight Attendant's personnel file without providing the Flight Attendant an opportunity to inspect and review the material or report. Said Flight Attendant shall be allowed to place in the personnel file a statement of the incident.~~

~~E.D.~~ All orders to Flight Attendants involving a change in domicile assignments, promotions, demotions, furloughs, vacations and leaves of absence ~~shall~~ will be stated in writing.

~~F. The Company shall update the domicile bidding list at all Flight Attendant domiciles every month.~~

~~FE.~~ A Flight Attendant grounded due to a medical condition will, at her/his request, be considered for employment with the Company in another capacity subject to available vacancies and qualifications of the Flight Attendant.

~~GE.~~ 1. On any leg where safety and food service requirements are fulfilled, a Flight Attendant may eat a meal/snack in the galley area(s) of the aircraft, as long as the cabin zone is monitored and passengers' needs and requests are fulfilled.

2. If there is insufficient time for a Flight Attendant to eat a meal/ snack in flight, such meal/snack may be consumed on the ground provided all other Flight Attendant responsibilities have been accomplished. Flight Attendants who are eating on the ground will not interfere with other employees who are in the course of performing duties.

~~3. The Company recognizes the need to allow Flight Attendants to eat during the duty day. A Flight Attendant may inform Crew Scheduling that she/he needs a opportunity to eat and Crew Scheduling will ensure that he/she receives a break, if reasonable.~~

~~G. Savings Clause.~~

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

~~H. Flight Attendant Crew Lounge~~

1. The Company will provide a clean, comfortable, secure, and otherwise suitable facility for the use of the Flight Attendants covered by this Agreement which is of adequate size to accommodate, at the very least, three (3) full-sized crews, or fifteen (15) crew members, whichever number is greater, at every primary domicile. In established secondary

co-domiciles, the Company will designate, at a minimum, an area for flight attendants to have access to computers, printers and phones necessary to the performance of their duties. Such area will also be equipped with adequate seating and facilities.

2. The Company will address crew room facilities complaints and accomplish a resolution within sixty days of notification. During such period, the local AFA LEC President will be kept apprised of the progress of the completion of the project.

I. Return of Company Property –

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

J. Passports

1. The Company will reimburse the Flight Attendants the cost of renewing passports, within the six month period prior to the expiration of such passport, including the cost of passport photos. Flight Attendants who require an expedited passport in order to perform current scheduled flights which require a passport, will also be reimbursed for related charges.

2. Inoculations/Vaccinations- Any CDC required vaccinations for destinations served by the Company outside the United States will be made available at a Company designated medical facility. The cost of such vaccinations will be borne by the Company.

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

K. The Company shall provide a toll-free phone number for Flight Attendants to contact her/his Flight Service Managers Office.

**SECTION 28
PHYSICAL EXAMINATIONS**

A. Requirement for Physical/Mental Health Examinations

1. A Flight Attendant will not be required to submit to a physical/mental health examination without the Flight Attendant's consent unless the Company has a reasonable basis to believe that such Flight Attendant's health or physical conditions is impaired enough to question her/his ability to perform her/his job as a Flight Attendant, in which case the Flight Attendant will, upon written request, the Flight Attendant will be furnished a copy of the medical examiner's report. ~~This paragraph is applicable to Company requests for verification of short term illness or injury.~~

2. Initial Evaluation – A Flight Attendant who is requested by the Company to undergo a physical or mental health examination shall have the right to see a medical examiner at any hub or base of AMR which has a medical examiner available. The Flight Attendant will be notified of those hubs and/or bases which have such medical examiner available at the time she/he is requested to see an examiner.

3. Specialist Evaluation – When it is necessary for a Flight Attendant to receive an evaluation from a specialist, the Company will, whenever possible, find the necessary specialist in the local area of the Flight Attendant's residence or as close to it as possible.

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

1. The Flight Attendant may employ a qualified medical examiner of her/his own choosing and at her/his own expense, for the purpose of conducting a physical examination for the same purpose as the physical examination made by the medical examiner on behalf of the Company.

2. A copy of the findings of the medical examiner employed by the Flight Attendant shall be furnished to the Company within ten (10) business days following the receipt by her/him of the report of the Company's medical examiner. In the event that such findings verify the findings of the medical examiner employed by the Company, or if she/he fails to furnish such report to the Company within said time, no further review of the case shall be afforded.

3. In the event that the findings of the medical examiner chosen by the Flight Attendant are timely filed with the Company and they disagree with the findings of the medical examiner employed by the Company, the Company will ask that the two medical examiners agree upon the appointment as promptly as possible, but no later than ten (10) business days, a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further examination.

4. The said disinterested medical examiner shall then promptly make a

further examination of the Flight Attendant in question and the case shall be settled on the basis of her/his findings. The disinterested medical examiner will be given a copy of the findings of the Company's medical examiner and of the Flight Attendant's medical examiner prior to making her/his examination.

5. The expense of employing the disinterested medical examiner shall be borne one-half (½) by the Flight Attendant and one-half (½) by the Company. Copies of such medical examiners reports shall be furnished to the Company and to the Flight Attendant.

C. When the Flight Attendant is removed from flying status by the Company as a result of her/his failure to pass the Company physical/mental health examination and such decision ~~action~~ is subsequently reversed allowing the Flight Attendant to return to flying by the third disinterested medical examiner pursuant to (B)(4) above, she/he shall be made whole which shall include being paid for any and all trips missed or the minimum daily guarantee for any reserve days missed, and she/he shall be reimbursed for all expenses (not covered by insurance) incurred under the provisions of (B)(1) and (4) and (5) of this Section, and shall not have any such expenses counted towards any of her/his insurance maximums/caps. ~~proven unwarranted she/he should be paid for time lost during such period, providing further that in no case shall she/he be paid for a period in excess of ninety (90) days.~~

SECTION 29
CO-DOMICILES

A. The Company shall have the right to establish co-domiciles that may serve two (2) or more airports within the same metropolitan area.

B. Parking for Flight Attendants in Co-domiciles will be handled in accordance with Section 5- Expenses.

C. The Company agrees to provide notification to the Union at least sixty (60) days prior to the establishment of any new co-domicile(s) and furthermore agrees to meet and confer with the Union at such time to discuss the co-domicile operation.

D. Co-Domiciles currently established by this agreement are depicted on the following chart:

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

E. Each Co-Domicile will have one airport designated as the Primary base and the other airport(s) will be considered the Secondary base(s). The Company will meet and confer with the Union prior to changing the Primary/Secondary designation of a Co-domicile airport.

F. The Company shall make every effort to schedule a Flight Attendant to begin and end a trip at the same airport.

G. In the event a trip sequence begins at one airport in a co-domicile and ends at another airport in that co-domicile, the Company shall provide ground transportation back to the originating airport.

1. In the event that the Company provided transportation above is not available, alternative transportation may be elected by the Flight Attendant(s) in accordance with Section 5, Paragraph D of this Agreement.

2. At the request of a Flight Attendant who is a bidline holder, the transportation will be provided at the beginning of the trip sequence, provided that such request is made at least twenty-four (24) hours prior to scheduled check-in and does not create a conflict with the duty/rest provisions of this Agreement.

H. Time spent in transit between co-domiciles as scheduled on the trip assigned to the Flight Attendant shall be considered duty time for purposes of Section 4, Section 5 and Section 7 of the Agreement. The scheduled times for such transit shall be no

less than those set forth in the chart below and shall be considered as deadhead time and paid in accordance with Section 4-Compensation.

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

I. Minimum Call- The minimum call out for Flight Attendants assigned to report to a secondary co-domicile base shall be one (1) hour more than the standard call-out to the Primary base.

SECTION 30 INTERNATIONAL FLYING

- A. International flying is all flying to or from an international city, excluding cities in Mexico, Canada, the Bahamas and the United States Virgin Islands.
- B. International Overnight. Flight Attendants on an overnight in an international destination will receive, in addition to all other compensation, five dollars (\$5.00).
- C. The length of the reserve Availability Periods (RAPS) applicable to domestic Reserve Flight Attendants will apply to all Reserve Flight Attendants, regardless of domicile or type of flying. RAPS will not apply to Flight Attendants based in a domicile where the Company is required by government regulations to have Flight Attendants operate under "flag" rules.
- D. The rest provisions set forth in Section 7.E. of this agreement will apply to all Flight Attendants, regardless of domicile or type of flying.
- E. At a minimum, the following provisions of Puerto Rico law will apply to Flight Attendants based in Puerto Rico:
 - 1. Christmas Bonus in accordance with Sideletter F. (Current Book Sideletter N)
 - 2. Early Vacation Pay in accordance with Sideletter E. (Current Book Sideletter M)
- F. Injury on Duty. A SJU based Flight Attendant who is eligible for El Fondo benefits may use accrued sick leave to make up the difference between the El Fondo benefits and two-thirds (2/3) of the Flight Attendant's average weekly wage.
- G. The Company will reimburse a Flight Attendant on a trip for required calls to Crew Scheduling from a destination that does not have cellular phone service or 800 capability. If the destination has cellular-phone service, the Flight Attendant will be reimbursed for required phone calls to Crew Scheduling, if she/he incurs long-distance/international charges on her/his cellular phone.

**SECTION 31
DURATION**

A. This Agreement shall become effective ~~March 2, 1998~~ September, 2005 except as otherwise set forth in this Agreement, and shall continue in full force and effect until and including ~~March 2, 2002~~ September, 2009 and shall renew itself without change until each succeeding ~~March 2~~ September, thereafter, unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party, at least ~~sixty (60) one hundred twenty (120) days but not more than one hundred eighty (180) days~~ prior to the ~~3rd~~ _____ day of ~~March~~ September in any year, beginning with ~~2002~~ 2009 except as otherwise provided in Letter E.

~~Unless incorporated herein, this Agreement will cancel and render null, void and no further force or effect all Agreements, Supplemental Agreements, Amendments, Letters of Understanding, and similar related documents, between Executive Airlines, Inc., and the Association of Flight Attendants ("AFA"), and between Flagship Airlines, Inc., and the Association of Flight Attendants ("AFA"), and between Simmons Airlines, Inc., and the Association of Flight Attendants ("AFA"), and between Wings West Airlines and the Association of Flight Attendants ("AFA").~~

B. Should written notice of intended change be served in accordance with paragraph A., above, the Company and the Association shall meet and begin Section 6 negotiations no later than ninety (90) days prior to the _____ day of Septemeber.

Whereof, the parties have signed this Agreement this _____ day of September ~~April, 1998~~ 2005.

FOR AMERICAN EAGLE
AIRLINES, INC.

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

Peter M. Bowler
President

Patricia A. Friend
International President

Linda Kunz
Vice President – Flight Services

Mark C. Stotik
Staff Attorney

Cathy Jacobs
Vice President - Labor Relations

Reginald Salas
MEC President

Doug Matalucci
Director – Crew Scheduling

Pat Davis
Negotiating Committee Member

Tammy Coffey
Regional Managing Director-
Flight Services

Laurette Espeland
Negotiating Committee Member

Cassy Ralat
Director – Flight Services,
Executive Airlines, Inc.

Diana Kishaba
Negotiating Committee Member

Stephanie Babish
Counsel – Employee Relations

LETTER
OF AGREEMENT

between

AMERICAN EAGLE AIRLINES, INC.

and the

FLIGHT ATTENDANTS

in the service of

AMERICAN EAGLE AIRLINES, INC.

as represented by the

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

SIGNING BONUS

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between AMERICAN EAGLE AIRLINES, INC. (hereinafter the "Company"), and the FLIGHT ATTENDANTS in the service of AMERICAN EAGLE AIRLINES, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter the "Union").

WHEREAS, in recognition of the ratification of this Agreement, the parties have agreed upon a signing bonus;

NOW THEREFORE, the parties have agreed to the following:

A Flight Attendant with at least six (6) months of service as of the date of ratification of the Agreement (an "eligible Flight Attendant") will receive a signing bonus in accordance with the following:

<u>Years of Service on Date of Ratification</u>	<u>Signing Bonus</u>
6 months - 4 years	\$500.00
5 - 12 years	\$1000.00
13+ years	\$1500.00

An eligible Flight Attendant will receive the applicable signing bonus within sixty (60) days after the date of signing of the Agreement, except that an eligible Flight Attendant who is not in active service on the date of signing of the Agreement will receive the applicable signing bonus within sixty (60) days after returning to active service.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this ___ day of _____, 2005.

FOR AMERICAN EAGLE
AIRLINES, INC.

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

Peter M. Bowler
President

Patricia A. Friend
International President

Linda Kunz
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Cassy Ralat
Director – Flight Services,
Executive Airlines, Inc.

Diana Kishaba
Negotiating Committee Member

Stephanie Babish
Counsel – Employee Relations

**LETTER
OF AGREEMENT**
between
AMERICAN EAGLE AIRLINES, INC.
and the
FLIGHT ATTENDANTS
in the service of
AMERICAN EAGLE AIRLINES, INC.
as represented by the

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

PLACEMENT OF SIDELETTERS IN NEW AGREEMENT

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between AMERICAN EAGLE AIRLINES, INC. (hereinafter the "Company"), and the FLIGHT ATTENDANTS in the service of AMERICAN EAGLE AIRLINES, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter the "Union").

NOW THEREFORE, the parties have agreed to the following:

The parties agree that the status of Letters of Agreement and other agreements published with the Agreement dated March 2, 1998 is as shown in the chart below. Any unpublished Letter of Agreement or other agreement between the Company and AFA after March 2, 1998 that remains effective according to its terms will remain enforceable pursuant to Sections 21 and 22 of the Agreement, subject to applicable defenses.

<u>Letter Published in March 2, 1998 Agreement</u>	<u>Disposition in September ____, 2005 Agreement</u>
Letter A (Uniform Cleaning Allowance)	Deleted: Terms incorporated in Section 12.R. (Uniforms)
Letter B (Jumpseats)	Deleted
Letter C (Early Reopener)	Deleted
Letter D (AFA New Hire Presentations)	Deleted: Terms incorporated in Section 24.J. (Conduct of Union Business)
Letter E (Retention of Company Seniority)	Letter A
Letter F (Part Time Bid Lines)	Deleted: Terms incorporated in Section

Letter G (Conduct of Union Business)	8.B.10 (Scheduling)
Letter H (CDO Lines)	Deleted: Terms incorporated in (Compensation While Performing Union Business) Section 24.D.3. and D.4.
Letter I (New Equipment)	Deleted: Terms incorporated in Section 7.F. (Hours of Service)
Letter J (Employment Consideration)	Letter B
Letter K (AA Jumpseat)	Letter C
Letter L	Letter D
Letter M (San Juan Early Vacation Pay)	Deleted: Terms incorporated in (Wings West Uniform Replacements) Section 12.C. (Uniforms)
Letter N (San Juan Christmas Bonus)	Letter E
Letter O (Former Command Flight Attendants)	Letter F
Letter P (Consecutive CDO's)	Deleted
Letter Q (Short Time Training)	Deleted: Terms incorporated in Section 7.F.4., 5., and 6. (Hours of Service)
Letter R (Vacation Moves)	Letter G
Letter S (PBE Training)	Deleted: Terms incorporated in Section 10.F.2. (Vacation)
Letter T (Improvements to Eagle Agreement)	Deleted
Letter U (Transition Agreement)	Letter H
Appendix A (Open Time Explanations And Examples)	Deleted

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this ____ day of _____, 2005.

FOR AMERICAN EAGLE
AIRLINES, INC.

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

Peter M. Bowler

Patricia A. Friend

President

International President

Linda Kunz
Vice President – Flight Services

Mark C. Stotik
Staff Attorney

Cathy Jacobs
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Cassy Ralat
Director – Flight Services,
Executive Airlines, Inc.

Diana Kishaba
Negotiating Committee Member

Stephanie Babish
Counsel – Employee Relations

**LETTER
OF AGREEMENT**

between

AMERICAN EAGLE AIRLINES, INC.

and the

FLIGHT ATTENDANTS

in the service of

AMERICAN EAGLE AIRLINES, INC.

as represented by the

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

LONGEVITY INCREASES

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between AMERICAN EAGLE AIRLINES, INC. (hereinafter the "Company"), and the FLIGHT ATTENDANTS in the service of AMERICAN EAGLE AIRLINES, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter the "Union").

WHEREAS, the parties have agreed to the following:

A Flight Attendant who reaches the top of the pay scale set forth in Section 4.A. of the Agreement will receive a per hour (as calculated under Section 4.A.) longevity increase in addition to the applicable Step 12-13 pay rate on her/his anniversary date thereafter in accordance with the following:

- A. On the date of signing of this Letter of Agreement, a Flight Attendant with thirteen (13) or more years of service will receive an additional \$.50 per hour.
- B. Twelve (12) months after the date of signing of this Letter of Agreement, a Flight Attendant with thirteen (13) or more years of service will receive an additional \$.50 per hour for each year over twelve (12), up to a maximum of \$1.00 per hour.
- C. Twenty-four (24) months after the date of signing of this Letter of Agreement, a Flight Attendant with thirteen (13) or more years of service will receive an additional \$.50 per hour for each year over twelve (12), up to a maximum of \$1.50 per hour.
- D. Thirty-six (36) months after the date of signing of this Letter of Agreement, a Flight Attendant with thirteen (13) or more years of service will receive an additional \$.50 per hour for each year over twelve (12), up to a maximum of \$2.00 per hour.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this ____ day of _____, 2005.

FOR AMERICAN EAGLE AIRLINES, INC.

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

And the
FLIGHT ATTENDANTS
in the service of
AMERICAN EAGLE AIRLINES
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Peter M. Bowler
President

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Cassy Ralat
Director – Flight Services,
Executive Airlines, Inc.

Diana Kishaba
Negotiating Committee Member

Stephanie Babish
Counsel – Employee Relations

LETTER OF AGREEMENT
between
AMERICAN EAGLE AIRLINES

IMPLEMENTATION AGREEMENT

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

WHEREAS the Company and the Union have reached agreement upon a collective bargaining agreement (hereinafter referred to as the "Agreement");

NOW THEREFORE, the parties agree as follows:

The Agreement will be effective on the first day after the date of ratification (hereinafter referred to as "DOR"), except as otherwise specifically provided for in the Agreement and with the following exceptions:

- 1) Pay Rates as contained in Section 4.A. of the Agreement will be effective on DOR and paid starting in the following payroll period.
- 2) Deadhead pay as contained in Section 4 of the Agreement will be effective on the first day of the first full month following DOR.
- 3) The ninety-six percent (96%) line guarantee as contained in Section 4 of the Agreement will be effective on the first day of the first full month following DOR.
- 4) The per diem rates as contained in Section 5 of the Agreement will be effective on the first day of the first full month following DOR.
- 5) The value of the day as defined in the Agreement will be effective on the first day of the first full month following DOR.
- 6) A Flight Attendant's ability to elect a 24-hour break from duty in lieu of a calendar day off in any seven (7) day period as contained in Section 7 of the Agreement will be effective on the first day of the first full month following DOR or November 1, 2005, whichever is later.
- 7) The one hundred block hour (100:00) limitation as contained in Section 7 of the Agreement will be effective on the first day of the first full month following DOR or November 1, 2005, whichever is later.
- 8) Bidlines will be constructed with the minimum number of days off as contained in Sections 7 and 8 effective with the first full bid period following DOR.

- 9) Trip Trades with open time as contained in Section 8 and Personal – Other and Personal Emergency Days as contained in Section 10 of the Agreement will be effective no later than the first day of the contractual month of December 2005.
- 10) Golden days off for Reserves as contained in Section 8 of the Agreement will be effective November 1, 2005.
- 11) Time balancing of reserves as contained in Section 9 of the Agreement will be effective the first day of the first full month following DOR or November 1, 2005, whichever is later.
- 12) The Uniform Point System as contained in Section 12 will be effective on January 1, 2006.
- 13) The training bid system contained in Section 19 of the Agreement will be effective on November 1, 2005, for training commencing on or after January 1, 2006.
- 14) The retirement contributions as contained in Section 20 of the Agreement will be effective no later than November 1, 2005.

For purposes of the Agreement and this Letter of Agreement, the Date of Signing (DOS) will be the deemed to be the same as DOR.

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

- a. The JIC will consist of three (3) members chosen by management, and three (3) members chosen by the Union. The members must include participants in the direct discussions during the negotiations period. Either side may allow staff or other representatives to participate.
- b. The jurisdiction of the JIC will be limited to resolving implementation issues and those issues concerning any new side letters, and new or amended provisions.
- c. The JIC will meet as necessary, at either party's request, commencing with the ratification of the Agreement. The meetings will continue until the Agreement is fully implemented but no later than March 1, 2006. At that time the jurisdiction of the JIC will cease unless it is extended by mutual agreement.
- d. Should the parties be unable to resolve issues regarding intent of the Agreement, the parties will use the services of a mediator for the purpose of mediating the dispute. The joint chosen mediator will have jurisdiction for no more than sixty (60) days and no later than May 1, 2005. Any such mediation process will not be admissible in any future grievance, system board of adjustment hearing, arbitration or any other proceeding. The actions of the JIC or any mediator advisory opinion will not be subject to review under Sections 21 or 22 of the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this day, _____, 2005.

FOR AMERICAN EAGLE
AIRLINES, INC.

Peter M. Bowler
President

Linda Kunz
Vice President – Flight Services

Cathy Jacobs
Vice President - Labor Relations

Doug Matalucci
Director – Crew Scheduling

Tammy Coffey
Regional Managing Director-
Flight Services

Cassy Ralat
Director – Flight Services,
Executive Airlines, Inc.

Stephanie Babish
Counsel – Employee Relations

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

Patricia A. Friend
International President

Mark C. Stotik
Staff Attorney

Reginald Salas
MEC President

Pat Davis
Negotiating Committee Member

Laurette Espeland
Negotiating Committee Member

Diana Kishaba
Negotiating Committee Member

November 1, 2004

Mr. Reginald Salas
MEC President
Association of Flight Attendants, AFL-CIO
1274 K Street, N.W.
Washington, DC 20005

Re: BOS Employee Parking

Dear Mr. Salas:

In accordance with the letter from Trish Hollinrake to Barbara McNaughton dated July 31, 2000, American Eagle is continuing its practice of reimbursement for transportation expenses for those employees working for American Eagle who are based in Boston.

Due to the recent change in requirements imposed by the bus company in purchasing tickets, the following is an example of the current procedure utilized to reimburse Boston based Flight Attendants for parking.

Example:

In June, the Flight Attendant pays \$44.00 for 10 tickets on the bus (which last for two months) and \$50.00 monthly for parking at the bus station. The total for June is, therefore, \$94.00. We reimburse the maximum of \$80.00 for the month of June and carry \$14.00 to July.

In July, the Flight Attendant brings in a receipt for \$50.00 for parking at the bus station. He/She has tickets for July because they purchased them in June. For July, we reimburse the \$50.00 for parking at the bus station and the \$14.00 carried from June for a total reimbursement of \$64.00. The Flight Attendant has received full reimbursement.

AMERICAN EAGLE AIRLINES, INC.

/s/ Linda Kunz
Linda Kunz, Vice President
Inflight Services

11/1/04
Date

April 21, 2005

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

Dear Mr. Salas:

As a follow-up to our recent discussions, this letter will clarify the Company's policy regarding flight attendant "fatigue."

The Company recognizes that a Flight Attendant may reach a point, as a result of work related duties, where she/he feels that her/his physical state is such that the required duties could not be performed safely during flight. In such circumstances, the Flight Attendant will notify the captain of the flight and crew scheduling. When a Flight Attendant calls in with fatigue, the Company's practice is to remove the Flight Attendant from her/his trip without pay (currently code "UA" removal) and issue an attendance occurrence. The Flight Attendant will subsequently follow-up with the Flight Service Manager to explain the situation.

On a quarterly basis, the Regional Managing Director or her/his designee will meet with the Association's grievance chairperson to review the fatigue calls and the circumstances surrounding them. After meeting with the grievance chairperson, the Regional Managing Director or her/his designee may, at her/his discretion, determine to remove the attendance occurrence from the Flight Attendant's records. Each instance of claimed fatigue will be handled on a case-by-case basis.

Sincerely,

Linda Kunz
Vice President, Inflight