

Introduction to the AFA Negotiations Opening Proposal

November 3, 2009

Your AFA Negotiations Team met with the Company to exchange opening proposals on November 3, 2009 in DFW. This is the first time in our history that we are posting an opening proposal for review by you, the members. This opener does not contain actual contract language, rather, it is a series of bullet points which represent concepts and areas of change and improvements to our current collective bargaining agreement. Actual contract language will be written continuously throughout the negotiations process as each sections are discussed.

You may notice that the Reserve Section simply says “TBD (to be discussed).” We have intentionally left this entire section open to be discussed. Time served on Reserve at American Eagle continues to grow and we recognize that making improvements to quality of life is essential for our hard working Reserve Flight Attendants. The Negotiating surveys returned listed “Reserve” as a one of the biggest areas needing improvement.

You may want to have your contract available when reviewing the opener as some Sections contain references to specific provisions.

We stand committed to keeping you informed of our progress throughout the negotiations process. We ask you to understand that throughout the process and as proposals are passed back and forth, they change and may not contain the same provisions they once did. Items may be added or deleted from this opener. Don't allow yourself to be drawn into any one piece or section of the contract. It is a living, breathing and ever changing work in progress. As such, it should be viewed in its entirety.

The contract is a document of the whole and once we have when reached a tentative agreement of the entire agreement, it will be sent to the MEC for approval. Once MEC approval has been reached, the tentative agreement will be sent to the Membership for ratification.

We encourage you to become familiar with the AFA mobilizers in your base. These individuals will have the most up to date information regarding Negotiations and will be able to relay your questions and messages of support back to the Negotiating team; A two way street of communication.

Now is the time to show your solidarity and to be an active participant in your future. You will play a key part in earning the industry leading contract we deserve. Two small steps will go a long way; **WEAR** Your AFA Pin and Stay Informed!

Be a part of the “All In; Wear Your Pin” campaign. In addition, please go to the website listed above and sign up to receive Union e-mail updates.

Are you a Facebook member? If so, AFA has also created a Facebook page for Negotiations; search the group named “*American Eagle Flight Attendant Negotiations.*” Join the group to receive the hottest updates regarding Negotiations. Don’t have a Facebook account? No problem, you can simply copy and paste, www.facebook.com/group.php?gid=162297941025 to read the updates regarding Negotiations as well. This will give you the option to link to our AFA Facebook page without joining Facebook.

In Unity,

**Deb Sutor
Armando Ramos
John Grace
Robert Barrow
Paula Mastrangelo**

11/3/09

**AFA Opening Proposal
To Amend the
American Eagle Flight Attendant Agreement**

Section 1: Recognition, Scope and Successorship

- Improve Successorship language
- Incorporate merger protections
- Add Scope language
- Add wet lease/ sub-service clause to prohibit wet leasing if it results in RIF or strike breaking.
- New Equipment/ service - incorporate SL B. and revise. Company and union negotiate new rates of pay, training, and work rules on new equipment or second class of service on existing aircraft submitted to expedited interest arbitration.

Section 2: Definitions

- Domestic Partner Definition
- Block to Block – revisit to dovetail with current practice
- Day Off – delete 0200 extension into day off
- DeadHeading – (add) All deadheading Flight Attendants shall be provided A-1 travel, including deadheading back from training (CIC manual – includes travel to get extended f/a back w/in 18 hours)
- International Overnight - (new) delete “excluding”
- Reduced Guarantee Line - 45.5 hour standard may be waived by mutual consent.
- Value of the Day – increase
- AAA HIPOST – add definition from Automated Trip Trading with TTOT (SL A1)
- AAA. Line Value - The scheduled flight hours awarded on a Flight Attendant’s monthly bid award (including CDO lines) or the monthly guarantee for full time Flight Attendants, whichever is greater, or thirty-seven and one-half hours (37:30) for Flight Attendants holding a reduce guarantee line. (from SL CC)
- Buddy Bidding - Define
- Positive Contact – define

Section 3: Management Rights

Delete Section

Section 4: Compensation

- Pay scale – extend years of service. Increases retroactive to amendable date
- Hourly pay rates – increase. Increases retroactive to amendable date
- Create Lead pay
- Duty / Trip Rigs
- Line Guarantee - increase to 100%
-includes time added through trip trade and optional exchange
- Flight Attendant removed from her/his trip by Company, AA medical, or a pilot, paid and credited for all time removed.
- Minimum Day - increase
- Deadhead pay – increase to 100%
- Ground deadhead – 100 %
- A Flight Attendant who picks up OT and is assigned to new flying per Section 8.D.2. she/he will be paid 100% of the greater of the originally scheduled flight time or the newly assigned scheduled flight time. (CIC)
- Reserve picking up OT - pay protected same as line holder
- Over-water Pay - establish
- Flight Attendant junior manned/extended – 150% above guarantee. Minimum 5 hours. No less favorable than pilots (SL H)
- Flight Attendants, including reserves, junior manned/extended on Holiday or Critical Coverage Day - 200% scheduled or actual time paid above guarantee.
- IOE pay – increase.
- IOE Instructor – max of one student.
- Special Assignment Pay – per diem while on special assignment (SL LL)
- Value of the Day – increase and applicable to all days of work, special assignment, training and days off
- Increase drug/ alcohol test pay – increase to 1hr flight pay for each test.
- Diversion (on plane with passengers) pay – pay continues for time on ground with passengers
- Holding (on plane with passengers at the beginning or end of a flight) pay- \$20/ hour
- Taxi Pay - \$20
- OT pay premium – me-too with pilots (120%) – no less favorable than pilots
- Company error – Flight Attendant pay protected
- Language Pay – Spanish speaking pay on specific routes; French speaking on certain routes.

**AFA Opening Proposal 11/3/09
Presentation to American Eagle management**

- Flexible Hiring Rate - delete provision
- Overpayments correction - include balances from accrued insurance premiums or other deductions that the Co failed to withhold. (also incorporate SL PP)
- Payroll error - Flight Attendant made whole for adverse affects (e.g. fees, interest, etc.)
- Holiday Pay - increase number of holidays subject to Holiday Pay
- Company-required report (eg, online reporting system) pay - \$15 per report
- Night Pay – Flight Attendant on duty 10pm – 6am \$2.50 override
- Meeting pay - 1 hour pay for every 2 hours of meeting. Minimum 1 hour pay
- Christmas Bonus - amount applies to all Flight Attendants. (amends SL F)

Section 5: Expenses

- Day rooms – if ground time scheduled/ anticipated for 5 or more hours - Flight Attendant gets hotel room w/in 30 minutes or paid hourly rate from block-in until room received.
- Hotel room on CDO – hotel room if working CDO (current practice)
- Hotels – establish process for working with hotel consultant company to determine layover hotels. Hotel Committee must approve all hotels
- In-domicile overnight hotel - delete reduced rest requirement. At Flight Attendant option
- Quiet room – improve conditions and open to line holders. For Flight Attendants only.
- Per diem – increase, and no less favorable than pilots
- Airport/hotel transport - Flight Attendant provided transportation to suitable restaurant.
- Airport parking – delete cap on parking fees. In lieu of parking provided, reimbursement for using public transportation upon submission of receipts.
- General (E.) – rename “Hotels”
- Hotel visits - Company pays flight pay loss for domestic/ Intl locations. Company pays fees for off-line travel. Hotel room paid for by the Company.
- Hotels standards – establish minimum standards for Services, Safety, and Amenities
- Location: on layovers over 15 hours, downtown hotel
- If an event beyond the control of the Flight Attendant (e.g. flight cancellation, irregular operations, etc) prohibits a Flight Attendant from returning to her/his domicile at the end of a training day, the Company shall provide a suitable hotel room for such Flight Attendant.
- When irregular operations (e.g. weather, diversions, etc) require Flight Attendants to layover in an unscheduled location and to stay in an unscheduled hotel, Crew Scheduling will be authorized to secure appropriate hotel accommodations in accordance with the provisions in this section.
- Flight Attendant required to attend meeting out of town reimbursed for meals, parking and other expenses

Section 6: Moving Expenses

**AFA Opening Proposal 11/3/09
Presentation to American Eagle management**

- Company paid moving expenses – include voluntarily displaced Flight Attendant (current practice)
- Moving cost coverage – based on weight (pilots)
- Paid hotel/ per diem – increase to 5 nights hotel, 6 days per diem
- Moving Days: Voluntary and Involuntary Move
 1. (replace) move in SL B1 language on changing moving days and amend to have days paid for both voluntary and involuntary moves. Increase number of days to 5
 2. (new) Additional Days for Involuntary Move. 5 additional paid days off for the purposes of moving during Company-paid move
- Moving loan amount – increase to \$1,000
- Lease penalty - remove \$500 cap.

Section 7: Hours of Service

- Block hour assigned maximum – decrease to 90
- Reduced guarantee lines – 45 hour assigned maximum
- Report time for deadhead - :30 prior for reports in domicile also
- Reduced report on layover– delete ability by Company
- Extended Transportation on layover - if ground transportation time to/from the hotel exceeds 30 minutes Flight Attendant is credited with 1 hour of applicable pay.
- Early transportation report on layover– if Flight Attendant is required to initiate transportation to the airport more than 30 minutes prior to report time, the Flight Attendant shall be credited with 1 hour of applicable pay.
- Customs pay – :30 flight pay for clearing customs, each occurrence
- Duty hour maximums – 12 scheduled, 14 hours actual maximum
- 1 on 7 day off – If a Flight Attendant adjusts her/his schedule (OT pick up, trip trade, etc) for the end of the month before the final bid awards are made and such schedule adjustment puts her/him into a one in seven conflict after bids are awarded, the Flight Attendant shall not be considered to have waived the calendar day off. One day of flying shall be removed in order to accommodate the Flight Attendant's right to one day free from duty in any seven-day period (current practice)
- 7.C.3. delete 0200 extension into the next day
- Minimum days off – increase to 13
- Golden days - ability to unhook Golden days. May trade with other Flight Attendant or self if staffing permits. Three golden days may not be contained in the block of four days off.
- D.5. No flight attendant shall be required to work more than two (2) scheduled days off. When a flight attendant is involuntarily required to fly on one of her/his scheduled days off in a bid period, the flight attendant will: get a day back or be paid the value of the day, at her/his option.
- D.5.c. change value of day
- Rest in domicile – increase to 12 hours scheduled, minimum 10 hours behind the door actual
- Rest on layover – increase to 10 hours scheduled, minimum 9 hours behind the door actual
- E.2. a and c – add “or within the same calendar day” (rest in domicile)

- E.2.f. – delete
- E.3. - 10 hours minimum scheduled rest on sequences built by crew scheduling. Delete “will make best effort”
- E.4. Contact during rest: Van time – considered 1 hour prior to departure of the flight. Address contacting Flight Attendant to inform of schedule change (CIC)
- CDO – Scheduled duty period which begins in one calendar day and ends in the next calendar day without interruption by a schedule rest period of at least 10 hours.
- CDO transition maximum – 3 CDO’s
- Provisions to remove 4th CDO – delete: n/a

Section 8: Scheduling

- Line construction cap - 90 hours includes 100% of scheduled deadhead hours
- Minimum scheduled rest - in domicile 12 hours
- Scheduled overnights – no reduced rest can be scheduled
- Move in Provisions for Buddy Bidding (current practice)
- C.3.(and renumber) Relief Line preferences – Flight Attendants desiring a relief line shall submit preferences for days off and trip requests and those requests shall be honored in seniority order (new)
- Bid error - bids will be rerun within 24 hours of bid closing in order to rectify error(s)
- If a Flight Attendant loses all or portion of a trip sequence – Flight Attendant may be given a new trip sequence(s) or portion thereof only on the same date(s) that the flight leg(s) loss occurred provided the check-in time for the new flying is no earlier than the check-in for the originally scheduled trip sequence, and the check-out time is no more than one hour (1:00) later than the check-out time of the Flight Attendant’s originally scheduled duty day. (SL P1, amended)
- Early check-in time offered - If accepted, the Flight Attendant shall be paid at 1.5 times her/his hourly rate for all flights associated with the early report.
- D.2.d. On sequences with multiple duty days where new flying has been assigned, as specified in a. above, only the duty day of the schedule change may be increased by such one hour (1:00). Add example to clarify
- Return to original trip sequence - includes deadheading the f/a to rejoin his/her original trip. (arbitration decision)
- D.2.g. A Flight Attendant will be required to remain available at the airport for no more than one (1:00) hour for additional flight assignment on the date that the flight leg(s) loss occurred. Such one-hour obligation shall begin at the scheduled departure time of the lost flight. If the first round trip of a Flight Attendant’s sequence cancels, and the Flight Attendant has not arrived at the airport, she/he does not physically need to be at the airport in order to serve the one hour of availability. (CIC manual, Contract Card #18 FA does not need to be at airport)
- D. 3. Import SL AA in agreement
- D.3. becomes D.4.
- D.4. becomes D.5. (delete current D.4.)

**AFA Opening Proposal 11/3/09
Presentation to American Eagle management**

- D.5. (current) delete (Flight Attendant entering reserve pool)
- E. OPEN TIME (AMEND to Comply with TTOT Side Letter)
- Open time will also include - charters and all other time (including, but not limited to, promotional, hurricane relief, non-revenue passenger flights, etc unless otherwise provided for in this agreement)
- All charters and flying known prior to the first day of the prior month will be included in the bid package.
- OT blocked – 1st day of trip drives if OT trip is blocked. If not, trip is good. If blocked, trip is blocked (current practice)
- Management Flight Attendants may be assigned trips or pick up OT trips under the following conditions: 1) to prevent cancellation or delay or prevent junior manning of a line Flight Attendant; 2) may pick up OT after 12:00 (noon) the day prior to departure. Trip must have been in OT for 36 hours prior to pickup
- F. replaced w/ SL TTOT
- G.3. (changed by SL TTOT)
- H.1. Flight Attendant may trade a trip or engage in an optional exchange with a Flight Attendant from another base and shall be responsible for transportation to and from the trip.
- (added to H.3. of SL TTOT) Trip trades and optional exchanges - manual submissions will be processed as they are received during normal Swaps and Drops hours. Implement process to ensure manual submissions are being processed in a timely manner
- J. Trip drops - amend to reflect automation (and add) manual submissions will be processed as they are received during normal Swaps and Drops hours. Implement process to ensure manual submissions are being processed in a timely manner
- 8.K.1 Order of Assignment List - establish order of assignment priority
- K.3.a. Extensions (amend) - such extended flying assignment must be scheduled to depart within two hours (2:00) of the Flight Attendant's last scheduled arrival in domicile. (clarification from CIC)
- 8.K.3.e. However, with the mutual concurrence of Crew Scheduling, a Flight Attendant may elect to waive the required rest referenced in paragraph 8.K.3.d. and fly the flights from which she/he would have been removed due to the extension request requirement. Should the Parties concur in the waiver, any flight from which the flight attendant would have been removed due to the rest requirement, but which she/he will now fly, will be paid at the Extension rate of pay. (SL NN)
 - 1) Crew Scheduling will contact the Flight Attendant the night prior in accordance with the rest provisions in Section 7.E.4. and give her/him the option to fly or be put into rest upon arrival to domicile. If they are unable to make contact, the default will be to put the Flight Attendant into rest. (CIC – additions to SL NN)
 - 2) If no positive contact has been made and if the flights have not been assigned out, the Flight Attendant may still request to fly them. If the flights have been assigned out, then there is no obligation on the part of the Company to give the flying back. (CIC – additions to SL NN)
- K.3. becomes Junior Man and Extensions
- K.4. (original) Premium: move to 4.G.

**AFA Opening Proposal 11/3/09
Presentation to American Eagle management**

- Incorporate SL II and following agreement from CIC into K.3.: (Add for clarification) “Most Direct Route Possible” shall mean the flight and/or routing that will get the flight attendant back to domicile the earliest possible time.
 - a. (amend-replace) - Flight Attendants who experience an extended delay such that they are put into rest and work or deadhead on a flight back to domicile on the next day (which is their day off) shall be considered to have been Junior Manned and will receive pay and credit for all work performed on their original day off in accordance with 4.G. (CIC manual)
 - b. If a Flight Attendant has to be removed from flying in her/his line due to a conflict with the junior manning assignment or extension to be put into rest, she/ shall be pay protected and credited for all time lost in addition to the junior manning pay. The Flight Attendant may waive her/his right to rest and fly the flights from which she/he would have been removed due to the extension rest requirement. Any flight from which the f/a would have been removed due to the rest requirement, but which she/he elects to fly, will be paid in accordance with 4.G. (CIC manual)
 - c. Additionally, if the junior manning assignment or extension causes the flight attendant to lose time from her/his line due to a conflict, she/he shall be pay protected and credited for all time lost in addition to the junior manning pay. (CIC manual)
 - d. In no event shall a flight attendant receive less pay than if she had actually flown the flying lost. For example, In the event that the flying lost in b. and c. above, is OT flying, such flying shall be pay protected and credited in accordance with 4.F. Additionally, if the flying lost was a trip voluntarily picked up from the junior manning list, then such trip will be pay protected and credited in accordance with 4.G. (CIC manual)
- K.6. Critical coverage: replace with SL RR provisions (except pay premium move to Section 4)
- L.1. (new - add) If a f/a is displaced from only part of a trip, then flying can only be removed from the beginning or end of the sequence.
- L.6. (new - add) A Flight Attendant downgraded or displaced from all or a portion of her/his original trip sequence may request and will be granted a hotel room in domicile or in the city from which displaced.
- M.2. (new - add) Mechanism for Flight Attendant indicating preference during a month-month transition trip conflict where one or more days overlap or if there is not a legal break between trips. A Flight Attendant may elect the following:
 - a) fly her/his last trip (in its entirety) of the prior bid period into the new bid period and the conflicting trip (in its entirety) will be dropped.
 - b) or may elect to be removed from her/his last trip of the current bid period (in its entirety) and fly her/his trip beginning in the new bid month.
 - c) In the event that the trips overlap but there is a legal rest in between the duty periods, the Flight Attendant at her/his option may fly both trips or choose a remedy in a) or b) above.
- N. Crew Scheduling Recording – revise telephone recording
- Crew scheduling contact - caller will identify herself/himself as a crew scheduler at the beginning of the call. All calls with Crew Scheduling will be conducted in English.
- Deadhead travel - All deadhead travel shall be A1 priority.

- P.2. Flight Attendant unable to report for duty - delete "The Flight Attendant is required to follow up with her/his Flight Service Manager"

Section 9: Reserve

Reserve System: TBD

Section 10: Vacation

- Vacation accruals – increase number of weeks
- JetNet postings – Flight Attendants' accruals and awards posted on JetNet
- Vacation pay – greater of 21 hours or pay for trips that conflict. No less favorable than pilots
- Bridge trips – pay for bridge trips that touch PVD
- SJU early vacation pay provision – applies to all Flight Attendants. Receive original block of vacation as unpaid days off (CIC for SJU)
- Flying during vacation – Flight attendant paid above guarantee for all flying done during vacation including retaining and flying awarded trips within vacation period (pilots)
- E. Vacation bidding - Flight Attendants may bid all, some or none of accrued vacation during the annual vacation bid;
 - Fail to bid – Flight Attendant may bid available vacation blocks in monthly vacation bid in accordance with 10.F.3.
 - Flight Attendant may carry over up to two weeks of vacation
 - Company cannot assign vacation
 - Floating Vacation – mechanism to use individual days
- Vacation trades w/ another Flight Attendant – delete 1 time cap (current practice)
- Vacation slide – for reserve Flight Attendants, 3 days either way
- Vacation slide for lineholders – delete
- DTS – at Flight Attendant's option. All time dropped due to DTS paid and credited as if flown.
- DTS - not dependent upon staffing (Letter/ Email from Tammy Coffey).
- Unable to use vacation - In the event a Flight Attendant is unable to use, may elect to carry over one week of the current year's vacation into the following year. This provision is in addition to carry-over above
- Resignation vacation payout – add pay for unused vacation
- Death of Flight Attendant vacation payout – add pay for unused vacation
- PVD cap – delete and award on first come, first served basis
- Pass travel while on PO – allowed (arbitration award)
- PE days granted in mid-sequence
- PE granted at any time during a trip sequence or period of reserve availability
- All-inclusive PE list, as found in 10.N.2. – make additions/ alterations to list
- Ability to donate vacation day or flying time to other employees (pilots+ current practice for f/a's)

Section 11: Sick Leave

- Sick leave accrual – increase
- Sick leave bank – eliminate bank cap
- B.2. – change to new value of day and amend to include if a reserve Flight Attendant has already started a trip sequence and subsequently calls in sick, the Company will deduct the amount of flying for that day and the value of the day for the remaining days of the trip from the Flight Attendant's sick bank. (CIC)
- Doctor's note – if Flight Attendant calls in sick and subsequently provides a doctor's note verifying an illness or injury, the sick call will not count as a recordable occurrence.
- Sick Child – Sick leave may be used to care for a sick child
- Sick leave make-up – amend provisions to incorporate current practice of all time awarded as OT and designated as sick leave make-up will be credited to sick leave bank. (current practice)
- Sick Bank Pay-out – annual – me too with Pilot CBA Section 9.E.
- Sick Bank Pay-out – upon retirement at Flight Attendant's option: into 401(k) w/ Company match, or lump sum to Flight Attendant
- Sick/injured online – if Company requires medical clearance, it shall arrange payment for exam and shall absorb cost of co-pay and transportation to and from medical facility
- Donate sick time – Flight Attendants may donate sick leave to a sick Flight Attendant

Section 12: Uniforms

- Alterations – Company paid for all uniform pieces
- Uniform pieces - all flight attendants may wear any approved uniform piece
- Initial uniform – Company pays for initial uniform
- Point schedule – increase and publish point scale for items in contract. Provision to use points for support hose or have covered by health insurance
- Woolen overcoat – add optional piece to both male and female basic uniform
- Flashlight – required uniform piece.
- Wings – free unlimited replacement if broken. If lost, replaced twice per year
- Payroll deduction – delete reference to initial uniform
- Uniform committee – amend to read “ AFA MEC president and/or designee”
- Stolen item replacement – delete requirement “from an aircraft”
- Maternity uniform non-return cost – 50% of replacement cost
- Cleaning allowance - increase

Section 13: Probation

No change

Section 14: Seniority

- If two or more transferees are in the same new-hire class, relative seniority will be determined by years of service with the Company. **AA service discussed in seniority assignment**
- Copy of the American Eagle System seniority list shall be published in an Appendix at the back of the Agreement.
- Limit seniority accrual and retention to one year for Flight Attendants transferring to supervisory positions.
- Flight Attendant supervisors not previously on the American Eagle Flight Attendant System Seniority list will not be placed on the System Seniority List.
- Seniority application for furlough– will apply in all cases including strikes, causes beyond Company’s control, etc.

Section 15: Filling of Vacancies

- Domicile Transfer Award Date - change 5th of the month to 10th of the month (SL U1)
- Once a Flight Attendant is awarded a base transfer or initial base assignment, A-12 travel will be provided to the new domicile in order to obtain a new SIDA badge.
- Temporary Vacancies – incorporate SL DD
- TDY cap - No Flight Attendant shall be involuntarily assigned to more than one (1) TDY assignment in any twelve (12) month period unless every other Flight Attendant in the domicile has been involuntarily assigned a TDY assignment. (pilots)
- Deadhead to/ from TDY assignment - In the event the Company is unable to deadhead a Flight Attendant to or from her/his domicile on a scheduled work day and the deadhead is scheduled on a day off, such Flight Attendant will be entitled to another day off to be scheduled by mutual agreement in the same month, but no later than the next month.
- A Flight Attendant who’s schedule must be altered to accommodate deadheading to or from a TDY assignment in the current month or in the TDY month or the following month and who subsequently loses time will be pay protected for any time lost due to the scheduling of the deadhead.
- Minimum notice for domicile closing – increase to 90 days. Remove exclusion for circumstances beyond control of the Company
- Hotel if no relocation days immediately – Company will provide, not “reimburse” for cost
- Mutual Domicile Transfers – provision for processing requests by seniority

Section 16: Time Off Without Pay

No change

Section 17: Furlough, Displacement and Recall

- Leave in lieu of furlough – increase notice of cancellation to 30 days
- Prior to furloughing – part time flying and partnership flying will be offered
- B. Furlough and Displacement due to System-Wide Overage (clarify heading)
- Furlough notice – increase notice to 4 weeks
- Furlough Pay – establish schedule of pay if furloughed. No less favorable than pilots
- C. Furlough and/or Displacement due to System-Wide Overage (clarify heading)
- ***Incorporate Displacement and Voluntary Furlough Side Letter (SL E1)***
- Revocation of recall/displacement assignment within 1 year - Company will pay for all broken leases, deposits, utility and phone disconnects/ hookups and all associated costs with the move.
- Recall rights – increase to 10 years
- Notice of return to work – increase to 15 days
- Flight Attendant accepting recall to a base other than the base from which furloughed - receives moving expenses as provided for in Section 6
- Pass benefits while on furlough – retain for minimum 18 months
- Report time for recalled Flight Attendant -increase 21 days

Section 18: Leaves of Absence

- Pass benefits on personal leave – retain for duration of leave
- Bereavement Leave - make consistent with value of day
- Bereavement Leave - change all references from three days to five days paid. Days do not have to be taken consecutively
- Bereavement Leave – includes death of parent or child of domestic partner
- Unpaid Bereavement Leave - increase to five days
- 3.a.,b. - include and/or at the end of each paragraph (correction)
- Jury duty - make consistent with value of day and clarify policy that once a f/a is on jury duty she/he is released from flight duty for the entire day.
- Court appearance - provision for Flight Attendant removal from trip/reserve to appear in court
- Medical leave duration - increase to five years
- Medical leave flight passes – granted for medical appointments (current practice).

**AFA Opening Proposal 11/3/09
Presentation to American Eagle management**

- Medical leave benefits clock - anytime a Flight Attendant goes out on a leave, and she/he comes back to active status and subsequently then goes out on a leave again for the same injury or illness, the one year clock for benefit determination starts anew
- Injury on duty benefits clock - anytime a Flight Attendant goes out on a leave, and she/he comes back to active status and subsequently then goes out on a leave again for the same injury or illness, the one year clock for benefit determination starts anew
- OJI/ work-related injury pay differential - if a Flight Attendant traveling in an aircraft, as a flight crew member or as a passenger on Company business, sustains a work-related injury, and subsequently goes on an Injury-on-Duty Leave he/she shall receive full salary less Workers' Compensation benefits for a maximum of six (6) months. Scheduled pay increases as provided for will be made effective.
- Workers Compensation benefits determination - benefits for all American Eagle Flight Attendants will be in accordance with the most favorable terms accorded in any state in which American Eagle has a domicile.
- Maternity Leave Pay - for all American Eagle Flight Attendants: 8 weeks paid leave, paid at the beginning of the leave (replaces SL U)
- FMLA Leave for domestic partners – includes the following situations: birth of a child, illness, adoption
- State FMLA statutes – if provide more favorable FMLA provisions, shall apply to Flight Attendants who reside in that state. (correspondence between Deb and the company)
- FMLA leave - separate from and will be in addition to any other leave and will not run concurrently with any other leave. (pilots)
- FMLA leave - only applied on days of work
- Applying FMLA Leave – individual days (70) or Block (84) ability to paper-bid if it will be paid leave. (current practice)
- Converting FMLA to VF for pay purposes - . A Flight Attendant may apply a day of the current year's or accrued vacation to an FMLA day in order to receive pay. Notification to PayComp by the fifth (5th) of the following month in order that payroll may process the change. (current practice)
- Military reserve, including National Guard, leave pay differential – delete priority status for picking up OT (n/a with automation). Pay for missed or the minimum day credit for reserve days missed as a result of military training less the amount of military reserve pay received.
- While on leave light duty optional and may be refused - no loss of benefits including workers' compensation. Limit the hours worked – modify to flight schedule. Rework policy.
- Flight Attendant returning from leave - returned to duty and pay status within two weeks from the date that all required information has been submitted to AA Medical. (pilots)
- Return from leave, unqualified – if qualification lapsed Flight Attendant will be offered training within two weeks of return or be put on a paid status until such time as she/he is re-qualified.
- Benefits option while on leave - Flight Attendant on any leave shall have the ability to continue her/his benefits election at the company rate as though an active employee for a minimum of twelve (12) months from the commencement of the leave. (co current policy)

Section 19: Training

- Training pay – increase to minimum five (5) hours, including on day off
- DTS for training – on either end of training with pay for greater of trips dropped or minimum above. DTS notification by Flight Attendant made w/in 48 hours of bids closing
- Positive space travel – provided to/ from training for commuters to airport of residence (current practice)
- Hotel - provided if Flight Attendant residing more than 50 miles from training domicile has a trip report the following day and training is scheduled for more than one day. (pilots)
- Rest for training – increase to 12 hours, delete ability to reduce to 9 hours (pilots)
- Training black-out dates - no assignment to IOE flight, ground school, or other training requirement to travel to or from such training on December 24, 25, 31, and January 1. SJU based Flight Attendants may opt for January 5-6 in lieu of December 31 and January 1.
- Home study/ computer-base training – Company and Union will set value. At minimum, value of the day will apply
- Failure to complete training – Company will offer retraining within 14 days or pay protect Flight Attendant
- Training file – ability to inspect, make copies, and request removal of derogatory items (pilots)
- FA may waive duty time in order to utilize A-1 pass to travel home from training

Section 20: Retirement and Insurance

- Access to AMR benefits - however, the current level of benefits may not be reduced.
- Flight Attendants not enrolling in Company medical insurance - cash payment
- Flex spending health plan – Company pre-funds with \$400
- 401(k) plan – no less favorable than pilots
- Retiree medical – discuss some form of retiree medical
- Pass travel – establish retiree travel passes
- Stock purchase plan through payroll deduction – establish plan
- SJU-based Flight Attendants – shall receive no less favorable benefits

Section 21: Grievance Procedure

- Grievances may be sent electronically followed up by a certified mailed copy. (current practice)
- Setting hearing date – can establish once Company has received the electronic copy of the grievance. (current practice)

**AFA Opening Proposal 11/3/09
Presentation to American Eagle management**

- Grievance response limits - If Company fails to respond within the time limit, grievance is considered granted. Flight Attendant(s) affected by the grievance will be made whole. If disciplinary, all charges will be dropped and Flight Attendant's file will be cleared of the charges.
- Discussion: Create solution for Company not receiving grievances sent from ORD Field Office.

Section 22: System board of Adjustment

- Re-establish pass travel - "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 arbitration prep and hearing." (current practice)
- Pass for grievant - A12 language for grievant (Letter V1)
- Expedited arbitration – establish provision

Section 23: Union Security and Dues Check-Off

- Payroll deduction electronically - delete "if possible" (current practice)
- Dues money - electronically wired to AFA, delete reference to check
- DCO form printed in contract Section, Appendix B

Section 24: Conduct of Union Business

- Printing of contract - Co shall pay for printing of contract by a union printer (pilot's)
- Removal for Union business – reconcile the many ways one can be removed from and compensated for Union work.
- Union drops - Flight Attendants will be removed from the requested trip(s).
- Delete provision for approval from VP of Inflight (current practice)
- Override on Union paid flight pay loss – reduce to 15%
- Meetings with Corporate Security – Union participates (AMR letter to Denise Hedges)
- Union pass travel - Positive space travel for union business
- Company-paid flight pay loss – provide by Company –paid flight pay loss

Section 25: No Strikes or Lockouts

- Delete

Section 26: Safety and Health

**AFA Opening Proposal 11/3/09
Presentation to American Eagle management**

- A General (original section incorporated below, section renamed, new language added)
 - Safe workplace (new)
 - Employee notification of known hazards (new)
 - Classification of injuries as work related (new)
 - Company compliance with all TSA/FAA regulations and guidance (new)
 - AFA evaluation of training programs (new)
 - Standardization of emergency equipment across fleet (new)
 - Safe, reliable, timely transportation to overnights (new)
 - Safety duties take precedence over service duties (new)
 - Gloves provided on aircraft for Flight Attendant (new)

- B Safety Roundtable (amended from A1 in CBA, new language)
 - Require quarterly safety roundtable with company (amended)
 - Company will consider AFA ASHSC recommendations (new)
 - Company paid FPL and positive space for roundtable attendance (new)

- C Requires antiseptic wipes and antibacterial gel (amended)

- D Ear Plugs (amended and new language)
 - Company to provide NRR 20 ear plugs free that FA may wear in flight (amended)
 - Company to provide fitted ear plugs at half price (new)
 - Company to establish Hearing Conservation Program (new)
 - Hearing tests paid for by company (new)
 - Hearing loss education in training (new)
 - Company to monitor noise exposure of flight attendants (new)
 - Results of monitoring to be shared with AFA (new)

- E Sanitation Standards (amended and new language)
 - Requires bottled water on aircraft and potable water in crew rooms (amended)
 - No flight attendant to be scheduled on flights over 1 hour with inop lav (new)
 - If assigned inop lav, flight attendants will only fly one turn in that aircraft in a duty period (new)
 - Flight attendants will be able to use terminal facilities for :15 if using an aircraft with lav inop (unchanged)
 - Company will provide hygienic and sanitary demo equipment (new)
 - Company will provide dry and sanitary floor on aircraft and all work spaces (new)
 - Company to maintain onboard waste containers to factory spec (new)
 - Lavatories shall be cleaned and sanitized (new)
 - All flight attendant work spaces to be vermin-free. (new)

- F Anti-Discrimination Provisions (amended, new language)
 - Flight attendant may refuse assignment/directive which may cause injury (amended)
 - Company shall not discriminate against flight attendants who report safety concerns, file grievances, or provide information to the company or federal agencies (new)

- G Safety Information (amended, new language)
 - AFA to attend emergency evacuation demos for FAA (new)
 - Company to notify AFA of new aircraft, redesign and reconfiguration of existing aircraft (new)
 - Company shall meet with AFA regarding seat configurations and safety concerns (new)
 - MSDS to be readily available at all bases at all hours (new)
 - Hazardous materials ingredients to be provided on request (new)
 - HazMat incidents to be documented and copied to AFA (new)
 - Company to provide maintenance and repair records to AFA along with samples of materials for testing by AFA. (new)

**AFA Opening Proposal 11/3/09
Presentation to American Eagle management**

- H Cabin Environment (removed EAP and renamed section, new language)
 - Extensive protections/standards for air and water quality, cabin temperature and pressure, and pesticide exposure. (new)

- I Crew Member Physical Assault (amended, new language)
 - Law enforcement to meet all misconduct flights (new)
 - Passengers will be removed if FA determines they pose a threat (new)
 - Company will prosecute to fullest extent of the law (new)
 - Company to assist FA in prosecution, paid hotel, FPL, legal fees, etc. (new)
 - Identified disruptive passengers will not board any other eagle flight (new)
 - Company to provide more/better training on problem passengers (new)

- J Hostilities (no changes)

- K Access To Secure Areas (amended)
 - Change company escort to SIDA badging for MEC and LEC Chairs for ramp inspections (new)
 - Escort provided when SIDA simply isn't possible (amended)

- L Luggage (amended)
 - Remove requirement to assist with luggage (amended)

- M Cleaning (incorporate SL V with corrections)

- N Fatigue (previously EAP, renamed, amended and new language)
 - Flight attendants calling fatigued will be removed and pay protected (amended)
 - No disciplinary trigger (new)

- O Record Keeping Requirements
 - MEC ASHS chair to receive all FA illness and injury reports monthly (new)
 - MEC ASHS chair to receive all accident/incident reports monthly (new)
 - MEC ASHS chair to receive all NTSB and FAA reports monthly (new)
 - Company to maintain illness and injury logs for 5 years (new)
 - Company to post a summary of occupational injuries/illnesses annually in a conspicuous location in crew rooms (new)

- P AED Indemnification for Flight Attendants
 - Company to counsel and defend FAs (SL Y1)

- Q Serious Incident/Hijacking (amended, new language)
 - Definitions of incidents, accidents (new)
 - Notification provisions (amended)
 - FA removal requirements, with pay, to be harmonized with CISM (new)
 - Immediate notification of FA family members by company (new)
 - Free transport of family members to FA location (new)
 - Access to crash site by AFA MEC ASHSC/designees (new)
 - ICAO Annex 13 provisions (CIC, Letter from Linda Kunz)
 - Release from duty, pay protection, and transport of AFA accident team (new)

- R Vaccines and Literature (new)
 - FA education about Hep. B and other communicables
 - Company to provide free Hep. B immunization and boosters
 - Exposure provisions for blood borne pathogens
 - Company to maintain exposure records for duration of employment plus 30 years

- S Other Communicable Diseases (new)

**AFA Opening Proposal 11/3/09
Presentation to American Eagle management**

- On exposure, company to notify affected FAs and AFA ASAP (new)
- Company to bear cost of any immunizations recommended by the WHO and CDC (amended)

T Additional Health Protections (new)

- Educational provisions
- Pregnancy work options, to be harmonized with Section 18 (Leaves)
- Notification annually of health protections rights by company posted in the crew rooms

Section 27: General

- B.3. Co will pay for photocopying (new)
- Define corroboration - Corroboration shall entail more than one passenger letter/ complaint detailing the same incident. Additionally, the corroboration standard shall extend to incidences where a gate agent, manager, or other company personnel reports a flight attendant for inappropriate conduct (new)
- Delays - Flight Attendants will not be charged for delays if they are performing their safety check or in cases where they are missing emergency equipment (new)
- Last row of aircraft - if flight not full, block last row for flight attendant use (new)
- **Passport renewal and re-issue for name change-** if a passport office is not available in the domicile, the Company will provide a space-positive pass and reimbursement for travel to/from the passport office. (current practice with addition of re-issue for name change)
- Inoculations/Vaccinations – moved to 26.S.
- Flight Attendant participation in “onboard sales” - in no event may a Flight Attendant’s participation in any “buy on board” program compromise the safety of any flight or interfere with the execution of any safety duties. A Flight Attendant shall receive the minimum (but no less favorable than AA Flight Attendants) following commissions on the items sold:(new)
 - 10% of the purchase price of each snack sold
 - 10% for each can or bottle of alcohol sold
 - 10% for each box of pillow and blanket
- The Company and the Union will meet and agree on the appropriate compensation for any additional items that Flight Attendants are requested to sell onboard the aircraft.(new)

Section 28: Physical Examinations and Medical Files

- Removed from flying at direction of AA medical - pay protected for flying. Flight Attendant not be forced to use sick bank or receive recordable attendance occurrence.
- Noncompliance with time limits on medical exams – establish penalties for not complying
- Medical file - Upon request from Flight Attendant, the Company must provide a copy of the medical file within fifteen days (SL W1)

Section 29: Co-Domiciles

**AFA Opening Proposal 11/3/09
Presentation to American Eagle management**

- Parking – Co will provide parking for each co-domicile Flight Attendant at each co-domiciles to which she/he may be called to report (current practice)
- NY primary domicile – JFK (SL S1)

Section 30: International Flying

- International Overnight Pay - increase

EAP Section – New Section

- Move in 26 H, N, O and strengthen provisions
- Provide for critical incident procedures

Report to Work and Commuter Policy (new section)

- Discuss Commuter Policy
- Incorporate Side Letter Y (CIC)

Geographic Emergency – Aircraft Repositioning

- GEOGRAPHIC EMERGENCY-AIRCRAFT REPOSITIONING provisions

The Union reserves the right to add to, delete from, and amend any and all of the provisions of these Opening Proposals