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PREAMBLE

- A. THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between ALASKA AIRLINES, INC. (hereinafter known as the "Company") and the AIRLINE FLIGHT ATTENDANTS in the service of ALASKA AIRLINES, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter known as the "Association").
- B. The Association of Flight Attendants has been certified by the National Mediation Board in Case No. R-3477, to represent the Airline Flight Attendants in the service of the Company and in their behalf negotiate and conclude an Agreement with the Company as to the rates of pay, rules and working conditions covering the Flight Attendants in the employ of the Company in accordance with the provisions of the Railway Labor Act, as amended.

NONDISCRIMINATION

- A. No employee covered by this agreement will be interfered with, restrained, coerced or discriminated against by the Company or the Association because of membership in the Association. All employees shall be free to engage in lawful Association activities or to refrain from such activities.
- B. Equality of Rights under the law shall not be denied or abridged on account of sex, race, color, religion, <u>sexual orientation</u>, national origin or age, marital status, creed, presence of any sensory, mental or physical disability, disabled veterans status, Vietnam Era veterans status, and ancestry.

SECTION 2

PURPOSE OF AGREEMENT

The purpose of this Agreement is, in the mutual interest of the Company and employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the comfort and well being of Alaska passengers, the efficiency of operation, and the continuation of employment under conditions of reasonable hours, proper compensation and reasonable working conditions. It is recognized to be the duty of the Company, the employees and the Association to cooperate fully for the attainment of these purposes.

SCOPE OF AGREEMENT

- A. The Company hereby recognizes the Association as the exclusive collective bargaining representative of all Flight Attendant employees.
- B. Employees covered by this Agreement shall be governed by all Company rules, regulations and orders previously or hereafter issued by proper authorities of the Company which are not in conflict with the terms and conditions of this Agreement and which have been made available to the affected employees prior to becoming effective.
- C. The right to manage and direct the working forces, subject to the provisions of this Agreement, is vested in and retained by the Company.
- D. The Company will not engage in any 14 <u>CFR</u> Part 121 operations unless all flying is performed exclusively by the Flight Attendants whose names appear on the Alaska Airlines Flight Attendant System Seniority List in accordance with the then effective Agreement with the Association, except as noted in Paragraph D.1. and <u>D.2 of this Section, or</u> to the extent that such requirement has been or is waived by another agreement between the parties.
 - 1. Inflight management holding an FAA Flight-Attendant certificate may perform Flight Attendant duties during a check-ride or an IOE. The manager(s) will not count toward the FAA required minimum crew. Inflight management holding an FAA Flight Attendant certificate may also board flights when the CFR required number of Flight Attendants is not available.
 - 2. The pool of Inflight managers who may perform the duties stated in 3.D.1. may not exceed a number equal to one percent (1%) of the Flight Attendant seniority list.
- E. If a flight is operated with passengers on board under the provisions of 14 CFR Part 91 (not revenue-generating), the Association will be notified. Flight Attendants may volunteer to staff the flight without compensation. Volunteer opportunities will be posted in a manner similar to charter postings. Awarding will be by occupational seniority. If there are inadequate volunteers, Scheduling may assign reserve Flight Attendants.

F. Card Check

Should the Company and/or the parent of the Company establish any new airline or acquire an interest in any carrier and maintain it as a separate carrier, it shall recognize the Association as the exclusive bargaining representative under the Railway Labor Act of the Flight Attendants of such airline upon a showing, without an election and pursuant to the procedures of the National Mediation Board, that a majority of the Flight Attendants of such airline has authorized the Association to be their exclusive bargaining representative. The Company, its parent and the employer of such Flight Attendants will remain neutral throughout the authorization process.

G. Foreign Domiciles

The Company will not establish a foreign domicile without the consent of the Association. Only Flight Attendants on the Alaska Airlines System Seniority list may be assigned to such a domicile, and this Agreement will apply to such Flight Attendants.

ADDENDUM TO SECTION 3

SCOPE OF AGREEMENT

1. Who may perform Flight Attendant duties?

Only Flight Attendants on the Alaska Airlines System seniority list except that Inflight management employees may perform Flight Attendant duties during their Initial Operating Experience (IOE) concurrent with the Initial Flight Attendant training class. See Arbitration #86-94 (Zigman 8/16/96) Management employees holding an FAA flight attendant certificate may also perform duties while conducting a checkride or an IOE. Section 3.D.2.

2. What is a Reserve paid for flying a 14 CFR Part 91 flight with passengers on board?

The Reserve Flight Attendant will be paid 2.0 (two) times her/his applicable rate for flights flown, 1.0 (one) toward the guarantee and 1.0 (one) above the Reserve's guarantee.

SECTION 4

STATUS OF AGREEMENT

A. It is expressly understood and agreed that when this Agreement is accepted by the Parties and signed by their authorized representatives, it will supersede any and all agreements existing or previously executed between the Company and any Association or individual affecting the employees covered hereunder.

B. Successorship

This Agreement shall be binding upon any successor, assign, assignee, transferee, administrator, executor and/or trustee (a "Successor") of the Company resulting from any transaction that involves transfer (in a single transaction or in multi-step transactions) to such Successor of ownership and/or control of all or substantially all of the equity securities and/or assets of the Company. The Company will provide notice of the obligations contained within this provision to any successor.

C. Labor Protective Provisions

- The following provisions apply in the case of a successorship transaction, as described in paragraph B. above, in which the Successor is an air carrier or any corporate affiliate of an air carrier. The Flight Attendant groups shall be merged in according with the following:
 - a. 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 the lists will be merged according to the Flight Attendants' dates of hire at their respective carrier or predecessor carrier (in the event of a previous merger). The Successor shall accept the integrated seniority list.
 - b. The respective Flight Attendant collective bargaining agreements shall be merged into one (1) agreement as the result of negotiations among the Flight Attendant groups and the Successor: provided, however, that there will be no system-wide realignment of Flight Attendant positions or system re-bid as a result of the merger of the seniority lists or collective bargaining agreements resulting in Flight Attendants on the Alaska Airlines seniority list being involuntarily displaced or "bumped" out of her/his domicile by pre-transaction employees of the Successor. This provision does not prevent the closing of a base, reduction of the number of Flight Attendants in a base, reduction of flying by the Successor or any other such actions which may result in a furlough or a lay-off of any Flight Attendants on the merged seniority list of the Successor.

- c. The aircraft (including all orders and options to purchase aircraft) and operations of each pre-transaction airline shall remain separated until such time as both the Flight Attendant seniority lists are integrated and the Flight Attendant collective bargaining agreements are combined in accordance with paragraph C.1.a. and C.1.b. above.
- d. If there is no collective bargaining representative for the Flight Attendants at the Successor carrier, the Successor must, to the extent that it continues to fly routes operated by the Company at or above pre-acquisition levels, offer employment to the Flight Attendants covered by this Collective Bargaining Agreement. Such offer of employment must be made prior to the integration of the aircraft and operations of the pre-transaction airlines. Nothing in this provision, however, restricts the Successor from determining to reduce or alter pre-transaction routes or levels of service and close or otherwise reduce operations in any Flight Attendant domicile. In such instances, the Successor shall determine the number of pre-transaction Alaska Flight Attendants that are required to provide the post-transaction service and shall make employment offers to these Flight Attendants in Alaska seniority order. Further, nothing in this section shall restrict, or otherwise govern, the employment relationship once offers of employment have been made and accepted or the Collective Bargaining Agreement no longer applies, whichever is later.
- e. Neither the Company nor any successor shall negotiate any change, modification or cancellation of any term or provision contained in Section 4.C. Moreover, this provision will survive the merger/acquisition of Alaska Airlines until such time as the seniority lists have been integrated and the collective bargaining agreements merged into one.
- f. Pending the merger of the pre-acquisition carriers and the Flight Attendant collective bargaining agreements and seniority lists, the Successor shall not decrease the Company's pre-acquisition annualized block hours, preacquisition annualized available seat miles or pre-acquisition number of aircraft.
- In the event of a transaction in which the Successor is not an air carrier or any corporate affiliate of an air carrier, the Successor shall, in addition to assuming all obligations under the Agreement, provide the Flight Attendants with <u>the Allegheny-Mohawk</u> Labor Protective Provisions.

D. Remedies

Any and all disputes concerning alleged violation of this Section 4 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 thirty (30) days following the submission to the System Board and decided expeditiously no later than sixty (60) days after submission, unless the parties agree otherwise in writing. The parties agree to abide by any arbitration award which is issued.

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DEFINITIONS

Block Time: Time beginning when the aircraft leaves the blocks at the gate under its own power for the purposes of flight until it blocks in at the gate at the completion of the flight.

Company Seniority: Seniority that begins to accrue from the date an employee is placed on the company payroll and shall continue to accrue during the term of employment. Company seniority shall determine vacation time, and all Company benefits.

Deadhead: The transport of a Flight Attendant at company request to or from protecting a flight whether scheduled or unscheduled.

Doctor: Any of the following health-care providers: Medical Doctor (M.D.), Chiropractor, Doctor of Osteopathy, Nurse Practitioner, Dentist, Naturopathic Physician, Midwife for maternity related illnesses only, and Licensed Physician's Assistant (PA). Registered Nurses (RN) and Licensed Practical Nurses (LPN) are not doctors.

Domicile: A location designated by the Company where a Flight Attendant is based. The domicile is referred to by its official airline code. The term "domicile" includes a co-domicile, except where specifically stated otherwise in this Agreement.

Ferry Flight: Flying on an aircraft without passengers at company request.

Flight: When an aircraft takes off and lands.

Flight Attendant: A Flight Attendant is an Alaska Airlines employee regularly assigned to flight duty who is responsible for performing or assisting in the performance of all safety, passenger service and cabin preparation duties and whose name appears on the current Flight Attendant Seniority List. Flight Attendants will be responsible for handling passenger carry-on items, as required to secure the cabin for take-off and landing. Flight Attendants will not be responsible for the welfare of any passenger after the Flight Attendant has been released from her/his duties on the aircraft either at the home domicile or on any overnight. A Flight Attendant may be required to attend classes, meetings, etc. as are deemed necessary to fulfill FAA requirements and company and operational requirements, and may be requested to participate in promotional and publicity assignments. Any male or female pronoun used herein shall be deemed and understood to designate any employee hereunder, whether male or female.

Ground Duty: All work performed on the ground which is directly related to the duties of a flight to which a Flight Attendant is assigned.

Line of Time: A group of sequences making up a Flight Attendant's schedule of work for a month.

Month: Each calendar month shall be a bid month except for February. February's bid month shall extend from January 31 through March 1.

Occupational Seniority: Seniority that begins to accrue from the date a Flight Attendant is placed on the payroll as a Flight Attendant, from which date seniority shall continue to accrue during the Flight Attendant's period of service.

Reserve Line: The schedule of days on and days off for a Flight Attendant on Reserve.

Sequence: A sequence shall mean a series of flights, and may include a deadhead and/or a surface deadhead segment.

Sequence Interruption Point (SIP): SIP's will occur on multi-day sequences as follows: on the first day, the SIP will be the last arrival of the aircraft at the home domicile, and on subsequent days on the first arrival of the aircraft at the home domicile.

Step Rate: Pay rate as outlined in Section 21. A.

TFP (Trip(s) For Pay): (1) The number value of a particular flight based on mileage as described in Section 21.C. and D., and/or (2) a particular number called for in the Agreement not based on mileage, including, but not limited to, the number added to meet the four (4) TFP minimum in a duty period.

Trip Rate: Compensation for a particular flight exclusive of other forms of pay, such as "A" pay, per diem, delay, etc. A Flight Attendant's Trip Rate is calculated as follows:

TFP X Step Rate X pay type (standard rate [1.0] or premium rate [premium multiples are specified in the Agreement]). The Trip Rate for each duty period is subject to the four (4) TFP minimum guarantee where provided for in the Agreement.

Unscheduled day: A day off appearing on an original line of time.

SENIORITY

- A. Occupational seniority will be used for all vacation selection, leaves of absence other than medical leaves, emergency leaves and additional personal leaves as defined in Section 15, reduction in force, return to active status after release due to reduction in force and bidding rights for line of time, reserve, extra sections, charter and other flying.
- B. If more than one (1) Flight Attendant has the same seniority date, then seniority will be determined by date of birth, with the older being more senior.
- C. The Company will provide a copy of the permanent Flight Attendant seniority list, revised no more than once each month, in a place mutually acceptable to the Company and the Association.
- D. An employee may protest any omission or incorrect posting affecting the employee's seniority within thirty (30) days after posting of the seniority list, except that an employee on a leave of absence, vacation, or on an assignment at a location where a roster is not posted shall have thirty (30) days after her/his return to duty in which to file such a request.
- E. A Flight Attendant transferred to supervisory or other non-flying duties directly related to the Flight Attendant duties shall continue to retain and accrue Company seniority and occupational seniority for a period equal to the supervisor's years of accrued seniority as a Flight Attendant. Thereafter such supervisor shall retain but not accrue seniority.

ADDENDUM TO SECTION 6

SENIORITY

1. How does a Leave of Absence or a furlough affect my seniority?

- A. If your Leave of Absence has been approved because of your sickness or injury, seniority will accrue during the entire period of approved leave.

 (Section 15.C.2)
- B. You will accrue seniority for the entire duration of your Personal (Staffing Adjustment) Leave. (Section 15.B)
- C. During a Leave of Absence for your maternity, you will accrue seniority during the entire period of your Maternity Leave. (Section 15.D)
- D. If you have been furloughed, you will not accrue seniority during the period of furlough. (Section 18.K)
- E. A Flight Attendant on a <u>Parental Leave</u> of Absence will accrue seniority for 120 (one hundred twenty) days of the approved leave. (Section 15.E)
- F. If you are granted a Leave of Absence for education purposes, you will accrue seniority for a period not to exceed 90 (ninety) days. (Section 15.B.2)

2. When is occupational seniority used?

Occupational seniority is used in the determination of the following: (Section 6.A.)

- Vacation awards (Section 14.B.)
- * Leaves of Absence (other than Medical Leaves, Emergency Leaves and additional Personal Leaves as defined in Section 15.B.)
- * Reduction in force (Section 18.A.)
- * Order of recall from a reduction in force (Section 18.D.)
- * Monthly bid awards (Section 10.D and 10.L)
- * Charter awards (Section 12.I.)
- * Other flying
- * Filling vacancies (Section 28)
- * Reserve requirements (Section 11.B.1)

3. When is Company seniority used?

Company seniority is used for the following: calculation of vacation accrual (Section 14.A)

PROBATION PERIOD

- A. During the first 180 (one hundred eighty) days of employment extended by any periods of furlough, suspension or leave(s) of absence, each Flight Attendant shall be on probation.
- B. The Company shall have the right to discharge, discipline, or furlough any employee during the probation period without cause and without a hearing.
- C. All probationary Flight Attendants will be <u>"A"</u> qualified upon the completion of training.
- <u>D.</u> Probationary Flight Attendants may not voluntarily change domiciles more than once during probation.
- E. For the purpose of a probationary checkride, a Flight Attendant may be assigned out of order while on reserve. Flight time will be credited toward the Reserve's guarantee.

ADDENDUM TO SECTION 7

PROBATION PERIOD

1. Will I have a probationary review?

Yes, your Supervisor will schedule a meeting with you approximately three (3) months into the probationary period. You will be asked several questions regarding safety and emergency procedures and will be allowed to use your manual. Reviews will ordinarily be conducted on a day on. If the Flight Attendant is a Reserve, s/he will receive four (4) TFP, which will be credited towards her/his guarantee if s/he is given no other reserve assignment on that day (including airport standby). If the Flight Attendant is a lineholder, and has her/his review conducted on a day on which s/he has picked up flying, or is a Reserve who is given another reserve assignment on the day of her/his review, s/he will receive no additional compensation. If there is a deadline coming up requiring the Flight Attendant to come in on a day off, or if the Flight Attendant chooses to have the review conducted on a day off s/he will be paid four (4) TFP. If the Flight Attendant is a Reserve, it will be paid over guarantee.

HOURS OF SERVICE

- A. The limitations provided for herein should include all time when a Flight Attendant is assigned as a crew member on regularly scheduled flights, deadheads, extra sections, ferry or charter flights and scenic flights.
- B. A Flight Attendant shall not be scheduled for more than eight (8) flights in any twenty-four (24) consecutive hours unless broken by a legal rest break.
- C. A Flight Attendant shall not be scheduled to fly more than twenty-eight (28) flights in any seven (7) consecutive days. The Flight Attendant may fly more than twenty-eight (28) flights in a seven (7) day period provided s/he is not scheduled to do so.
- D. An On-duty period shall commence at the time a Flight Attendant is required to report for duty or the actual reporting time, whichever is later. Report time at the base station shall be one (1) hour prior to scheduled departure and at out-stations forty-five minutes (:45) prior to scheduled departures. A duty period shall terminate thirty minutes (:30) after block arrival of a flight at the base station and fifteen minutes (:15) after block arrival of a flight at an out-station.
 - 1. A Flight Attendant is required to be at the aircraft forty-five minutes (:45) prior to departure. Flight Attendants are responsible for themselves.
- E. A Flight Attendant shall not be scheduled to be on duty for more than ten and one-half (10 ½) consecutive hours nor will s/he be required to remain on duty in excess of twelve and one-half (12 ½) hours. Notwithstanding the duty limitations contained in this paragraph, in the event of an irregular operation a Flight Attendant will be required to remain on her/his sequence until the aircraft returns to the home domicile even if doing so requires the Flight Attendant to exceed her/his maximum duty hours.
- F. A Flight Attendant will not be required to depart on a flight scheduled to land more than fourteen (14) hours from the beginning of her/his duty period if s/he is departing any domicile or co-terminal. A Flight Attendant may elect, but will not be required, to depart on a flight scheduled to land more than fourteen (14) hours from the beginning of her/his duty period if s/he is departing any domicile or co-terminal. A Flight Attendant may be required to depart on a flight scheduled to land more than fourteen (14) hours from the beginning of her/his duty period only to complete scheduled flying and only if s/he is departing an outstation (not a domicile or co-terminal). The Flight Attendant will be pay protected for flights from which s/he is removed pursuant to this Paragraph.
- G. If a Flight Attendant's duty time exceeds twelve hours and thirty minutes (12:30), but was not projected to or does not actually exceed fourteen (14) hours, the Flight Attendant will be paid for the flights departing after twelve hours and thirty minutes (12:30) including surface deadhead, at two (2.0) times the applicable trip rate until the Flight Attendant receives legal crew rest. If a Flight Attendant's scheduled or actual duty time exceeds fourteen hours (14:00), the Flight Attendant will be paid at two (2.0) times the applicable trip rate for all flying, including surface deadhead,

after twelve hours and thirty minutes (12:30) until s/he receives legal crew rest.

- H. Sollowing the termination of a sequence at the home domicile in which any duty period exceeds twelve hours and thirty minutes (12:30), the Flight Attendant must have time off equal to double the time spent on duty on the day the duty time exceeded twelve hours and thirty minutes (12:30). If the Flight Attendant is scheduled to work during that time, such Flight Attendant will be pulled from sufficient flights with pay to receive the necessary rest.
 - A Flight Attendant may waive the compensatory rest provided by this Paragraph.
- I. If a Flight Attendant is on duty at 4 AM (except for an APSB who has not had a flying assignment prior to the APSB assignment during the same duty period), s/he will not be required to remain on duty beyond 8:30 AM. The Company may build single-duty period sequences with one (1) return to domicile outside these parameters, but the Flight Attendant will not be scheduled for additional flying after the return to domicile.
- J. A Flight Attendant's duty period shall run continuously unless broken by an overnight rest period that is scheduled for ten (10) hours from release to report. Rest must be scheduled for ten (10) hours, whether as the sequence is originally constructed or at the time a Flight Attendant is reassigned to other flying not in the original sequence. If reassigned, the rest may fall below ten (10) hours only due to delays subsequent to the reassignment.
- K. If a Flight Attendant on a multi-day sequence receives less than nine (9) hours rest from release to report, the Flight Attendant may elect to be replaced at the SIP and paid for the remainder of the sequence if the sequence is one that terminates at the home domicile that day. If the Flight Attendant does not elect to be replaced at the SIP, s/he will remain on the sequence and be paid at two (2.0) times the trip rate, including any surface deadhead. If the sequence does not return to the home domicile the following day or does not terminate at the home domicile that day, the Flight Attendant will be paid at two (2.0) times the applicable trip rate, including any surface deadhead, until s/he receives legal crew rest. For a Reserve, 1.0 will be paid above guarantee, and 1.0 will be credited toward guarantee.
- L. A Flight Attendant engaged in deadheading shall be deemed to be on duty for pay and duty limitation purposes whether such deadheading is performed at the beginning or end of a series of flights.
- M. A Flight Attendant shall not be scheduled to fly sequences totaling more than one hundred eighteen and two tenths (118.2) TFP or ninety (90) flights, whichever is less. A Flight Attendant may, at her/his option, exceed the monthly maximum.
- N. A Flight Attendant shall not be required to keep the Company advised of her/his whereabouts during the off-duty periods.
- O. When a scheduled departure is appreciably delayed, or the flight is canceled, the Company will make every effort to notify the Flight Attendant. If the Company becomes aware that a flight following an RON is being delayed, the Company will

advise the Flight Attendant(s) before they depart the arrival airport or within two (2) hours after block-in by leaving a message containing information about the delay at the crewmembers' hotel rooms. If the Company has knowledge within these timelines and fails to notify the Flight Attendant, s/he will be paid as provided for in Paragraph K.

- P. Each Flight Attendant must have no less than one continuous forty-eight hour (48:00) period free from all duty within any seven (7) consecutive day period. This period is calculated from release to report.
 - 1. If a Flight Attendant, before check-in at her/his domicile, advises Crew Scheduling that, as a result of operational changes to her/his schedule, s/he will lose the 48 in 7, Scheduling must then modify the sequence (via SIP of the original sequence or legally scheduled deadhead) to restore the 48 in 7. The Flight Attendant will not suffer a loss of pay as a result of such schedule adjustment. The Flight Attendant cannot be required to depart if the 48 in 7 could not be restored; however; s/he may elect to take the sequence unaltered.
- Q. A Flight Attendant will have a minimum of eleven and one-half (11 ½) hours from release to report scheduled between sequences at the home domicile unless s/he elects otherwise. If eleven and one half (11 ½) hours is scheduled and the Flight Attendant does not receive at least ten and one half (10 ½) hours rest from release to report, the Flight Attendant's schedule will be adjusted (via SIP or assignment of like sequence(s)) to provide eleven and one half (11 ½) hours rest from release to report. The Flight Attendant will not suffer a loss of pay as a result of such schedule adjustment.
 - 1. When a Flight Attendant schedules herself/himself with fewer than eleven and one-half (11 ½) hours, release to report, at home domicile, and that rest is operationally reduced, the schedule adjustment and pay protection outlined in this Paragraph will not apply. The Flight Attendant will be responsible for the second sequence if CFR rest requirements are met. To provide CFR-required rest, the Flight Attendant may choose to drop the sequence, pick up the sequence at a SIP or via deadhead (duty limitations would apply), or to work a mutually agreed-to alternate assignment if such assignment is available. Pay protection does not apply.
- R. If a Flight Attendant's duty time exceeds or is projected to exceed sixteen (16) hours, the Flight Attendant will be paid the TFP value for all flying after twelve and one-half (12 ½) hours at three (3.0) times the applicable trip rate until the Flight Attendant receives legal crew rest.
- S. Natural Disasters and Acts of War
 - 1. In the face of natural disasters or acts of war, the primary focus of the Association and the Company will be the safety of the crew when scheduling or reassigning Flight Attendants to fly into or out of areas affected by imminent or present natural disasters or acts of war.

- When a natural disaster and/or act of war is imminent or present, and a need for rescheduling or reassigning crews becomes apparent, the Manager of Crew Scheduling will contact the LEC President (or her/his designee) of the affected base. Contact with the AFA appointed representative will be maintained until such time as all crewmembers have been returned to base.
- 3. If the flight deck crew members are released from flying into or out of a city, or laying over in a city affected by such natural disaster and/or act of war, the Flight Attendant crew members will be released as well. Every effort will be made to keep crews together.
- 4. It may be necessary to exceed duty limitations in order to remove Flight
 Attendants from danger, and in order to bring customers out of a city
 impacted by natural disaster and/or acts of war.
- 5. On a case-by-case basis, with the mutual agreement of the parties, the scheduling limitation of ten and one-half hours of duty outlined in Section 8.E. may be exceeded to remove crews from or to avoid danger and/or to facilitate bringing customers out of a disaster area. The compensatory rest outlined in Section 8.H, and any other applicable sections will apply, and will be provided upon the Flight Attendant's first return to domicile. Additionally, the 2.0 (3.0 as applicable) rate of pay will apply to any TFP flown after ten and one-half hours of duty. If ten and one-half hours are exceeded mid-flight, such pay shall be retroactive to block out of that flight.

T. Charter

- 1. Charters with a scheduled duty period exceeding ten and one-half hours (10:30) may be placed out for bid pursuant to Section 12.I. Those charters not awarded through the Section 12.I. bid process will be reconfigured consistent with Paragraph 8.E. prior to assignment.
- A Flight Attendant who is awarded a charter that has a scheduled duty period of twelve and one-half hours (12:30) or less will not be deemed to have waived the crew rest provision in Paragraph 8.H.
- 3. A Flight Attendant who is awarded a charter that has a scheduled duty period exceeding twelve and one-half consecutive hours (12:30) will be deemed to have waived the crew rest provision in Paragraph 8.H.
- 4. Paragraph 8.F. applies only if the original duty period was less than twelve and one-half hours (12:30), and the Flight Attendant has been rescheduled to a duty period longer than fourteen hours (14:00).
- 5. Paragraphs G and R apply to charter and non-charter flights.

- 6. If a Flight Attendant is assigned as a crew member on a charter, and the Company and the Association agree to waive the maximum duty time to schedule the charter over twelve hours and thirty minutes (12:30), the compensatory rest provision in Paragraph 8.H. will apply, unless the parties agree otherwise.
- 7. A charter sequence or portion thereof that contains a scheduled duty period that exceeds ten and one-half hours (10:30) may be assigned to a Reserve Flight Attendant or assigned as a junior-available assignment under the following conditions:
 - a. The assignment to a Reserve or JA'd Flight Attendant is necessary because the Flight Attendant scheduled to fly the charter sequence called in sick less than three (3) hours prior to the required check-in or is a No-Show as defined in Section 32.
 - b. A Reserve or JA'd Flight Attendant will not be assigned to fly a charter sequence or portion thereof that contains a duty period that exceeds ten and one-half hours (10:30) if the sequence can be split at the SIP so that neither portion of the sequence contains a duty period that exceeds ten and one-half hours (10:30).
 - c. A Reserve Flight Attendant who is assigned to fly a charter sequence or portion thereof that contains a scheduled duty period that exceeds ten and one-half hours (10:30) will be paid above the reserve guarantee for the charter sequence or portion thereof.
 - <u>Paragraph 8.H. will apply to all charter sequences or portions</u>
 thereof assigned to a Reserve or to a JA'd Flight Attendant.

ADDENDUM TO SECTION 8

HOURS OF SERVICE

1. What is the maximum I can be scheduled to be on duty?

Section 8 establishes restrictions for assignments to a Flight Attendant. Prior to scheduled check-in for the duty period, you can only be scheduled to remain on duty for ten hours and thirty minutes (10:30). After scheduled check-in, you may be reassigned to duty that is scheduled for no more than twelve hours and thirty minutes (12:30). (Section 8.E.)

2. What is the maximum I can be required to remain on duty?

You can be <u>scheduled</u> to remain on duty twelve hours and thirty minutes (12:30). You may be required to depart on a flight scheduled to land after fourteen (14) hours from the beginning of the duty period only if you are at an outstation and only to complete scheduled flying. You may elect, but cannot be required, to depart on a flight scheduled to land more than fourteen (14) hours from the beginning of the duty period if you are departing any domicile or co-terminal. (Section 8.F and G.)

3. May a Flight Attendant be assigned to a different sequence once the requirement of double rest under Section 8.H. has been satisfied?

No. The Flight Attendant may only be required to fly the remaining flights on her/his original sequence via a <u>legally scheduled</u> positioning flight or at a SIP. (Section 8.H.) See also Arbitration #77-97 (Horowitz 8/19/98).

4. If I am scheduled for ten hours (10) hours but receive less than nine hours (9), release to report, crew rest at a RON station, how does that affect my next duty period?

Examples:

A Flight Attendant receives less than <u>nine hours (9) from release to report</u> at a RON station. If.

a) the following duty period has a SIP and the sequence terminates that duty period, the Flight Attendant <u>may elect to be</u> replaced at the SIP and will be paid one (1.0) times the trip rate for all scheduled flights, or may elect to remain on the sequence and be paid two (2.0) times the trip rate until the Flight Attendant is released into rest. If you elect to remain on the sequence, you must contact crew scheduling at or before check-in the day following the short rest period. (Section 8.<u>K.</u>)

Example: Seattle-based Flight Attendant has unscheduled reduced rest in LAX and her scheduled sequence is to fly LAX-SEA-GEG-SEA. She flies LAX-SEA and <u>elects to be</u> replaced. She will be paid for her scheduled duty period at one (1.0) times the trip rate. If the Flight Attendant remains on the sequence, she will be paid two (2.0) times the trip rate for all flights flown (LAX-SEA-GEG-SEA) until she is released into rest.

b) the following duty period has a SIP but the sequence does not terminate that duty period, the Flight Attendant will remain on the sequence and be paid two (2.0) times the trip rate until she is released into rest.

Example: Seattle-based Flight Attendant has unscheduled reduced rest in LAX and flies her scheduled sequence LAX-SEA-LAX, goes into rest and flies LAX-GEG-SEA on the third day. The flights LAX-SEA-LAX are paid at two (2.0) times the trip rate.

c) there is no SIP and the sequence terminates that duty period, the Flight Attendant will receive two (2.0) times the trip rate until she receives domicile rest.

Example: Seattle-based Flight Attendant has unscheduled reduced rest in LAX and flies her scheduled sequence LAX-SJD-LAX-SEA. Those flights flown will be paid at two (2.0) times the trip rate.

d) the following duty period has no SIP and does not terminate, the Flight Attendant will be paid two (2.0) times the trip rate until she is released into rest.

Example: Seattle-based Flight Attendant has unscheduled reduced rest in LAX and flies her scheduled sequence LAX-PDX-LAX, goes into rest, and then flies LAX-SEA on the third day. The flights LAX-PDX-LAX are paid two (2.0) times the trip rate. (Section 8.K)

5. Can I waive contractual crew rest limitations?

Yes, except during the line-construction process. You can waive the forty-eight (48) hours off in seven (7) consecutive day period to twenty-four (24) hours in accordance with current <u>CFR's</u>, and Flight Attendants can waive the scheduled domicile rest of eleven and one half hours (11 ½) release to report down to <u>nine</u> (9) hours release to report in accordance with current <u>CFR's</u>. Flight Attendants may also waive crew rest before or after recurrent training (Section 30), and they may waive compensatory rest under Section 8.H.2. No other rest limitations can be waived.

6. What is a base turn?

A base turn is when you pick up a sequence on the same day another sequence terminates at domicile. You must allow a minimum of two(2) hours block-to-block between sequences and the total duty day may not exceed fourteen (14) hours in accordance with CFR limitations. You must submit a "Base Turn Claim Form" to receive per diem and four (4)- TFP minimums on both sequences.

7. When do I receive over duty pay?

You will receive over duty pay (2.0) for any flight departing after you have been on duty for twelve and one half hours (12 ½) but are not projected to or actually did exceed fourteen (14) hours on duty. You will receive over duty pay (2.0) for any flying after being on duty for twelve hours and thirty minutes (12 ½) provided that your total duty period was projected to or actually did exceed fourteen (14) hours.

If your duty period was projected to or actually did exceed sixteen (16) hours, the over duty pay is paid at 3.0 times the applicable rate. (Section 8.G. and R.)

8. How is over duty pay calculated on a charter flight flown after exceeding twelve hours and thirty minutes (12 ½) of duty?

You will be paid two (2.0) times the trip rate, and another one (1.0) times the trip rate premium will then be added for any flights <u>departing</u> after twelve hours and thirty minutes (12:30) on duty, <u>unless your duty period was projected to or actually did exceed fourteen (14) hours, in which case you will be paid the additional 1.0 for all flying after twelve and one half hours, therefore three (3.0) times the trip rate. If your duty period was projected to or actually did exceed sixteen (16) hours, you will be paid the additional 2.0 for all flying after the 12:30, therefore four (4.0) times the trip rate. (Section 8.G. and R.)</u>

Example: The rate of pay for charter flights flown after twelve and one-half duty hours (12:30) will be calculated as the following multiple of the normal rate of pay:

Charter flight	1.0
Charter premium	1.0
Overduty premium	1.0
Total multiple times	
applicable trip rate	3.0

The rate of pay for charter flights flown after twelve and one-half duty hours (12:30) when the duty period exceeds 16 hours will be calculated as the following multiple of the normal rate of pay:

Charter flight	<u>1.0</u>
Charter premium	1.0
Overduty premium	2.0
Total multiple times	
applicable trip rate	4.0

9. How am I paid if I am VJA'd or JA'd to a sequence and actual duty exceeds twelve hours and thirty minutes (12:30)?

You will be paid two (2.0) times the trip rate, and then the premium will be added for any flights departing after twelve hours and thirty minutes (12 ½) on duty, unless your duty period was projected to or actually did exceed fourteen (14) hours, in which case you will be paid the additional premium for all flying after twelve and one half (12 ½) hours. Therefore 2.5 times the trip rate. If your duty period was projected to or actually did exceed sixteen (16) hours, you will be paid three (3.0) times the trip rate for all flying after 12 and ½ hours. Therefore 3.5 times the trip rate. Section 8.G and R.)

10. Can I be contacted by the Company during crew rest?

Yes, once. However, you are not required to be contactable.

11. Do I have to advise the Company of my whereabouts on layovers?

No. However, if you are not going to be at the crew hotel, it is a good idea to advise a crew member of your whereabouts so that you may be reached in case of family emergency or a change in schedule. (Section 8.N.)

12. If a day in my sequence goes over twelve hours and thirty minutes (12 ½) duty, and I am returned to my domicile for a RON, when do I receive double rest?

If you remain on your sequence, your per diem will continue while at base and you will receive double rest at the termination of your sequence, except for Reserves assigned from APSB. You will be provided with a hotel at base upon request. However, if you are reassigned to a new sequence following the RON at base, you will receive your double rest at that time prior to beginning the new sequence.

13. Are there any unique rules for Russia flying?

Yes. A duty day which includes flights to or from Russia may be scheduled in excess of ten hours and thirty minutes (10:30). For these sequences, your step rate will be increased by a premium of \$6 (six dollars) for all TFP flown in the duty day. This premium will not, however, apply to any flights flown after twelve hours and thirty minutes (12:30) of duty. Flying after twelve hours and thirty minutes (12:30) of duty will be paid for in accordance with Section 8.G and R (over-duty pay) of the Agreement. In addition, you are required to report for duty one hour and fifteen minutes (1:15) before scheduled departure and be on board the aircraft forty-five minutes (:45) prior to the scheduled departure. For the return from Russia, you must report for duty forty-five minutes (:45) prior to the scheduled departure. The Company will designate an aisle seat as a dedicated Crew Rest seat.

14. What are the rest, duty and pay consequences of surface deadhead?

A Flight Attendant engaged in surface deadhead shall be deemed to be on duty for pay, duty and rest limitation purposes whether such deadheading is performed at the beginning or end of a series of flights. The set times for surface deadhead between the following cities are:

SFO-OAK: 1 hour

SFO-SJC: 1 hour

SJC-OAK: 1 hour 15 minutes

LAX-SAN: 2 hours 24 minutes

LAX-SNA: 1 hour 15 minutes

LAX-ONT: 2 hours 15 minutes

LAX-BUR: 1 hour, 30 minutes

SEA-BFI: 30 minutes

SEA-PAE: 1 hour

If the time is appreciably longer, the crewmembers will be required to call Crew Scheduling immediately after the surface deadhead for any necessary schedule adjustments. Failure to call Scheduling at that time will negate any schedule change for the next duty day; however the compensation will still be paid if the times listed above resulted in a Flight Attendant going over duty.

15. What are the CFRs concerning rest and duty for Flight Attendants?

WARNING - CFRs are not waivable by either the Company or the crew member.

Federal Aviation Administration flight time duty limitations for Flight Attendants were implemented on January 31, 1996. The rules are basically as follows:

Duty period limit fourteen (14) hours report to release.

Scheduled rest must be nine (9) hours release to report.

Rest may be scheduled, or operationally reduced, to eight (8) hours, if the Flight Attendant is scheduled for a subsequent rest period of at least ten (10) consecutive hours within twenty-four (24) hours following the commencement of the reduced rest period. Extensions on duty limits can be made when additional flight attendants are assigned to the flights contained in that duty period.

Flight Attendants must have twenty-four (24) hours free from all duty in any seven (7) consecutive CALENDAR days.

For scheduling purposes under these rules, the Company will, as required contractually, continue to schedule in excess of the CFR required rest (i.e., eleven and one-half (11 ½) hours release to report at base and ten hours and fifteen minutes release to report at RON stations). Reserves will be assigned after minimum base rest of eleven and one-half hours (11 ½) release to report.

The Company will also continue to schedule forty-eight (48) hours off in seven (7) days.

Flight attendants doing sequence trades or pickups or other schedule adjustments must allow nine hours free and clear for required rest, and must allow for twenty-four hours, from release to report, off in any seven (7) calendar days.

16. If I am projected to or actually do exceed fourteen (14) hours on duty, how is my pay calculated?

You will be paid 2.0 for the TFP portion flown over 12:30 hours on duty (or 3.0, if applicable, if scheduled to exceed sixteen (16) hours on duty).

For example, if you cross the 12:30 hours one hour into a flight from SEA to ANC, and it is a 4 hour flight, you would receive double time as follows:

SEA-ANC = 4 TFP

Flight time = 4 hours

You would have spent ¾ of the 4 hours of the flight time over 12:30 hours and would receive 3 TFP at 2.0 pay.

All other applicable premiums would apply.

JUNIOR AVAILABLE RULES

- A. Junior Available (JA) -- When a Flight Attendant is required to work on her/his unscheduled day, or when Scheduling assigns a Flight Attendant any additional flying after a completed scheduled sequence. Such additional flights or sequences must be legally scheduled.
- B. Flight Attendants may be contacted for JA duty by the following methods only:
 - Telephone contact at the Flight Attendant's <u>primary contact number on file with the Company</u>. Flight Attendants must provide their <u>primary contact number to Crew Scheduling</u>.
 - 2. When contacted in person in the Alaska Airlines Executive Offices.
 - 3. When contacted at check-in or after the sequence is in progress.
- C. The Company shall have the right to assign the Junior Available Flight Attendant to all regular and extra section flights or sequences and charters operated to which positions are not filled from the Reserve Flight Attendant pool but only in compliance with the rules listed below.
 - A Flight Attendant who is called as a JA and flies as such shall be compensated either by pay or days off as follows:
 - a. If the Flight Attendant elects pay, such Flight Attendant shall receive one and one-half (1.5) times the appropriate trip rate for all flights flown or scheduled, including surface deadhead, as a JA or for flights from which the Flight Attendant was pulled at one (1.0) times the trip rate, whichever is greater. In no event will the Flight Attendant be compensated for fewer TFP(s) than immediately prior to being JA'd.
 - b. If the Flight Attendant elects to receive days off as compensation, such Flight Attendant shall receive days off at straight pay of her/his choice to give such Flight Attendant days off equal in number to those on such Flight Attendant's scheduled line immediately prior to being JA'd. The Flight Attendant will receive a future day(s) off at straight pay in the following manner:
 - 1) The Flight Attendant's schedule must have a sufficient number of days remaining in the same bid month to allow for an additional day(s) off.
 - 2) If assignment of the day(s) off requires that a multiday sequence be broken, the Flight Attendant will be placed back on the sequence at the SIP, if possible, and pay protected only for the chosen day dropped. If the Company determines that it is

necessary to drop the entire multi-day sequence, the Flight Attendant will be pay protected for only the chosen day of the sequence.

- 3) If the Flight Attendant's schedule does not have a sufficient number of days remaining to allow for an additional day(s) off in the same bid month, the Flight Attendant will not be eligible to elect the day off option but will receive four (4) TFP.
- c. If, as a result of being JA'd, such Flight Attendant has more days off than scheduled immediately prior to being JA'd, such Flight Attendant will be entitled only to receive pay as compensation for the JA.
- <u>d.</u> The choice of days off <u>at straight pay</u> or <u>1.5</u> pay will be made <u>no later than</u> check-in of the flight or sequence for which the Flight Attendant was JA'd.
- A Flight Attendant cannot be contacted for JA duty more than twenty-four (24) hours before the needed, scheduled sequence or reserve duty period.
- f. A Flight Attendant having to sit JA Reserve shall be paid for one (1) TFP at the appropriate pay for her/his current monthly bid position or for what s/he flies, whichever is greater, for each three (3) hours s/he sits JA Reserve. In computing the time such Flight Attendant is on JA Reserve, over one and one-half (1 ½) hours shall count as a full three (3) hours and one and one-half (1 ½) hours or less shall not count, but the Flight Attendant will be guaranteed one (1) standard TFP. For any fractional time over three (3) hours, a Flight Attendant will be paid at a rate of one and three-tenths (1.3) TFP for each additional hour which will be computed to the nearest hour. If a Flight Attendant does not fly, the Flight Attendant will be paid the appropriate trip rate for her/his current bid month position.
- g. The monthly seniority list must be used starting with the most junior qualified, available Flight Attendant in the domicile from which the sequence departs who is completely legal for the flight or sequence to be assigned. If there is no such Flight Attendant available, scheduling will start over, contacting the most junior Flight Attendant that requires the least amount of future flights to be pulled to make such Flight Attendant legal for the JA flight or sequence to be assigned.
- Mhen a Flight Attendant is called as JA on her/his scheduled day off and s/he reports s/he and/or her/his child is sick at that time, such Flight Attendant will not be charged with a sick day, but such Flight Attendant may be required to produce verification of her/his illness. If the Flight Attendant produces

- a doctor's statement dated within forty-eight (48) hours of the JA call, which is turned in prior to departure of the next scheduled sequence, no points will be charged under <u>Section</u> 32.
- I. When a Flight Attendant has been rescheduled, reassigned or JA'd at the completion of the Flight Attendant's scheduled sequence at domicile, to an RON which results in flying on a scheduled day off, the Company will return the Flight Attendant to the home domicile on an Alaska Air Group flight(s) at the earliest possible time, while avoiding flight cancellation due to crew shortage. Compensation will be set at one (1) TFP for each four (4) hours calculated from the time the Flight Attendant terminates in the overnight city until thirty minutes (:30) after the Flight Attendant actually arrives at domicile, plus one and one-half (1.5) times the trip rate for any flights flown or deadheaded on the day following the unscheduled overnight. (Over two [2] hours shall count as a full four [4] hours: two [2] hours or less shall not count.)
- j. If the Company junior assigns a Flight Attendant out of order, the Flight Attendant who actually flies the junior assignment will be paid one and one-half (1.5) times the applicable trip rate for the sequence and an additional one-half times the trip rate (0.5) for the error. The Flight Attendant who should have been junior assigned to the sequence will be pay protected at one and one-half times (1.5) the trip rate for the sequence. The pay will be in addition to any other applicable premium pays. No other Flight Attendant will be due any compensation.
- D. Flight Attendants are ineligible for JA'ing in accordance with contract language on given away or traded flights on a Flight Attendant's original line. A Flight Attendant will not be contacted for a junior assignment on the last day of her/his vacation.
- E. Voluntary Junior Available (VJA)
 - 1. A Flight Attendant may make herself/himself available for assignment of a sequence(s) on her/his day(s) off by notifying Crew Scheduling of her/his availability.
 - a. Notices submitted before 9 AM on the day before s/he wishes to volunteer for VJA will be processed in seniority order. All sequences will be assigned in order of occupational seniority within the domicile from which the sequence departs, unless bypassing is necessary based on the Flight Attendant's stated preferences.
 - <u>b.</u> Notices submitted after 9 AM will be processed on a first-come, first-served basis.

- The Flight Attendant may limit her/his willingness to volunteer for sequences meeting certain preferences. S/he may not decline a sequence(s) matching her/his submitted preferences; s/he may decline a sequence(s) that does not match her/his submitted preferences without penalty. The following preferences may be submitted:
 - <u>a.</u> Number of days, with the option to choose if s/he wants to be assigned a sequence(s) containing fewer days;
 - <u>b.</u> Time of day s/he wants to check-in before or after, or to return before or after (limited to AM or PM);
 - <u>Cities s/he wants to fly or to avoid, with the option to specify whether s/he wants to be assigned a sequence(s) that does not match this preference;</u>
 - d. Specific sequences, identified by sequence number;
 - e. "A" position; and
 - f. Co-terminal from which the sequence departs.
- 3. All sequences assigned under any VJA list are subject to a four (4) TFP minimum pay per duty period.
- 4. Pay is calculated at 1.5 times the applicable trip rate for all flights flown or deadheaded, including surface deadhead.
- <u>Once an assignment is accepted, all provisions of the Collective</u>
 Bargaining Agreement apply.
- 6. When a Flight Attendant places herself/himself on VJA, it is presumed that s/he waives the 48 in 7 legalities under Section 8.P. The appropriate box on the VJA slip must be checked if s/he intends to waive crew rest.
- 7. A Flight Attendant may remove her/himself from VJA anytime prior to receiving an assignment. A Flight Attendant may remove her/himself from VJA only in person or by telephone.

F. Standing VJA

- Each month Flight Attendants may place themselves on a standing VJA list to be called for any sequence at any time during that month. A Flight Attendant on the standing VJA list is not required to be available; s/he may decline the offer of any sequence without incurring any points under Section 32.
- If the Flight Attendant declines the Standing VJA offer, the Company must place a second call in order to JA that Flight Attendant. If a Flight Attendant accepts an assignment and calls in sick, s/he will be assigned

the appropriate points under Section 32 and will not receive pay from her/his sick bank.

G. A Flight Attendant may trade a sequence to which s/he has been JA'd or VJA'd.

A JA or VJA assignment may be traded only once. The JA premium (including the choice of compensatory days off) will follow a traded JA assignment; the VJA premium will not follow a traded VJA assignment.

ADDENDUM TO SECTION 9

JUNIOR AVAILABLE RULES

1. What is "Junior Availability"?

Junior Available (JA) occurs when a Flight Attendant is required to work on an unscheduled day(s) or when <u>Crew Scheduling</u> assigns additional flying after a completed sequence. The Company can assign flights or sequences not filled by the reserve pool. A Flight Attendant who is JA'd shall be compensated either by pay or days off as follows.

PAY: The GREATER of the following

- A. 1.5 times the trip rate for all flights flown or scheduled as JA
- B. 1.0 times the trip rate for all flights lost due to JA.

DAYS OFF:

- A. Flight Attendant's choice of days at straight pay
- B. Equal number of days off that were on the Flight Attendant's schedule prior to JA'd sequence.

If the Flight Attendant has more days off as a result of being JA'd, <u>the</u> Flight Attendant <u>may not elect days off and must accept</u> pay as compensation. Flight Attendants <u>must choose pay or days off <u>no later than</u> check-in for <u>the</u> JA'd flight or sequence. (Section 9.C.1.d.)</u>

If I am JA'd at the completion of my sequence, how long may I be required to remain on duty?

You may be required to remain on duty after being JA'd at the completion of your sequence up to twelve hours and thirty minutes (12:30) for that duty period. See Arbitration #48-98 (Knowlton (2/23/99).

What if I am rescheduled, reassigned or JA'd after the completion of my sequence to a RON which results in my flying on a scheduled day off?

Anytime you are required to remain overnight (RON) into a day off, the following will occur:

- A) The Company must return you to home domicile at the earliest possible time.
- B) You are compensated at one (1) TFP for each four (4) hours computed as follows:

Starting from the time you terminate at the RON city until thirty minutes (:30) after block-in at domicile.

- 1) over two (2) hours shall count as four (4) hours
- 2) two (2) hours or less shall not count AND
- You may elect compensation as follows:
 - 1.5 times the trip rate for all flights flown or scheduled on the day following the unscheduled RON.

OR

2) A day off of your choice at straight time pay in lieu of the 1.5 JA pay. This election must be made at or before report time following the unscheduled overnight. (Section 9.C.1.a., 9.C.1d. & 9.C.i.)

4. What is the difference between being JA'd and being reassigned?

Junior Available flying occurs on days you are scheduled to be off ("unscheduled days") or after the completion of a scheduled sequence. Any other assignments occur on days you are already scheduled to fly, although they may carry into days you were scheduled to be off. (Section 9.A. & 10.<u>S.</u>)

5. How am I paid if I am JA'd?

Junior Available Example

If you are called and fly as a JA, you will be compensated either by pay or days off <u>at straight pay</u>. If you choose pay, you will receive one and one half (1.5) times the appropriate trip rate for all flights flown <u>or scheduled</u> as a JA, or for flights from which you were pulled at one (1.0) times the trip rate, whichever is greater. In no event will you be compensated for fewer TFP than prior to being JA'd.

EXAMPLE as shown on a pay detail:

Assume that scheduling calls you on your duty day off and Junior Assigns you to fly a sequence.

FLT	RS	ORG DST	1.0	4	1.5	2.0	3.0
NBR	CD		TRIP	MIN	TRIP	TRIP	TRIP
460 421	J5 J5	SEA-SJC SJC-SEA			2.1 2.1		

In the example noted above, you will be paid 4.2 TFP at one and one-half (1.5) times your normal step rate. You will be paid 4.2 TFP at 1.5 x the trip rate.

If you had been pulled from a scheduled sequence worth eight (8) TFP to fly the example noted above, you would be paid the greater of your scheduled flying or the Junior Available flying, or the eight (8) TFP originally scheduled at your normal step rate.

So, in this situation, you would be paid the value of your original scheduled flying because it is greater than the value of the Junior Available flying you actually did.

If you had been rescheduled, reassigned or JA'd at the end of your scheduled sequence at base to a RON which results in flying on a scheduled day off, the Company will return you to home base on an Alaska Air Group flight(s) at the earliest possible time, while avoiding flight cancellation due to crew shortage. You will be paid one (1) TFP for each four (4) hours from the time you arrive in the overnight city until thirty minutes (:30) after you arrive at your base in addition to the one and one half (1.5) times trip rate for any flights flown or deadheaded (including surface deadhead) on the day following the unscheduled RON as

follows: (over two (2) hours shall count as a full four (4) hours; two (2) hours or less shall not count).

EXAMPLE:

You are LAX based and scheduled to fly the following sequence:

FLT	RS		1.0	4	1.5	2.0	3.0
NBR	CD	ORG DST	TRIP	MIN	TRIP	TRIP	TRIP
Day 1	505	LAX-PDX	2.5	1.5			
Day 2	538	PDX-LAX 2.5	1.5				

You will be paid eight (8) TFP.

When you return to LAX you are Junior Assigned to do some additional flying. The additional flying results in the following:

EXAMPLE as shown on pay detail:

	FLT	RS		1.0	4	1.5	2.0 3.0
	NBR	CD	ORG DST	TRIP	MIN	TRIP	TRIP TRIP
Day 1	505		LAX-PDX	2.5	1.5		
Day 2	538		PDX-LAX	2.5			
	091	J5	LAX-SEA			2.8	
Day 3	592	J5	SEA-LAX		1.2	2.8	

Pay for the reassigned sequence would be as follows:

5.0 TFP at 1.0 rate 2.7 TFP for 4 TFP minimum value 5.6 TFP at 1.5 rate

You arrive in SEA at 23:40 on Day 2. On Day 3 you depart SEA and arrive in LAX at 11:10.

You would receive three (3) TFP per Section 9.<u>C.1.i.</u> for the unscheduled RON of twelve hours (12:00) from block-in at SEA to thirty minutes (:30) after block-in at LAX.

You may elect to receive days off instead of pay pursuant to Section 9.C.1. The choice has to be made \underline{no} later than check-in for the flight or sequence for which you were JA'd. (Section $\underline{9.C.1.d.}$)

6. May I VJA on vacation?

Yes.

7. Can I VJA in a base other than my own?

Yes. Each VJA sequence will count as one of your monthly limit of two out-of-domicile pick-ups.

8. Are Reserves assigned sequences prior to Flight Attendants who have submitted VJA slips?

Subject to Crew Scheduling discretion, but generally, yes.

9. How will I be paid if I am JA'd / VJA'd to a sequence which changes when I arrive at the airport?

If your sequence is changed when you arrive at the airport, you will be guaranteed at least the number of TFP originally <u>scheduled</u>. You will be paid <u>one</u> and one half (1.5) <u>times the trip rate</u> for all flights flown if you are a VJA, and brought up to the TFP value of the original assignment at straight time (1.0) trip rate, <u>and one and one-half (1.5) times the trip rate for all flights flown or scheduled if you have been JA'd</u>.

VJA: Original Sequence: 99 SEA-ANC 4.0 TFP 204 ANC-SEA 4.0 TFP

Changed when you arrived at airport to:

310 SEA-SAN 3.0 TFP 113 SAN-SEA 3.0 TFP

EXAMPLE, as shown on pay detail:

FLT	RS		1.0	4 1.5	2.0	3.0	trip
NBR	CD	ORG DST	TRIP	MIN TRIP	TRIP	TRIP gr	nte
310	J5	SEA-SAN	3.0			•	
113	J5	SAN-SEA	3.0				2.0

TFP 8.0

Or, six (6) TFP at 1.5 x the trip rate and two (2) TFP at straight time.

If you were JA'd and you elect to have an additional day off, your pay will be eight (8) TFP at straight time. If you elect 1.5 pay, you will receive 1.5 pay for all flights flown or scheduled.

The choice of pay, or days off at straight pay, will be made no later than check-in of the flight or sequence for which you were JA'd. (Section 9.C.1.d.)

10. How will I be paid if I am JA'd / VJA'd to a charter?

If you are JA'd to a charter sequence, you will be paid <u>one and</u> one-half (1.5) <u>times the</u> trip rate for all flights other than the charter segment, and <u>two and</u> one half (2.5) times the trip rate for the charter segment. (Section 21.K)

EXAMPLE, as shown on pay detail:

You are Junior Assigned to fly the following charter sequence:

FLT	RS		1.0	4	1.5	2.0	3.0
NBR	CD	ORG DST	TRIP	MIN	TRIP	TRIP	TRIP
7505		LAX-PDX	2.5		2.5		
538 (DH)		PDX-LAX			2.5		

Pay for the Junior Assigned charter sequence would be as follows: 5.0 TFP at 1.5 rate 2.5 TFP at 1.0 rate

SCHEDULING

- A. The Company will utilize and maintain a Preferential Bidding System (PBS), meeting the requirements in this Section and any other terms, which have been mutually agreed upon by the Company and Association, for the construction and awarding of flight schedules and Reserve Lines of Time. The Company will provide monthly bid packages and awards.
 - 1. Flight Attendants will use the electronic bid system agreed to by the parties unless an alternative method has been approved by the Company and the Association. Provision for alternative bidding will be made available to Flight Attendants in the event of a system failure.
- B. A bid line shall be a monthly line composed entirely of published sequences with a monthly schedule of no more than 10 TFP above or below the monthly bid line average in the domicile. Each domicile's line average will not go below seventy-eight (78) TFP nor above eighty-five (85) TFP. A Flight Attendant will bid in her/his specific domicile.
- <u>C.</u> <u>All contractual limitations on the construction of bid lines shall remain in effect.</u>
- D. Lines shall be constructed preferentially, in order of seniority, one Flight Attendant at a time, with the Flight Attendant holding as many sequences available at her/his seniority that meet her/his specific preferences, such preferences being stated in priority order provided that those sequences do not conflict with any known absences.

E. <u>Line Construction</u>

- 1. All <u>Flight Attendants</u> will be guaranteed a minimum of twelve (12) days off per month. <u>Reserves will be guaranteed a minimum of thirteen (13) days off in a 31-day month.</u> Recurrent Training is not considered one of a Flight Attendant's minimum days off. The number of days off per month will be reduced by 0.4 day(s) for each day of a planned absence, excluding Recurrent Training and month-end carry-in flying.
- 2. A bid line will contain no reserve days and a reserve line will contain only reserve days and days off.
- A bid line will not contain any out of domicile sequences, including charters.
- 4. In LAX, bid lines may consist of sequences with check-ins at LAX and one, and only one, co-terminal.
- All known flying, including charters, shall be placed in the PBS program for bid.

- F. The Company will apply any known absence(s) to a Flight Attendant's schedule.

 Carry-in(s)/absence(s)/pre-award(s) that are known at the time of bidding, will be pre-planned in the bid process, and credited in the new month. The credit value of the known absence(s) will be reflected in the total value of the line for purposes of the line building parameters according to the below schedule, and will have the following credit value applied towards a Flight Attendant's line credit:
 - 1. Planned absences and/or the following TFP value: Training: 0 trips per day (6 TFP per day); Vacation: 4 trips per day (4 TFP per day); Leaves: 2.75 trips per day. (Pay, if applicable, will be based upon the type of leave).
- G. A Flight Attendant who will be available to work less than an entire month will be allowed to bid during the bidding process, and will be awarded a schedule for that portion of the month during which she/he will be available, with the number of minimum days off prorated based upon the numbers of days available; e.g., a Flight Attendant returning from maternity leave mid-month.
- H. Flight Attendants on a no-bid status, but otherwise eligible to bid, will be scheduled outside of the PBS system (e.g. Trainers).
- I. If a Flight Attendant is withheld from service by the Company at the time of bid closing s/he will be allowed to bid for a schedule for the following bid period in accordance with this section.
- Bid packages will be made available electronically via a home access computer system and the Company computer terminals located in each domicile on or before the date of bid package distribution. One hard copy of the bid package will be available at each domicile or co-terminal. Bid packages shall contain all of the sequence information, for all of the scheduled sequences in a given domicile and its co-terminals. Each domicile's bid package shall state the anticipated number of bid lines and reserve lines that will be awarded in that domicile, the line average for the month in the domicile, the minimum and maximum TFP's a line can be built to in the domicile, and the training dates and locations for the domicile for the following month.
 - Bid packages will be made available to all Flight Attendants at each domicile on or before 9 AM hours local domicile time on or before the fifth (5th) of the month prior to the bid period. In the event of a major, previously unknown airline schedule change, after pairings are constructed, the Company and the Association may agree to modify the Bid Timeline as appropriate.
 - 2. A Flight Attendant must submit her/his bid by 9 AM local domicile time on the tenth (10th) of the month prior to the bid period.
 - 3. Should there be a "system failure" at a base or co-terminal, the Company will extend the acceptance of bids by twenty-four (24) hours at the affected base or by as long as the system failure exists, whichever is longer. The Company shall determine when a "system failure" exists. A "system failure" may include, e.g., those times when the service provider's system is not generally available for access for a

significant period due to a failure of the system itself; or when access routes to the system, e.g. telephone service, power, etc., is not available on a broad geographic scale. Failure of a Flight Attendant's personal computer or failure due to the error of a user will not be considered a "system failure."

- The system will allow a Flight Attendant to revise her/his bid. The last bid submitted will be honored.
- The PBS System will generate, track, and provide each Flight Attendant 5. a bid confirmation for each bid supplied by the Flight Attendant.
- <u>6.</u> The bid award for lines of time will be made available to all Flight Attendants by 9 AM hours local domicile time on or before the thirteenth (13th) of the month prior to the bid period, but as soon as possible.
- Reserve Lines will be awarded twenty-four (24) hours after Bid Lines are <u>7.</u> awarded.
- Bid Lines are final as of 9 AM local domicile time on the fifteenth (15th) 8. of the month prior to the bid period.
- K. A standing bid may be submitted at any time by a Flight Attendant, and will remain in effect until it is changed by the Flight Attendant, but no later than the date bids must be submitted for a given month. A Flight Attendant failing to make a bid or failing to meet the deadline will be assigned a line in the awards as per her/his standing bid. If no standing bid exists, the Flight Attendant will be assigned a reserve line.
- All monthly lines shall be awarded in accordance with seniority and bid preferences. In cases where a Flight Attendant is denied a bid preference to ensure adequate daily work coverage such assignment shall be in accordance with the bid preferences of the Flight Attendant and forced in inverse order of seniority.
- Μ. An individual Report will be made available to each Flight Attendant each month that reconciles the Flight Attendant's bid to her/his awarded schedule on a preference by preference basis.
 - <u>1.</u> Any Flight Attendant who has an inquiry or believes s/he may have received a mis-award on her/his award shall notify Crew Planning prior to 9 AM local domicile time on the 15th of the month prior to the bid period.
 - Crew Planning shall promptly review any inquiry submitted. If a programming or system error occurred, the affected Flight Attendant will be made whole. No remedy will be available if the subject of the inquiry was due to the Flight Attendant's choice of bid preferences.
 - Where there is a programming error that affects substantial numbers of 3. Flight Attendants in a domicile(s), there may be a re-award upon agreement between the Company and the Association.

<u>4.</u> If, after the final bids have been awarded, any errors are subsequently discovered that makes any bid illegal in any manner, the Company will pull the Flight Attendant from sufficient flights with pay to be made legal.

N. PBS Bid Line Options/Preferences:

- <u>1.</u> Types of bid requests:
 - Global -- A bid request that sets overall guidelines for the <u>a.</u> bidder's schedule.
 - b. Prefer Off -- A bid request used to request dates or days off during the month.
 - Avoid -- A bid request used to define unwanted sequences C. or sequence criteria during the month.
 - Award -- A bid request used to define preferences for work <u>d.</u> during the month.
 - Instruction -- A bid request that provides special instructions е. to change or remove prior restrictions when processing your
- 2. Specific agreed upon bid line request choices (the terminology in PBS may differ):
 - Prefer Off
 - Departing On
 - Specific Aircraft Type
 - Average daily TFP
 - Sequence Check-in Time
 - Sequence Release Time
 - RON Check-in Time
 - RON Release Time
 - Sequence length
 - Maximum Legs per Duty Day
 - **Duty Time**
 - Fly with/Avoid Employee (Arctic) #
 - Landings In
 - Layover Date
 - Layover In
 - Layover Time
 - Sit Time
 - Time away from base (TAFB)
 - Sequence Number
 - Sequence Credit
 - TFP value per TAFB
 - Sequences including specific Flight Number
 - Minimum Days Off/Maximum Days On (Pattern)
 - Minimum Schedule
 - Maximum Schedule

- Minimum Domicile Rest <u>Z.</u>
- aa. Front-end loading of flying on multi-day sequence
- Bid position
- Spanish-qualified Flight Attendant (LAX only)
- Co-terminal flying (LAX only)
- Reserve
- bb. cc. dd. ee. ff. Buddy Bidding
- Followed By
- It has been recommended by the PBS vendor that the implementation 3. start with the most significant of these preferences, with the remainder being phased in over time. The Association will explore this option to determine if it will provide better line building during the initial months of PBS line building. If less than the full number of preferences are initially offered, the remainder will be phased in over a period of time as Flight Attendants gain experience in bidding. All preferences will be offered no later than six (6) months after full implementation. Preferences/avoidances can be conditioned on other preferences/avoidances.
- <u>4.</u> Specifically agreed upon reserve bid request choices (blocks of reserve days will be pre-built, just as sequences are pre-built):
 - AM, PM and ER
 - <u>a.</u> b. c. Days on and off
 - Length of block
 - Month end carry-over
- Ο. Other preferences may be mutually agreed upon prior to PBS implementation and request for said preferences will not be unreasonably denied. Up to two additional preferences may be added each calendar year, and said preferences will not be unreasonably denied.
- Ρ. All Flight Attendants will bid for positions flown on aircraft. The A Flight Attendant will be primarily responsible for the first class cabin. The B & C Flight Attendants will be primarily responsible for the main cabin. The A Flight Attendant will be responsible for the first class galley, first class liquor and associated paperwork. The B & C Flight Attendants will share responsibility for the main cabin galley and share responsibility for the main cabin liquor and associated paperwork. Additional Flight Attendants (e.g., D and/or E), when assigned, will perform duties as outlined in the Flight Attendant Manual.
- Q. Flight Attendants may buddy bid (double and triple). The Flight Attendants who wish to bid together may try to do so by bidding the seniority number of the most junior Flight Attendant. If buddy bidding is not awarded, line preferences will be awarded at the lower seniority number.
- R. At the Company's discretion, it may offer a low bid option. Bid packets will reflect the number of available low bid options that would allow a Flight Attendant to bid a line between five (5) TFP over or under one-half of the line average in the domicile. If the Company offers a low bid option in a specific domicile, it will specify the number of Flight Attendants who will be able to hold that option, and

conduct a bid, based upon seniority, by the 5th of the month prior. Flight Attendants awarded the low bid option will know their status prior to the PBS bid process. They will bid in the PBS, and their lines will be built to between one-half of the minimum/maximum TFP parameters for the domicile for that month. A Flight Attendant may not bid for a low bid option until s/he is off probation. A Flight Attendant who is awarded a low bid option will continue to receive all Company benefits, if otherwise eligible.

- All same day scheduling changes involving a move up will be requested to the S. Flight Attendants having like sequences in order of seniority and assigned in reverse order of seniority.
 - <u>1.</u> A move-up is to be utilized for vacancies that occur within two hours of departure after reserves, and airport standby reserves, have been utilized. The Company may maintain no more than one airport standby reserve at each domicile prior to moving up a Flight Attendant under this Paragraph.
 - 2. If the Company utilizes move-up to fill a vacancy, it will first offer the vacancy in seniority order to any crew on a sequence with greater than minimum staffing. If the vacancy is not accepted, or if there is no crew over the minimum, the Company will assign the vacancy to the most iunior Flight Attendants in crew(s) assigned to like sequences.
 - 3. For determining like sequences in a moveup, Scheduling will first consider sequences with an equal number of days, then sequences with more days, and finally sequences with fewer days.
 - 4. All same day scheduling changes or reassignments requiring an entire crew but not involving a moveup will be made based upon availability and legality of the crews.
 - 5. All same day scheduling changes or reassignments involving less than an entire crew will be requested of the Flight Attendants involved in order of seniority and assigned in reverse order of seniority.
 - When two or more crews, upon check-in at domicile, learn a. that flights have been cancelled or a same-day schedule change has occurred, resulting in two or more crews available to fly, the surviving sequence that has been constructed of equal parts of the original sequences, will be staffed as a move-up. The Flight Attendants will be offered the assignment in order of seniority and assigned in reverse order of seniority. The remaining Flight Attendants will be released and pay protected for the value of their original sequence.
 - A Flight Attendant will be paid for her/his actual or scheduled flying, 6. including surface deadhead, whichever is greater. If the schedule change or reassignment results in the Flight Attendant flying, including surface deadhead, more than scheduled, the flying, including surface deadhead, above schedule will be paid at one and one-half (1.5) times the applicable trip rate or, if the flying, including surface deadhead,

exceeds three (3) flights above schedule or the reassigned sequence involves more days of flying, including surface deadhead, such Flight Attendant will, at her/his option, be entitled to a day off in lieu of one and one-half (1.5) times pay.

- a. The Company will not include any TFP added to reach the four TFP minimum when calculating the pay for a schedule change or reassignment in accordance with Paragraph 10.S. For each duty period in which the actual flying exceeds the scheduled flying, the Company will pay the difference between the TFP value of flying in the Flight Attendant's original schedule and the TFP value of actual flying at 1.5 times the applicable step rate.
- 7. Once a lineholding Flight Attendant is reassigned and completes the reassigned sequence, such Flight Attendant will not be responsible for any other scheduled or unscheduled sequence if the Flight Attendant has flown flights equal to or greater than such Flight Attendant's original assignment. Unscheduled overnights are covered under Section 21, Paragraph O.

T. Pre-Cancellations

- 1. a. When flights are cancelled from the Flight Attendant's line of time in advance of the day of departure, the Company will make every effort to give notice of such cancellation by the end of the next calendar day via Company e-mail followed by primary phone contact in reverse order of seniority, if applicable. Assignments will be offered on a first-come, first-served basis. If the Flight Attendant does not contact Crew Scheduling, the Flight Attendant will be required to check-in as originally scheduled.
 - b. If a Flight Attendant reports a cancellation. Crew Scheduling will confirm or deny the cancellation with DSO. Once the cancellation is confirmed, the Company will notify the Flight Attendant in the same manner as for any other cancellation.
- When Crew Scheduling makes contact with the Flight Attendant regarding the cancellation(s). the Company may offer the Flight Attendant an alternate assignment to open positions that may include multiple sequences on the same day or days as the flights cancelled from the Flight Attendant's line of time. The Flight Attendant may select from the following options:
 - a. Accept the alternate assignment.
 - b. Decline the alternate assignment and waive pay protection.
 - c. In the event that the alternate assignment contains a check in that is more than two hours earlier and/or a release time that is more than two hours later than those contained in the

Flight Attendant's line of time, the Flight Attendant may decline and agree to contact Crew Scheduling between 6 pm and 8 pm on the night before the first day of the flights canceled from the Flight Attendant's line of time to receive an alternate assignment. Such assignment must operate within the check-in and release times at domicile of the flights cancelled from the Flight Attendant's line of time. If no such assignment is available at that time, the Flight Attendant will be pay protected under Section 21.N. and will be relieved from further obligation on the days of the flights cancelled from the Flight Attendant's line of time. In the case of coterminals, if the assignment does not check-in and release at the same co-terminal as the flights cancelled from the Flight Attendant's line of time, the Company will pay pursuant to Section 21.M. and, at the Flight Attendant's request, provide surface deadhead transportation to and from the terminal of the reassigned flight.

- 3. If no alternate assignment is offered at the time of notification, the Flight Attendant may:
 - <u>a.</u> Waive pay protection and be relieved of any further obligation; or
 - Agree to contact Crew Scheduling between 6 pm and 8 pm b. on the night before the first day of the flights canceled from the Flight Attendant's line of time to receive an alternate assignment. Such assignment must operate within the checkin and release times at domicile of the flights cancelled from the Flight Attendant's line of time. If no such assignment is available at that time, the Flight Attendant will be pay protected under Section 21.N. and will be relieved from further obligation on the days of the flights cancelled from the Flight Attendant's line of time. In the case of co-terminals, if the assignment does not check-in and release at the same co-terminal as the flights cancelled from the Flight Attendant's line of time, the Company will pay pursuant to Section 21.M. and, at the Flight Attendant's request, provide surface deadhead transportation to and from the terminal of the reassigned flight.
- 4. A Flight Attendant who has agreed to contact Crew Scheduling as set forth in Paragraphs T.2.c or T.3.b may be removed from the obligation by calling Crew Scheduling no later than 00:01 on the day before the check-in at domicile of the flights from the Flight Attendant's line of time. In this event, no pay protection will apply.
- Under the provisions of Paragraphs T.2.c or 3.b, the Flight Attendant will
 only be required to contact Crew Scheduling one time.
- 6. If a Flight Attendant has agreed to Paragraph T.2.c or 3.b, the Flight Attendant's schedule will reflect a scheduled duty obligation.

- 7. If under Paragraph T.2.c or T.3.b the Flight Attendant is on duty with the Company between 6 pm and 8 pm, s/he will contact crew scheduling no later than release at domicile.
- 8. a. If a Flight Attendant fails to call Crew Scheduling as agreed under Paragraph 2.c or 3.b, the Flight Attendant will not be pay protected. If the Flight Attendant subsequently reports at the time originally scheduled, the Flight Attendant may be given an alternate assignment.
 - b. If the Flight Attendant calls Crew Scheduling after 8 pm, the Company may offer a new sequence for the same day or days of the original assignment. The Flight Attendant may accept or decline the assignment. If declined, the Flight Attendant will be required to be at domicile as originally scheduled. Failure to do so will be subject to the provisions of Section 32. If the Flight Attendant reports at the time originally scheduled and is not given an alternate assignment, the Flight Attendant will be released without pay protection and without further reporting obligations.
 - c. If the Flight Attendant fails to call Crew Scheduling and does not report by the original time, the Flight Attendant will be subject to the provisions of Section 32.
- 9. When an alternate assignment is given, the duty period commences with the check-in for the newly assigned sequence(s).
- 10. Notwithstanding the provisions of Section 8.0, the Company will make every effort to notify the Flight Attendant of appreciable delays affecting the Flight Attendant's arrival or departure at domicile.
- 11. A Flight Attendant cannot be junior assigned on a day s/he waived cancellation pay protection.
- U. The Company may utilize a Flight Attendant who is traveling non-revenue to work a flight when circumstances at an out station present the need to delay or cancel a flight due to in-flight staffing shortage. The non-revenue Flight Attendant is not under any obligation to work the flight. Should the Flight Attendant accept the flight:
 - 1. S/he will be paid at one and one-half (1.5) times the applicable trip rate for all flights flown with a minimum duty period guarantee of four (4)

 TFP. Reserve Flight Attendants will be paid above guarantee.
 - Duty time will start at the time the Flight Attendant accepts the assignment, or one hour before original scheduled departure from the out station, whichever is later.
 - 3. If more than one non-revenue Flight Attendant is available, assignment will be offered in seniority order taking into account the Flight Attendants' legalities.

- 4. Once the assignment is accepted, all applicable contact provisions will apply. The Flight Attendant will be pay protected for any other loss of flying as a result of accepting the assignment, and be paid the greater of what was flown or credited.
- V. A Scheduling Committee composed of Flight Attendant representatives will be established for the purpose of reviewing at appropriate intervals, the rules and procedures, other than those set forth in this Agreement, affecting scheduling procedures; to maintain written Flight Attendant Scheduling Policy and to adopt and implement such action as may be necessary to accomplish these things. This committee will meet monthly for the purpose of reviewing problems with scheduling.
- <u>W.</u> The responsibility of Crew Scheduling is to carry out the provisions of the Agreement and Schedule Policy only. Any differences with a Flight Attendant as to the meaning or application of the Agreement, compensation, or Schedule Policy shall be referred to a supervisor in the appropriate department.
 - <u>Crew</u> Scheduling will be responsible for approving sequence trades and giveaways, keeping reserve board updated, sick calls, Open Time and any emergencies that may arise out of rescheduling.
 - The Company will provide a toll free 800 number for Flight Attendants to use only in checking on reserve assignments, reroutes or reassignments.
- X. Flight Attendants will not be disciplined for scheduling and/or dispatch mistakes.

 Flight Attendants will be pay protected for TFP lost as a result of scheduling errors.

 If the sequence at issue involves premium pay, the Flight Attendant will be pay protected as follows:
 - 1. Charter at 2.0 for charter flights;
 - JA at 1.5 for all flights flown, and at 1.0 for TFP lost if no flying is done or for the difference between flights flown and the TFP value of the original sequence.
- Y. A scheduled deadhead to or from protecting a flight requires positive space seating, including the fourth flight attendant seat, for all Flight Attendants on the next available departure to the home domicile. On an unscheduled deadhead from protecting a flight, all Flight Attendants will be treated as revenue standby passengers. If the flight is full the most senior Flight Attendants will occupy seats and the most junior deadheading Flight Attendant will occupy the 4th Flight Attendant seat, if available. When a flight is not available after four (4) hours, the Flight Attendant will be given a hotel room and remain overnight, if s/he so chooses.

A Flight Attendant with deadhead only on the last day of a sequence will be allowed to deadhead either earlier or later than the scheduled deadhead. A Flight Attendant will be subject to reroute if contacted by Crew Scheduling. A Reserve Flight Attendant may deadhead home on an earlier flight but is still governed by the contact periods and duty limitations for the remainder of the Reserve period. When a sequence ends with a day consisting only of deadhead, lineholding and Reserve Flight Attendants will be treated the same.

Z. SCHEDULING POLICY

- 1. Sequence Construction
- a. Turnarounds will consist of a maximum of eight (8) flights and a minimum of four (4) TFP.
- No Flight Attendant will be scheduled for an eight (8) flight sequence on a Friday or Sunday night.
- c. Each <u>duty period</u> of a multi-day sequence will be scheduled for a maximum of eight (8) flights and a minimum of four (4) TFP, except that sequences may be constructed with three (3) full days of flying with deadhead only on the first or last day.
- d. In building sequences including charter flights which are to be put out for bid as charter flying, the Company shall refrain from including any regularly scheduled flying, except:
 - (1) If such regularly scheduled flying is included solely to directly and efficiently position a crew for the charter flying or to return a crew from the charter flying.
 - (2) Such regularly scheduled flying shall be limited to those flights that terminate, or begin, at a reasonably proximate location to the charter flying to efficiently locate a crew for the flying of the charter or return a crew to domicile from the charter.
 - (3) In those duty periods when regularly scheduled flying is included in charter sequences, the duty day may not be scheduled to exceed 10 ½ hours, and the four TFP minimum will apply.
- AA. Personal Drops. Personal drops will be granted if staffing levels permit, as determined by Crew Scheduling, and are subject to the following:
 - 1. No picked up flying of any sort, whether from other Flight Attendants, Open Time, VJA or charters is allowed on a Personal Drop day.
 - <u>2.</u> Personal drops are unpaid.

- 3. Personal drop requests must submitted by noon on the day prior to the day requested to be dropped, in order for the request to be processed in seniority order.
 - Personal drops will be granted in domicile seniority order, no later than 8:00 P.M. on the day prior to the day requested to be dropped. If additional drops become available after this time, Crew Scheduling will first grant them to Flight Attendants who submitted requests before noon the day prior to the day requested to be dropped, in seniority order. For Reserves, awards may go outside seniority order based on staffing as determined by Crew Scheduling, such as number of days available and/or AM/PM shift available. (Example: one Reserve available for four days, versus several Reserves available for one day. The Company reserves the right to retain the four-day Reserve and grant the Drop to the one-day Reserve.)
 - b. Flight Attendants may submit requests for drops after noon on the day prior to the day requested to be dropped. After all requests submitted by noon the day prior have been honored in seniority order, late requests will be granted on a first-come, first-served basis. For Reserves, requests will be granted on a first-come, first-served basis, according to AM/PM classification.
 - <u>c.</u> Requests for personal drops may be withdrawn any time prior to awarding of the drop requests.
 - Once granted, the request cannot be withdrawn and the Flight
 Attendant will be removed from duty for the requested day(s).

ADDENDUM TO SECTION 10

SCHEDULING

1. Explain how 10.Z.1.a & d impact scheduling and pay?

The language in 10. Z.1.a & <u>c</u> has been defined to mean that the eight (8)-flight restriction is a scheduled flying limitation to eight (8) take-offs per duty period, and the four (4) TFP requirement is a pay minimum for four (4)TFP per duty period.

The procedure for applying the terms of Section 10.Z.1.a and c is as follows:

Turn-around sequences - i.e. one duty period

- 1) For turn-around sequences, one four (4)-TFP minimum will apply.
- 2) For all-nighters, one duty period falling in two calendar days, one four (4) TFP minimum will apply.

Multi-day sequences

- For multi-day sequences, a four (4)-TFP minimum will be applied to each duty period, making a two (2)-day sequence worth a minimum of eight (8) TFP.
- 2) If there is a full calendar day (midnight to midnight) within a sequence which has no duty, an additional four (4) TFP minimum will be applied to that day. However, the four (4) TFP minimum does NOT apply to a 24-hour or longer period within a sequence which has no duty, but does NOT span midnight to midnight.

Example 1: 28-hour layover from 11:00 p.m. to 3:00 a.m. the following day, four (4) TFP minimum applies.

Example 2: 28-hour layover from 1:00 a.m. to 5:00 a.m. the following day, four (4) TFP minimum does NOT apply.

Two sequences separated by legal rest yet falling in a single calendar day will be considered two separate duty periods. The four (4) TFP minimum applies to EACH duty period totaling a minimum of eight (8) TFP.

2. What is a move-up?

A move-up is when Crew Scheduling assigns you to a different sequence on a day you are scheduled to work, also called a "reassignment" or "same day schedule change." Move up occurs at check-in. (Section 10.S.)

3. Explain reassignment and same day schedule changes.

Reassignments or same day schedule changes can occur before or during the scheduled sequence; you can be assigned to different flights, or the flights to which you are assigned may be altered. Reassignment occurs on day(s) when already scheduled to work. Reassignments or same day scheduling changes will not schedule you to be on duty for longer than twelve hours thirty minutes (12:30). (Section 10.<u>S.</u>) Junior Available occurs on days off or at the end of a completed sequence. (See Section 9 for rules governing JA.) See Arbitration #48-98 (Knowlton 2/23/99).

Unscheduled overnights are covered under Section 21.0. Reassignments or reschedule which results in a RON on a scheduled day off is covered in Section 9.C.1.i. Reassignment or reschedule which does not result in flying into a scheduled day off is covered under Section 21.0.

4. If due to operations I don't get home in time to fly a sequence I picked up, am I pay protected for the second sequence? Am I given points for a No Show?

If you pick up a sequence with the required domicile crew rest and No Show due to operations or a reassignment to alternate flights on the earlier sequence, you are pay protected for what you cannot fly, and there is no impact on your attendance record. (Sections 8.Q, 10.S, 21.N and 32)

5. If I'm deadheading, will I be seated in a passenger seat?

Yes. In the event of a full flight, you may be reseated in one of the jumpseats. (Section 10.Y)

<u>6.</u> Can I be required to work on my scheduled day off due to a scheduling change?

Yes, if you are a lineholder. See Q & A Addendum to Section 9, #3 for compensation. No, if you are a reserve. See Section 11.B.3.

7. What happens if I'm a lineholder and due to operations, a duty period carries into a day off?

When operations cause the duty period of a lineholder to carry into a day off, the lineholder will be assigned an additional day off in the same lineholder month, provided the following conditions are met:

- a. The lineholder's schedule for the month contains no more than 12 days off at the time of the assignment that carries the lineholder into a day off.
- b. The lineholder's schedule has a sufficient number of days remaining to allow for an additional day off in the same lineholder month. If assignment of the day off requires that a multi-day sequence be broken, the lineholder will be placed back on the sequence at a SIP, if possible, and pay protected only for the first day dropped. If the Company determines that it is necessary to drop the entire multi-day sequence, the lineholder will be pay protected only for the first day of the sequence.
- The lineholder may opt to be paid four (4) TFP for pay in lieu of an additional day off. The lineholder must inform crew scheduling of her/his choice of pay instead of an additional day off immediately upon return to the domicile. If the lineholder's schedule does not have a sufficient number of days remaining to allow for an additional day off in the same lineholder month, s/he will be paid four (4) TFP.

- 8. Can I be required to fly eight (8) flights on a Friday or Sunday night?
- 9. Can I ever be scheduled over ten hours and thirty minutes (10:30) duty?

Yes, on days where flights are flown to, within or from Russia, you may be scheduled over ten hours and thirty minutes (10:30) duty, or for Charters placed up for bid.

10. When do I receive a four (4)-TFP minimum per duty period pay guarantee?

Lineholder and Reserve Flight Attendants will be paid a minimum of four (4) TFP for each duty period of a sequence that contains less than four (4) TFP, except where a Flight Attendant elects to break a sequence at a SIP, in which case the Flight Attendant will be paid for flights actually flown. This includes charter flying, Reserve flying assignments, additional duty periods on days off and Open Time sequences. Only those SIP'ed sequences that the Company has put into Open Time will be eligible for the four (4) TFP minimum. (Section 10.Z.1.a and c and Q & A Addendum to Section 10, #1.) See also Arbitration #54-94 (Wollett 6/29/96) and #55-94 (Gaunt 4/7/97).

11. Can the Company change a scheduled deadhead flight to a working flight on a sequence dropped into Open Time?

Yes, as long as the change occurs prior to the sequence being picked up. All other reassignments are subject to the provisions of Section 10.S.

12. If my original assignment is a three-day sequence, can I be reassigned to three turns?

Yes. However, once you have flown flights equal in number to or greater than your original assignment, you are not required to fly another sequence as part of the reassignment.

- 13. Do I have to sit and work the associated safety and service position? Yes.
- 14. Can I be requested to assist in boarding a flight I am not assigned to fly?

Yes. If you are on duty, you may be required to assist in boarding and will be paid one-half (.5) TFP for each boarding. If assisting in boarding the flight extends past the end of your debrief period, your schedule will be adjusted to provide you with the amount of rest required by Section 8.Q. However, if you waived contractual rest because you picked up a sequence, your schedule will be adjusted to provide you with no less than the amount of rest on your schedule before being assigned to board a flight, unless you elect otherwise. You will not suffer a loss of pay as a result of a schedule adjustment necessitated by a boarding assignment which extends beyond your debrief. The resulting schedule adjustment may include reassignment to a new sequence, or assignment to position you for your original sequence. If assisting in boarding a flight extends past the end of your debrief period causing the duty period to exceed twelve hours and thirty minutes (12:30),

the reassignment provisions of <u>8.G. and H. apply</u>. See also Arbitration decision #77-97 (Horowitz, 8/19/98). For Reserves see Section 11.F.8.

If you are not on duty, your assistance may be requested, and if you agree, you will be paid one-half (.5) TFP.

15. How are my minimum days off affected by planned absences?

Your minimum days off are reduced by 0.4 day(s) for each day of planned absence. This number will be rounded down if it is at or below 0.4 (1.4, 2.4, etc) and rounded up if at or above 0.5 (1.5, 2.5, etc).

Example: You have 7 days of vacation in a 31-day month. Your minimum days off will be prorated as follows:

 $7 \times 0.4 = 2.8$, round up to 3.0

Minimum days off (excluding vacation) are 12-3 = 9 for a lineholder and 13-3 = 10 for a Reserve.

Example: 13 days of medical leave in a 30-day month:

 $13 \times 0.4 = 5.2$, round down to 5.0

Minimum days off (excluding medical leave) are 12-5 = 7 for both lineholders and Reserves

RESERVE

A. APPLICATION OF SECTION 8

The provisions of Section 8 will apply to Reserves except as specifically provided for otherwise within this Section and/or Addendum to this Section. Reserves will be entitled to the same benefits on the same basis as Lineholders.

B. GENERAL

- The Reserve system will be on a seniority bid basis. All Flight Attendants in each domicile may bid reserve.
- 2. Except as otherwise provided in this Section, any Flight Attendant sitting Reserve will be considered a Reserve Flight Attendant for purposes of this Section.
- 3. A Reserve will be scheduled for and receive a minimum of twelve (12) days off in a 30-day bid month and a minimum of thirteen (13) days off in a 31-day bid month. A Reserve will not be awarded a line with more or less than the minimum number of days off unless s/he so requests in the bidding process. Scheduled Reserve blocks, including one (1) day blocks, will be separated by not less than forty-eight (48) hours off. A one (1) day block on the last day of the bid month does not have to be followed by forty-eight (48) hours off in the following bid month.
 - a. When a duty period <u>carries</u> into a day off, the Reserve will be assigned an additional day off in the same reserve month, provided the following conditions are met:
 - The Reserve's schedule for the month contains no more than 12 or 13 days off, as applicable, at the time of the assignment that carries the Reserve into a day off.

 The Reserve's schedule for the month contains no more than 12 or 13 days off, as applicable, at the time of the assignment that carries the Reserve into a day off.

AND

- 2) The Reserve's schedule has a sufficient number of reserve days remaining to allow for an additional day off in the same reserve month. If the Company cannot assign an additional day off in the same reserve month, the Reserve will be paid four (4) TFP above her/his guarantee.
- b. When the conditions of Paragraph 3.a are met, the Reserve will have the option of either converting to a PM Reserve for the remainder of that day and receiving an additional day off (or payment in lieu thereof if applicable), or taking the day off as scheduled. The Flight Attendant must notify Crew Scheduling immediately if s/he elects to convert to a PM

Reserve. If the Reserve elects to convert to a PM Reserve and the Reserve's schedule has sufficient number of reserve days remaining, the Reserve will be assigned an additional day off in the same reserve month. If the Company cannot assign an additional day off in the same reserve month, four (4) TFP will be paid above the Reserve's monthly guarantee.

- c. For the purposes of calculating days off under Paragraph B.3.a.1 only, in addition to regularly scheduled days off, any vacation day will be considered a day off (trips picked up during vacation will count as days on). Other scheduled reserve days or days of scheduled duty from which a Reserve has been released from duty, e.g., sick leave, jury duty, company business, union business, emergency drops, bereavement leave, pay protection, leaves of absence (other than days off scheduled prior to the commencement of the leave) and No Shows, shall not be considered days off.
- d. If a Flight Attendant picks up a sequence from Open Time or trades with or picks up a sequence from another Flight Attendant, and it overlaps into the new month as a result of irregular operations, the day(s) off will be restored as provided in Paragraph B.3.
- A Reserve may be assigned several sequences or portions of sequences the same reserve day within duty period limitations.
- 5. A Flight Attendant awarded a reserve line cannot be JA'd. A Lineholder who picks up a reserve day(s) may be JA'd only when contacted at check-in for the reserve assignment or while the reserve assignment is in progress. A Flight Attendant awarded a reserve line who picks up a sequence on day(s) off can be JA'd at the completion of the sequence, provided that the JA assignment releases by midnight of that day and is made part of the same duty period.
- A reserve block of days will be completed at the end of the block, and the Reserve will be returned to her/his home domicile for her/his domicile rest.
- 7. A block of reserve day(s) that touches another block in a new month becomes a single block.
- 8. A Reserve will receive at least nine (9) hours rest at domicile. Upon return to domicile and release from duty, a Reserve will not be obligated to be contactable during the first nine (9) hours of rest, regardless of her/his Reserve Availability. If Crew Scheduling contacts the Reserve with a legal assignment during any portion of this rest that coincides with the Reserve's availability period, the Reserve must accept the assignment.

9. A Reserve due compensatory rest under Section 8.H will receive such rest at the completion of the sequence containing the duty period over 12:30. The Company will not assign additional flying following the completion of the sequence.

C. CLASSIFICATIONS OF RESERVES

There are three (3) classifications of Reserve: A.M. Reserve (AM), P.M. Reserve (PM) and Extended-Day Reserve (ER).

Flight Attendants bid for and are awarded in seniority order to an AM line or a PM line. Each classification has a period as designated below during which the Flight Attendant must be contactable and available for assignment.

2. Reserve Availability Periods

- a. AM Reserves must be available for contact and assignment between 12:00 AM (midnight) and 2:00 PM. Any assignment must commence within the reserve availability period.
- b. PM Reserves must be available for contact and assignment between the hours of 10:00 AM and 12:00 AM (midnight). Any assignment must commence within the reserve availability period.
- ER Reserves must be available for contact and assignment from midnight to midnight. Any assignment must commence within the reserve availability period.
- <u>d.</u> Reserves may be given assignments for the next day consistent with their reserve classification.
- 3. Number of Extended Days (ER) and Conversion to ER
 - a. Each Reserve line will have a maximum of three (3) ER days designated in each scheduled Reserve line. These designated ER days may only be scheduled on the first day of a block.
 - In addition to the three (3) designated ER days, the Company may convert a Reserve to ER status a maximum of one (1) time per bid month.
 - c. A Reserve may be notified any time during her/his contact period that s/he is to be converted to ER on any day during the current block. A Reserve may also be converted on the last day of a block for the first day of the next block.
 - If a Reserve is converted to ER and subsequently trades or gives away the affected day, the conversion counts as referenced in 3.b.

- 2) A Reserve can be contacted outside her/his contact period and notified that s/he is being converted to ER. In such case, if the Reserve is assigned to fly while on ER, s/he will be paid 2.0 times the applicable trip rate, of which 1.0 will be paid above the guarantee for all flights actually flown.
- A Reserve may be converted to ER for a period less than 24 hours. The conversion counts toward the one conversion allowed in a month.

4. Impact of Sick Call on ER

- a. If a Reserve calls in sick for an ER day, the following day of her/his block becomes the ER day. If s/he is sick for more than one day, the day s/he returns to Reserve status within the current block is designated the ER day. If a Reserve calls in sick for an entire block of Reserve days, the ER day is not carried over to the next block.
- A change of an AM/PM Reserve day to an ER day under a. above does not count as a conversion to ER day status under Section 11.C.3.b. above.

D. SCHEDULING/NOTICE TIME TO REPORT

- The Company will accept up to two (2) contact numbers, for the purpose of contacting the Reserve with a reserve assignment.
 - a. It is the Flight Attendant's option as to what type of contact number s/he provides (e.g., wireless phone, land phone or pager number). If Crew Scheduling reaches the Reserve's voice-mail, the scheduler will leave a message requesting a return call.
 - <u>b.</u> The phone number(s) will be given no type of priority order.
 - A Reserve's report time will begin when both numbers have been called, if two have been provided. If only one number has been provided, the report time begins when that number has been called.
 - d. A Reserve will be responsible to respond with a call to Crew Scheduling within fifteen minutes (:15) of the calls when both numbers have been provided. If only one number has been provided, the Reserve will be responsible to respond, within fifteen minutes (:15), when that number is called.

- 2. Notice of Time to Report
 - a. A Reserve will be given a minimum of two (2) hours' notice to report. The notice to report is measured from the time the Reserve's contact number(s) has been called until the Reserve checks in for the assignment.
 - b. When a Reserve is given an assignment to a co-terminal, s/he will make her/his best effort to report within two (2) hours.
- 3. A Reserve may be given less notice to report than the hours outlined in D.2.a, in which case the Reserve must make every effort to report within that time frame. There is no penalty for failure to make departure or check-in for an assignment given with a reduced notice period; however, the Reserve remains obligated to report no later than two (2) hours of being contacted. When a Reserve is unable to make the departure of a flight when given a reduced notice period, the Company must, upon her/his arrival:
 - Reassign the Reserve to a sequence with a check-in or scheduled departure of no more than one (1) hour <u>after</u> her/his arrival;
 - Reassign the Reserve to APSB; or
 - c. Release the Reserve, in which case s/he will be placed <u>back</u> on the <u>Reserve list for her/his reserve classification with credit</u> for Show-No Go.
- 4. Flight Attendants assigned to Reserve duty must be able to be on board the aircraft in full uniform no later than two (2) hours after notification.
- Start of duty time for purposes of per diem and duty-day limitations begin at the time a Reserve is required to report for duty or the actual reporting time, whichever is later.
- 6. All Reserves must check their Company e-mail upon completion of their assigned sequence at domicile/co-terminal within their thirty-minute (:30) debrief period prior to leaving the secure area of the terminal.
 - a. The Company e-mail will advise the Reserve as to whether s/he has been given an additional assignment for the same duty period or for the next Reserve Availability Period, as applicable. If s/he has been given another assignment, s/he will contact Crew Scheduling to confirm notification.
 - The Company may also contact the Reserve through other means.
 - c. If the Company e-mail does not notify the Reserve of another assignment during the same duty period, s/he will be released

- into domicile crew rest, with no obligation to remain contactable for at least nine (9) hours.
- d. In the event of <u>a lack of computer access or a computer</u> system failure, <u>Reserves</u> are required to call Crew Scheduling upon completion of their assigned sequence at domicile/ <u>coterminal</u> within the thirty-minute (:30) debrief period prior <u>to</u> leaving the secure area of the terminal.
- 7. Once an assignment has been given, the Reserve must remain contactable during her/his Reserve Availability Period, until two (2) hours before the scheduled check-in for the sequence or assignment.

 S/he may be contacted by Crew Scheduling during those two (2) hours, but is not obligated to be contactable.
- 8. A Reserve may be contacted outside of her/his Reserve Availability period, on a day s/he is on reserve, for an assignment. The Reserve is not required to be contactable or to answer the call. If the Reserve answers the call, s/he must accept the assignment, and will be paid 2.0 times the applicable trip rate, of which 1.0 will be paid above the guarantee for all flights actually flown in the duty period until the Flight Attendant receives legal rest.
 - a. If the reserve assignment results in the Reserve falling below the FAA "24 in 7" rest requirement, as a result of other "picked-up" flying on the Reserve's line, the Reserve will be pay protected for any flying removed from her/his line in order to restore the FAA-required "24 in 7" rest. The Reserve may be scheduled to pick up the sequence at the SIP, or to deadhead into position to fly the remainder of the sequence. All legalities will apply, and pay protection will be in addition to any applicable premium pay.

E. ORDER OF ASSIGNMENT

- 1. Within each reserve classification and days of availability, the Reserve with the least amount of TFP flown or credited as a Reserve in the bid month (low time) will be the first assigned to open sequences/assignments. The following procedures will apply:
 - a. "Low time" means the Reserve, within each classification and days of availability, with the lowest amount of TFP flown or credited to date as a Reserve, in the current bid month.
 - b. To balance flying among Reserves, the Reserve with the lowest time will receive the highest-time assignment from the available assignments that are within her/his Reserve classification and days of availability.

c. Creation of the List

- On the first day of each bid month, Reserves will be <u>1)</u> listed in order of seniority by days of availability for each Reserve classification. The list will remain in seniority order, and assignments will be made in order of seniority, until all Reserves within the given classification have been given an assignment or been otherwise credited TFP. As each Reserve completes the assignment, s/he will be placed below those Reserves who have not flown a sequence or been credited any TFP and who have the same number of days of availability, on a lowtime, first-assigned basis. Once all available Reserves within the classification and days of availability have completed an assignment or otherwise been credited TFP, reserve assignments will be made on a low time-first assigned basis (in order of seniority if more than one (1) Reserve has the same amount of TFP flown or credited for that bid month).
- 2) If a duty period overlaps midnight at month-end, the flying in that duty period will not be counted for purposes of creating the low-time, first-assigned list in the new month.
- If a sequence overlaps between months, flying in any duty period that began and was completed in the previous month will not be counted for purposes of creating the low-time, first-assigned list in the new month; flying in any duty period that begins in the new month will be counted for purposes of creating the low-time, first-assigned list in the new month.
- d. A Reserve returning from day(s) off will be placed on the assignment list for her/his reserve classification and days of availability in order of low time, first assigned (in order of seniority if more than one (1) Reserve has the same amount of TFP flown or credited for that bid month).
- e. Except as provided in E.1.f, when a Reserve assignment becomes available, the Reserve at the top of the list will receive the assignment, provided that s/he is legal for the assignment.
- <u>f.</u> Order of Assignment may be adjusted to prevent JA'ing, to avoid a conflict with a scheduled sequence in the new month and/or to conduct a probationary check ride.

- g. If a Reserve picks up additional reserve day(s) and attaches them to a block on her/his original line:
 - Any TFP flown or credited on the additional day(s) will not count toward low time if the assignment falls entirely within the picked up days.
 - 2) Any TFP flown or credited on the additional day(s) will count toward low time if the assignment overlaps between picked up and original day(s).
- h. Sequences from Open Time will be assigned to Reserves no earlier than noon the day prior to the check-in for the sequence.
- I. If two (2) or more Reserves are called out for the same sequence, the more senior Reserve(s) may choose the position s/he wishes to fly.
- Reserve Recording. The <u>low-time</u> position lists shall be placed on a telephone recording by Crew Scheduling, beginning at 6:00 AM and will be updated every four (4) hours. If the telephone recording is not updated on time, the Flight Attendant will be permitted to call directly to Crew Scheduling to receive up-to-date information. This right to call in does not relieve a Reserve from being contactable during her/his contact period. The same information will also be available on the Crew Scheduling website.

F. AIRPORT STANDBY

- 1. Airport Standby (APSB) may be assigned to any Reserve, provided that the assignment complies with Paragraph F.5.a. APSB will not be assigned mid-sequence.
- Up to six (6) Reserves in each domicile and in each co-terminal may be assigned APSB at any given time. The report times for Reserves assigned APSB may be staggered. Reserves may be assigned APSB at more than one co-terminal and/or domicile as follows:
 - a. If a Reserve on APSB at a domicile or co-terminal is assigned a sequence departing from another domicile or co-terminal or reassigned APSB at a different co-terminal/domicile, the Company is responsible for arranging and paying for the transportation of the Reserve. An APSB Reserve will not be required to drive from one co-terminal/domicile to another.
 - b. The Reserve will be credited with the appropriate deadhead or surface deadhead pay as a result of the assignment or reassignment described within this paragraph.

- APSB pay continues during the transportation of a Reserve on APSB from one co-terminal/domicile to another for continued assignment to APSB.
- 3. An APSB Reserve will scan in at the beginning of the APSB period and, if s/he has not been given a flight assignment, scan out at the end of the APSB period. S/he may leave the APSB area as long as s/he remains contactable.
- 4. APSB is duty time for purposes of per diem and compensation under paragraph 11.F.11 and 12, and duty day limitations under paragraph 11.F.9 and 10, will begin when the Reserve is scheduled to report or actually scanse in to sit APSB, whichever is later, unless the assignment to APSB was made as part of a continuation of duty.
- 5. The maximum time assigned to APSB will not exceed four (4) consecutive hours per duty period. APSB Reserves may be assigned a sequence scheduled to depart no more than two (2) hours after release from an APSB period. The Reserve is not required to be contactable from release from the APSB period until check-in for the sequence.
 - a. An AM Reserve may not be assigned an APSB period that ends after 12:00 PM, and a PM Reserve may not be assigned an APSB period that ends after 10:00 PM. An ER may be assigned to any APSB period.
- 6. Pre-assignment of APSB Reserves. Crew scheduling may assign a Reserve to an APSB period of no more than two hours prior to, and in conjunction with, a sequence assignment. The APSB will fly that sequence unless the needs of the operation (e.g. short notice sick call, mis-connect, No-Show, etc.) require that the APSB be assigned to a different sequence.
- 7. When a Reserve is released from APSB duty without a <u>sequence</u> assignment, s/he may leave the airport, but must remain contactable within her/his <u>Reserve Availability Period</u>, excluding the first two (2) hours after the completion of the APSB period.
- 8. An APSB Reserve may be assigned to assist with boarding without being assigned to a flight. There is no additional compensation for boarding a flight while on APSB duty. After the completion of an APSB period, prior to check-in for an assigned sequence, a Reserve may be requested, but is not required, to assist in boarding a flight and will be paid the one-half (0.5) TFP.
- 9. An APSB <u>Reserve</u> may not be given an initial <u>flight</u> assignment with a scheduled duty day exceeding ten hours and thirty minutes (10:30). The scheduled duty period of an APSB, including time spent on APSB plus any <u>flight</u> assignment(s), may not exceed twelve hours and thirty minutes (12:30) as measured from initial report to release into legal crew rest. If the Reserve is released from APSB without being given an

- assignment and later is assigned a sequence in the same duty period, the total duty time may not exceed twelve hours and thirty minutes (12:30) as measured from initial report until release into legal crew rest.
- 10. At the termination of the sequence at the home domicile, the APSB must have additional rest if a duty period exceeded twelve hours and thirty minutes (12:30) but did not exceed fourteen (14) hours. The amount of time over twelve hours and thirty minutes (12:30) up to fourteen (14) hours will be doubled and added to her/his legal rest requirement. If total duty time exceeds fourteen (14) hours, then the APSB Reserve, at the termination of the sequence at the home domicile, must have time off equal to double the time spent on duty on the day the duty time exceeded fourteen (14) hours. If the Reserve is scheduled for a reserve availability period during that time, s/he will be pulled from a sufficient number of hours of reserve or sufficient flights with pay to receive the necessary rest.
- 11. Compensation for APSB will be one tenth (.1) TFP for each six minutes (:06) of APSB up to the maximum of four (4) TFP per duty period. A Reserve will be credited for APSB pay plus the TFP value of flights flown or credited toward her/his guarantee. A Reserve will receive a minimum of four (4) TFP per duty period for any APSB period(s) completed without receiving a flight assignment.
- 12. Per diem begins at scan-in or scheduled report time for APSB, whichever is later, and ends when the Reserve is released from APSB. If assigned a sequence from an APSB period, per diem continues uninterrupted until release into legal crew rest at domicile. If the Reserve is released from APSB without being scheduled for a sequence, and later is assigned a sequence in the same duty period, per diem will be paid continuously from the beginning of APSB until release into legal crew rest at domicile.

G. COMPENSATION

- 1. Reserves will be paid the greater of five (5.0) TFP for each day of Reserve availability on her/his originally awarded line or the actual TFP flown or credited as a Reserve on a reserve day on her/his original line. A Reserve who calls in sick on a reserve day will have 5.0 TFP deducted from her/his sick leave bank, if available. A Reserve who drops, calls in sick without using sick leave, gives away or trades reserve day(s) will have five (5.0) TFP deducted from her/his reserve guarantee for each day.
- 2. Reserves will be paid an additional \$2.50 for each TFP actually flown on a reserve day.
- 3. Compensation for Flying on Reserve Days Off
 - Reserve days or sequences flown on days off, will be paid above the Reserve's guarantee.

- b. A Flight Attendant who picks up a reserve day and <u>does</u> not fly will be paid five (5.0) TFP per day. If a multi-day block is picked up, the minimum compensation for the block of days will be computed by multiplying the number of days in the block by five (5.0) TFP. Flying on picked up reserve day(s) that become part of a block for purposes of scheduling will be paid <u>the greater of five (5.0) TFP</u> or the TFP of flights flown on that day.
- 4. A Reserve who reports on time for a flying assignment that is no longer available and is released without being reassigned will be credited three (3) TFP toward her/his reserve guarantee. If the Reserve is reassigned (including to APSB), s/he will be paid the greater of the TFP for "Show/No-Go" (3 TFP) plus any APSB, or the TFP value of the reassignment plus any APSB.

H. EXCHANGE OF DAYS, PICK-UPS AND TRADES

- 1. Any reserve day not on the Reserve's original line that is next to an existing reserve block becomes part of that block. Any one-day block(s) not on the Reserve's original line will be an ER day. If a lineholder picks up a single reserve day, it will be an ER day. All trades or pick-ups of reserve days must be within the Flight Attendant's domicile.
- A Reserve may pick up sequences or reserve days from another Flight Attendant or from Open Time, may VJA or bid for and be awarded charters on her/his day off. These picked up sequence(s) or reserve day(s) will not count towards her/his maximum TFP duty limitations under Section 8.M or for purposes of determining order of assignment on scheduled days of reserve, except as provided in Paragraph E.1.g.
- 3. Traded or Given Away Reserve Days.
 - <u>a.</u> A Reserve may give away entire blocks of reserve days at any time.
 - b. A Reserve may give away less than an entire block (1, 2, 3, or 4 days) only one (1) time per month by breaking the block from either end. In addition, s/he may also break a block that was created by combining reserve day(s) in one month with reserve day(s) in the following month. A block may not be broken by removing a day or days from the middle of the block.
 - 1) The repositioning of one or more reserve day(s), as provided for in <u>Paragraph H.6</u>, does not count toward this one (1) time per month limitation.
 - <u>A Lineholder who picks up a block of reserve days</u> cannot trade less than the entire block.

- 4. Reserves are entitled to unlimited trading of reserve days provided that the traded days are attached to an existing block and the trade does not result in any loss of coverage on the day(s) affected by the trade. If the traded day(s) have the same classification (e.g., AM for AM; PM for PM), the reserve day(s) will maintain their original classification. If the traded day(s) do not have the same classification (e.g., AM for PM), the affected day(s) will become ER days. All ER days within a block will be positioned to the beginning of the block. This may result in having two or more ER days in a row. No ER day can have a AM/PM reserve day directly in front of it in the same block.
- Crew Scheduling may post blocks of reserve days in Open Time at any time. These blocks are available to Reserves or Lineholders for pick-up only. Posted reserve blocks will not be assigned if not picked up. Reserve days may not be picked up out of domicile.
- 6. <u>A</u> Reserve may reposition one or more days from <u>her/his</u> block(<u>s</u>) any number of times during the reserve month within FAR legalities subject to the following requirements:
 - a. Adequacy of staffing as determined by Crew Scheduling; and
 - b. If the days are repositioned next to existing days or blocks, they become part of a single block.
- 7. A Reserve may not trade or give away a reserve assignment.

ADDENDUM TO SECTION 11

RESERVE

- Are Reserves pay protected for their original assignment if they are reassigned to a sequence of lesser value?

 No.
- 2. Can a Reserve be assigned a Charter built over ten hours and thirty minutes (10:30) of duty?

Yes, a Reserve can be assigned a charter built up to fourteen (14) hours, but only in the event of a No-Show or sick call with less than three (3) hours notice. If the Charter contains a SIP, the sequence must be broken and made legal. If there is no SIP, the entire charter is paid above your reserve guarantee.

3. Does a Reserve receive a four (4)-TFP minimum guarantee per duty period on a reserve assignment?
Yes.

4. How is a Reserve paid if s/he has reached her/his guarantee and is entitled to premium pay?

Once a Reserve has reached her/his guarantee, s/he is paid like a lineholder.

5. If a Reserve Flight Attendant is assigned a sequence and for operational reasons, the Flight Attendant's duty time exceeds twelve hours and thirty minutes (12:30), will the Flight Attendant receive double rest?

Yes, unless the Reserve was on APSB. (Section 8.H)

SECTION 12

EXCHANGE OF SEQUENCES

- A. Flight Attendants are entitled to unlimited sequence trades/give-aways to other Flight Attendants (regardless of how the sequence was originally obtained) per month and unlimited pick-ups which may be approved by Scheduling on the same day as turned in. Flight Attendants are also entitled to an unlimited number of sequence trades or pick ups with Open Time subject to requirements for closed Open Time days and the provisions of paragraph G. below.
- B. Sequence trades <u>between Flight Attendants</u> must be submitted <u>at least four (4)</u> hours prior to the first flight. Electronic notification will be provided to the Flight Attendant on the same day as they are approved.
- C. A Flight Attendant may trade vacations, reserve months, lines of time, sequences, junior-available assignments, VJA assignments and reserve days with other Flight Attendants or Reserve Flight Attendants which will count toward her/his maximum hourly credits.
- D. 1. Flight Attendants may give-away, pick-up or trade on the SIP provided that if the Flight Attendant scheduled to take over the sequence does not show, the Flight Attendant scheduled for the first portion of the sequence will fly the remainder of the sequence. The Flight Attendant must remain with the aircraft until the relief Flight Attendant arrives.
 - Only those SIP'ed sequences that the Company has put into Open Time will be eligible for the four (4) TFP minimum for the duty period in which the SIP occurs. The Company will identify those sequences that it has placed into Open Time. Reserve Flight Attendants will receive the four (4) TFP minimum regardless of the origin of a SIP'ed sequence.
 - 3. No sequence trading or trading of reserve day(s) or block(s) involving the last five (5) days of the current month will be allowed during the line award process.
- E. A Flight Attendant will not lose the ability to trade or give away sequences as disciplinary action, except in the event of a No Show on a sequence trade.
- F. Trades involving vacation days are unlimited and must be approved by the first day of the month preceding the month in which the vacation falls.
- G. Trades with Open Time
 - 1. A minimum of twelve (12) days will be open in a month for at least the first twenty-four (24) hours, commencing when Open Time becomes available.
 - Eollowing the awarding of bid lines, there will remain a minimum amount of open time in each domicile, consisting of TFP equal to 25% of the total number of Flight Attendants in the domicile. (Example: If the Seattle domicile has 1,000 Flight Attendants, there will be a minimum

- of 250 TFP of open flying remaining in the domicile after the awarding of the bid lines.)
- 3. Flight Attendants may pick up sequences from Open Time up to four (4) hours prior to departure of the first flight, provided that the trip remains in Open Time. However, the Company may assign trips in Open Time to Reserves from 12:00 noon on the day prior to check-in, provided that no Flight Attendant has requested the sequence prior to the Reserve assignment.
- <u>4.</u> All sequences considered Open Time may be traded, <u>subject to the following limitations:</u>
 - a. A Flight Attendant may trade a sequence for another sequence containing more days, without respect to the number of flights contained in the sequences.
 - b. Trades may be for fewer days if the sequence to be placed on the Flight Attendant's line is within a three (3) flight difference of the traded sequence. If a Flight Attendant is picking up or trading for more than s/he is giving to Open Time, then the difference in the number of flights is unlimited.
 - Trades involving sequences containing the same number of days may be traded, without respect to the number of flights contained in the sequences.
 - d. Trades involving multiple sequences must be traded day for day or for a greater number of days (e.g. three turns for a three-day sequence; a three-day sequence for a turn and a two-day sequence; or a two-day sequence for a three-day sequence.
- H. Flight Attendants may <u>submit</u> requests for <u>out-of-domicile</u> pickups beginning on the first day of the new bid month. Flight Attendants are limited to two (2) out-of-domicile pick-ups in a bid month. Flight Attendants are responsible for <u>ensuring</u> that sufficient time is allowed to position themselves for the sequence picked up.
- I. Charters will be bid and awarded by seniority. However, no more than one charter which originates in a calendar day will be awarded unless no one else bids the second or subsequent charter. In addition a Flight Attendant must have at least two (2) hours between sequences, whether between scheduled flying or charters, to be eligible for a charter award. Charters may not be traded once they have been awarded.
- J. A double covered sequence is one which has been awarded to two (2) Flight Attendants. When a double covered sequence occurs, the Company must offer a comparable sequence as well as the awarded sequence to the Flight Attendants. The Flight Attendant who was awarded the sequence first has first option as to which sequence to fly. The following guidelines apply:

- 1. If the comparable sequence is less than the scheduled sequence, the Company will make up the difference;
- 2. The Flight Attendant first awarded the sequence has the option of not flying either sequence and not receiving compensation;
- If Scheduling has no comparable sequence to offer, the Flight Attendant who was awarded the sequence first shall fly the sequence and the other Flight Attendant shall be compensated for the double covered sequence;
- 4. The comparable sequence shall be on the same day as the double covered sequence, and may be either an A.M. sequence or a P.M. sequence. When comparable sequences are assigned the hours between sequences will be as great as the Flight Attendant already allowed her/himself if under twelve (12) hours. If the Flight Attendant has kept him/herself legal, legalities will be honored up to a maximum of twelve (12) hours between sequences.
- K. All Crew Scheduling errors involving sequence trades and/or pickups will be resolved pursuant to Paragraph J with the following understanding:
 - 1. Crew Scheduling will offer a choice between the original sequence and a comparable sequence to the Flight Attendant who should have been awarded the trade or pickup at the time the scheduling error becomes known to Crew Scheduling.
 - 2. Crew Scheduling may refer to those sequences in both Open Time and the Flight Attendant One-Ways for the purposes of offering a comparable sequence, provided, for those sequences in One-Way Trades, that there are no pickup requests pending for any such comparable sequence. Additionally, such comparable sequence will not be removed from Open Time or the One Way trade box until it has been selected by an affected Flight Attendant. If a sequence is removed from the One-Way trade box, it will also be removed from the line of the Flight Attendant offering the sequence for the one-way trade.
 - 3. Under Paragraph J, a comparable sequence will be one that begins on the same day as the Flight Attendant's original sequence, and consists of the same number of days, or fewer. Likewise, a comparable sequence will begin in the AM or the PM, consistent with the Flight Attendant's original sequence. A comparable sequence will be scheduled to return to domicile no later than the Flight Attendant's originally scheduled sequence. No comparable sequence will be scheduled with a domicile RON.
 - 4. If the Flight Attendant declines the comparable sequence, s/he waives pay protection.
 - 5. If there is no comparable sequence, the provisions of Paragraph J.3 will be applied.

6. A Flight Attendant who flies a comparable sequence will be guaranteed the value of the original sequence. If flying the comparable sequence results in the Flight Attendant flying more than the original sequence, the flying in excess of the original sequence will be paid at 1.5 times the applicable trip rate. If the flying exceeds three flights above the original sequence, the Flight Attendant will, at her/his option, be entitled to a day off in lieu of 1.5 times pay.

ADDENDUM TO SECTION 12

EXCHANGE OF SEQUENCES

1. Are there any limitations on trading with Open Time?

Yes. Please refer to Section 12.G. for these limitations.

2. Is there any consequence that relates to a No-Show on a sequence I received through a trade with another Flight Attendant or Open Time?

Yes. If you No Show a sequence you received by trading you will lose the ability to trade with Flight Attendants or Open Time for the next calendar month. Pickups are allowed. For sequences picked up, you will receive only the no-show. (Section 12.E.)

3. Can I fly a sequence from another base?

Yes. Beginning on the first of the month a Flight Attendant can pick up a maximum of two sequences from another domicile. The Flight Attendant is responsible to position for the sequence. Any request for out of domicile Open Time pickups must be submitted <u>four (4)</u> hours prior to departure. Giveaways out-of-domicile are unlimited and must follow the same guidelines for pick up of sequences out of domicile. (Section 12.B. and 12.H.).

4. Will I be awarded a charter if it conflicts with my scheduled flying?

No. In addition, you must have a minimum of two (2) hours block-to-block between charters, and the total duty period may not exceed 14 hours in accordance with FAR limitations to be eligible for a charter award. (Section 12.I.)

5. Can Charter flights be linked with non-charter flying to form a sequence and posted for Charter bid?

Yes, as long as the non-charter flying is to directly and efficiently position the Flight Attendant.

6. Can I bid for Charters in other bases?

Yes, provided your bid is submitted to the base where the Charter originates. You must position yourself to fly the entire sequence as scheduled.

7. If I SIP the second part of my sequence to another Flight Attendant and the Flight Attendant is absent due to circumstances other than a No-Show, who is responsible to cover the sequence?

Crew Scheduling will replace the absent Flight Attendant. (Section 12.D.)

8. Can I SIP the first half of my sequence to a Flight Attendant and the second half to a different Flight Attendant?

Yes. (Section 12.D)

9. If I bid and am awarded a Charter that has a scheduled duty period of twelve hours and thirty minutes (12:30) or less, have I waived crew rest if the actual duty period exceeds twelve hours and thirty minutes (12:30)?

No. See Addendum to Section 8 for pay information.

10. If I bid and am awarded a charter that has a scheduled duty period of more than twelve hours and thirty minutes (12:30), have I waived crew rest provided in Section 8.H? Will I receive over duty pay?

Yes, you have waived crew rest. See Q &A Addendum to Section 8, No. 8 for pay information.

11. How much rest is required to pick up a Reserve day on the day immediately preceding or following a sequence?

Reserve Day Before the sequence: You must allow a minimum of nine (9) hours from the end of your reserve day until report for the sequence.

If you are picking up any Reserve day, the report time of the sequence must be 9:01 am or later or you cannot pick up the reserve day.

Reserve Day After the sequence: You must allow a minimum of nine (9) hours from the release of the sequence to the beginning of the assignment period as a Reserve.

The scheduled release time of the sequence must be 3:00 pm or earlier in order to pick up an ER or AM Reserve Day.

The scheduled release time of the sequence must be 3:00 am or earlier in order to pick up a PM Reserve Day.

12. How much rest is required to pick up a sequence immediately preceding or following a Reserve Day?

You must allow at least nine hours from release to report; however, to receive pay protection in the event that you become illegal for the sequence following the reserve day, or for the reserve day following the sequence, you must allow at least eleven and one-half hours of rest from release to report.

If you are picking up a sequence before an <u>ER or AM Reserve Day</u>, the sequence must have a scheduled release time of 3:00 pm or earlier or you cannot pick up the sequence.

If you are picking a sequence before a <u>PM Reserve Day</u>, the sequence must have a scheduled release time of 3:00 am or earlier or you cannot pick up the sequence.

Pick up of sequence after Reserve day.

If you are picking up a sequence after any Reserve day, the sequence must have a scheduled report time of 9:01 am or later or you cannot pick up the sequence.

UNIFORMS

- Α. Standard uniforms as prescribed by the Company in the Flight Attendant Manual shall be worn by the Flight Attendant at all times while on duty and at such other times as may be required.
- B. The Company will bear the cost of the first basic uniform and required 1. accessories. A Probationary Flight Attendant will bear the cost of optional uniform pieces selected by her/him. A Flight Attendant will be required to maintain her/his uniform in a neat and clean condition at all times.
 - 2. The basic uniform shall consist of:
 - One jacket
 - <u>a.</u> b. Two bottom pieces (dresses count as bottoms; at least one skirt or one pant is required for female Flight Attendants)
 - Six shirts/blouses (any style available)
 - <u>c.</u> d. Two sweaters (any style or combination of styles; a twin set constitutes two sweaters)
 - One all-weather coat (with or without hood)
 - Two ties (male) or one scarf (female)
 - One tote-style bag
 - One suitcase
 - One logo belt
 - Two aprons (not required but may be worn in flight)
- C. At such time after the Flight Attendant has received her/his first uniform that the Company elects to completely or partially change to a new uniform, the Company, at its expense, shall provide Flight Attendants with new replacement basic uniform pieces and any required accessories.
- D. Replacement Uniforms
 - 1. The Company shall bear the cost of repairing or replacing any items of the basic uniform or required accessories that must be repaired or replaced during the current uniform because of normal wear or manufacturer's defect.
 - On January 1, 2006, each non-probationary Flight Attendant <u>a.</u> will be credited with \$300 in her/his uniform-purchase account. S/he may use these uniform credits to purchase any required or optional pieces, excluding suitcases and totes, at any time during 2006.
 - b. On January 1, 2007, and every other January 1 thereafter, each non-probationary Flight Attendant will be credited with \$600 in her/his uniform-purchase account. S/he may use these uniform credits to purchase any required or optional

- pieces, excluding suitcases and totes, at any time during the following two years.
- If aggregate uniform costs increase, the uniform credit C. amounts listed in Paragraph D.1.a and b will be increased proportionately.
- d. Upon approval by Inflight management, the Company will bear the cost of replacing required uniform pieces in excess of the amounts stated in paragraph D.1.a and b.
- Upon approval by Inflight management, the Company will e. bear the cost of repairing and/or replacing suitcases and totes. These items will not be paid for with uniform credits.
- f. During the period between the end of a Flight Attendant's probation period and the first time the Flight Attendant receives uniform credits, the Company will bear the cost of replacing required uniform pieces with approval by Inflight management.
- A Flight Attendant who is credited with fewer than 480 TFP in g. the previous year will not receive any uniform credits, but will receive necessary uniform pieces upon approval of Inflight management. A Flight Attendant on unpaid personal, military, extended, medical, maternity, FMLA, Alaska Family Leave. worker's compensation or parental leave of absence, or on a furlough (including voluntary furlough), will have the 480 TFP threshold reduced by one and one-third (1.333) TFP for each day on which s/he was on the leave of absence or furlough. A Flight Attendant with less than one calendar year of service will have the 480 TFP threshold reduced by one and one-third (1.333) TFP for each day from January 1 to her/his hire date.
- 2. If any part of the basic uniform or required accessories is changed or added to during the life of the then current uniform, such item will be paid for by the Company.
- 3. Flight Attendants will be required to bear the initial and replacement cost of optional pieces.
- E. The Company will furnish insignias required to be worn by the Flight Attendants.
- F. Upon resignation or termination of employment for just cause, a Flight Attendant will return all uniform pieces purchased by the Company to Inflight management.
- G. The Association will be given notice of the Company's intent to change the uniform or any portion thereof. The Company will consult with the Flight Attendant Uniform Committee and consider their recommendations before making any change in the style, color or material of the uniform. In addition, the Company will consider the recommendations of the Association Safety, Health and Security chairperson in

regard to materials available, including applicable FAA or NTSB flammability standards.

- H. If footwear of a particular style and brand is prescribed or furnished by the Company and is proven to be injurious to the foot or is uncomfortable to the individual Flight Attendant, s/he may purchase approved footwear comparable in style and price to the footwear prescribed or furnished by the Company and be reimbursed with proof of purchase.
- I. To be entitled to replacement uniform pieces or luggage, the Flight Attendant must turn in the pieces to be replaced.
- J. The Company will loan Flight Attendants two (2) maternity uniforms which must be returned in usable condition, cleaned and pressed, within thirty (30) days after the Flight Attendant goes on maternity leave.
- K. In the event that a Flight Attendant's Company-issued luggage is stolen from the aircraft while on duty or from the crew hotel room, the Company will, at the Company's expense, replace the stolen basic uniform items and Company-required accessories, provided documentation satisfactory to the Company is provided, including police reports for luggage stolen from the crew hotel. If the contents of the stolen luggage includes the Flight Attendant's Manual, the Company will replace the Manual at no cost to the Flight Attendant.

ADDENDUM TO SECTION 13

UNIFORMS

1. When will payments be deducted for my uniform?

On the 20th paycheck.

2. Can I return an unused uniform item?

In order to be eligible for a refund, the items with tags attached must be returned to the Uniform Center or Inflight <u>management</u> within ninety (90) days of receipt of the item.

VACATIONS

- A. Flight Attendants will be entitled to and will receive vacations with pay as follows:
 - 1. A Flight Attendant who, as of December 31 of any year, has had less than one (1) calendar year of employment with the Company will be entitled to a vacation on the basis of one and one-sixth (1-1/6) days for each month of employment, rounded to the nearest full day. A Flight Attendant who does not have any paid time during that month will have her/his vacation entitlement reduced by 1/12 the annual entitlement for each such month.
 - 2. As of December 31 of each year, a Flight Attendant who has one calendar year or more of employment with the Company will be entitled to fourteen (14) days vacation. Employees employed five (5) years or longer will be entitled to twenty-one (21) days vacation. Employees employed ten (10) years or longer will be entitled to twenty-eight (28) days vacation. Employees employed eighteen (18) years or longer will be entitled to thirty-five (35) days vacation. A Flight Attendant who does not have any paid time during that month will have her/his vacation entitlement reduced by 1/12 the annual entitlement for each such month.
 - 3. Employment begins with the first day a Flight Attendant is placed on the Company payroll.
- B. By October 1 of each year, the list of available vacation times will be posted. Flight Attendants will be given fifteen (15) days in which to sign up for available vacation periods. Vacation periods will be granted on a seniority basis. Once assigned, vacation days may be traded subject to the provisions of Section 12, paragraph F. Trading will be unlimited, but a Flight Attendant may not have more than three (3) vacation periods in any month, unless the vacation periods were awarded during the vacation-bid award process.
- C. 1. A Flight Attendant, while on vacation, shall be paid <u>four (4) TFP per day.</u>
 Pay shall be at the rates in this agreement applicable to her/his status.
 - 2. A Flight Attendant who is credited fewer than 480 TFP in the previous year will not have her/his vacation entitlement reduced but will not be paid for such vacation. A Flight Attendant on an unpaid personal, military, extended, medical, maternity, FMLA, Alaska Family Leave, worker's compensation or parental leave of absence, or on a furlough (including voluntary furlough), will have the 480 TFP threshold reduced by one and one-third (1.333) TFP for each day on which s/he was on the leave of absence or furlough. A Flight Attendant with less than one calendar year of service will have the 480 TFP threshold reduced by one and one-third (1.333) TFP for each day from January 1 to her/his hire date.

- D. Vacations shall not be cumulative and a vacation to which a Flight Attendant becomes entitled on December 31 of any year shall be forfeited unless taken during the following calendar year. However, a Flight Attendant may be requested by the Company to forego her/his vacation if such request is in writing and agreed to by the affected Flight Attendant. In such event, the Flight Attendant shall be paid double, with vacation time to be taken later in the year at Flight Attendant choosing or accumulated to be used during succeeding year. If, due to error by the Company, the Flight Attendant is not given accrued vacation to which s/he is entitled, such Flight Attendant shall be deemed to have been requested by the Company to forego her/his vacation and will be treated accordingly.
- E. A Flight Attendant who is terminated or furloughed by the Company due to a reduction in force, or who has been employed by the Company for six (6) months and resigns with two (2) weeks or more notice shall receive pay at her/his applicable rate as of such date for all vacation to which s/he is entitled under Paragraph A or B, and unused to the date of resignation, termination or furlough.
- F. Flight Attendants with two (2) weeks or more vacation may split vacation into increments of not less than seven (7) days. Any Flight Attendant splitting fourteen (14) days or more will receive their first two (2) choices in order of seniority. Any Flight Attendant splitting her/his vacation into more than two (2) segments will bid the remaining slots after all other slots have been awarded.
- G. There will be available vacation <u>days</u> in all fifty-two (52) weeks of the year. <u>At least 5% of the annual vacation allotment for the year will be scheduled during each month, in each domicile.</u>
- H. Flight Attendants may request early vacation pay at the rate specified in Paragraph C. The request must be made at least seven (7) days before vacation. Early vacation pay will be paid on the first paycheck due the Flight Attendant that is more than seven (7) calendar days after the date of the request.
- Any Flight Attendant taking vacation which interferes with recurrent training will rebid recurrent training in keeping with staying legal.
- J. A Flight Attendant may fly during her/his vacation provided the sequence(s) or reserve day(s) are picked up or traded with another Flight Attendant or Open Time, or are awarded as a VJA. Compensation for flying will be paid in addition to vacation pay.

ADDENDUM TO SECTION 14

VACATIONS

1. Can I fly during my vacation?

Yes. (Section 14.J.)

2. Can I VJA while on vacation?

Yes. (Section 14.J.)

3. Can I change my designated vacation splits when I am trading my vacation days?

Yes, you may change your designated vacation <u>days</u> as long as the days are open and you do not create more than three (3) vacation periods in the month.

- 4. Can I trade vacation <u>days</u> with a Flight Attendant from a different domicile?

 No. (Section 28.A.6.)
- <u>Will my entitlement to vacation be reduced due to</u> a Leave of Absence?
 Unless a Flight Attendant has some paid time in a bid month during an LOA, the Flight Attendant will have her/his annual vacation entitlement reduced by 1/12.
- 6. Is vacation entitlement based on Company or occupational seniority?
 Company seniority. (Section 14.A.)
- 7. Can I choose to be paid for my vacation while on a Leave of Absence?
 Yes. You must submit a pay inquiry to Inflight Administration.
- 8. Does a low-time bid option affect my vacation entitlement?

SECTION 15

LEAVES OF ABSENCE

A. General

- Requests for leave of absence or extensions thereof and approvals by the Company shall be in writing.
- Eailure of a Flight Attendant to return to active service at the end of any leave of absence or extension thereof shall be deemed a voluntary termination of employment.

B. Personal (Staffing Adjustment) Leave of Absence

- When the requirements of the service permit, a Flight Attendant may upon proper application to the Company, be granted a leave of absence for a period not in excess of ninety (90) days. Such period may be extended for additional periods not to exceed ninety (90) days each. A Flight Attendant on a personal leave shall retain and continue to accrue seniority during such leave of absence.
- 2. If the Company, in its sole discretion, grants a leave of absence for educational purposes and later elects not to grant a requested extension of such leave, then such leave shall be terminated at the conclusion of the current quarter or semester, whichever is appropriate.

C. Medical Leave of Absence

- 1. A Flight Attendant will be given a medical leave of absence for <u>sickness</u> or injury due to physical or mental reasons when the employee submits a written request for such leave to the Company accompanied by a statement from a qualified physician recommending such leave. The Company retains the right to require a medical examination by a doctor of the Company's choosing and to invoke the provisions of Section 17 of this Agreement in which event the provisions of that Section will be binding. The Company's action granting or denying the requested leave shall be noted on the request.
- A Flight Attendant granted a <u>medical</u> leave of absence (including a probationary Flight Attendant) shall retain and continue to accrue seniority, except that in no case shall a <u>medical</u> leave <u>of absence</u> exceed a total continuous period of one (1) year unless extended by consent of the Company, in which case it may not exceed a total continuous period of four (4) years. (Workers' Compensation Leaves are not subject to the limitations contained in this Paragraph.)
- 3. A Flight Attendant may use her/his accrued sick leave <u>and/or vacation</u> for a medical leave of absence. If the Flight Attendant elects to receive compensation, s/he may draw from her/his sick leave or vacation bank in any order. However, once s/he has stopped using any form of

- compensation, s/he may not re-commence receiving compensation during the course of the same leave of absence.
- 4. When a Flight Attendant on sick leave submits a request for a Medical Leave of Absence, the Company will back date the Medical Leave of Absence to the date the Flight Attendant originally went on sick leave for that medical condition. Any points assessed prior to granting the request will be removed.
- A Flight Attendant on a medical leave of absence, who completes disability paperwork, will receive short-term disability benefits, provided that her/his health-care provider certifies that her/his disability prevents her/him from performing, with reasonable continuity, the material duties of a Flight Attendant, subject to the determination of the Company's insurance carrier or claims administrator, and any subsequent appeals under the Plan.

D. Maternity Leave of Absence

- 1. Any Flight Attendant who becomes pregnant shall notify the Company when she is no longer fit for duty due to the pregnancy, but in no event later than her 24th week of pregnancy.
- 2. The Flight Attendant may continue to work through the twenty-eighth (28th) week of pregnancy. After the twenty-eighth (28th) week of pregnancy, the Flight Attendant will be presumed disabled due to her pregnancy. After the twenty-eighth (28th) week of pregnancy, or whenever such Flight Attendant's Doctor determines that she is unable to work due to her pregnancy, whichever occurs first, the Flight Attendant will request maternity leave. When maternity leave is requested, such leave will be granted until such time as the disability caused by the pregnancy is no longer present, except for extraordinary circumstances for a period not to extend more than one hundred twenty (120) days after termination of the pregnancy.
- 3. A Flight Attendant on maternity leave of absence, who completes disability paperwork, will receive short-term disability benefits, provided that her health-care provider certifies that her pregnancy-related disability prevents her from performing, with reasonable continuity, the material duties of a Flight Attendant, subject to the determination of the Company's insurance carrier or claims administrator, and any subsequent appeals under the Plan.
- 4. A Flight Attendant on maternity leave of absence will retain and continue to accrue seniority. Her vacation and/or accrued sick leave may be used for maternity leave. If the Flight Attendant elects to receive compensation, she may draw from her sick leave or vacation bank in any order. However, once she has stopped using any form of compensation, she may not re-commence receiving compensation during the course of the same leave of absence.

- 5. A Flight Attendant shall notify the Company in writing of the termination of her pregnancy within fourteen (14) days and of her expected date of return to active service within thirty days (30) after termination of pregnancy. If a Flight Attendant is unable to return to active service because of certified, bona fide medical incapacitation, she shall be entitled to receive a medical leave of absence under the provisions of paragraph C. of this Section 15.
- 6. In the absence of a bona fide medical incapacitation, a Flight Attendant on maternity leave, upon the expiration of such maternity leave will be entitled to receive a one (1) to eight (8) month maternity-extension leave of absence after the baby is born without losing her seniority.

E. Parental Leave

- 1. A Flight Attendant that adopts a dependent child that is not currently living in her/his home, or whose spouse or registered domestic partner adopts such a child, may request and will be granted a parental leave of absence for a period not to exceed one hundred and twenty (120) days. Such leave will be taken within a year of the child's placement in the home.
- 2. A Flight Attendant may request and shall be granted a <u>parental</u> leave of absence for up to one hundred twenty (120) days <u>when her/his spouse</u> or registered domestic partner gives birth to a child. Such leave will be taken within a year of the child's birth.
- 3. A Flight Attendant on a parental leave of absence will retain and accrue seniority during such leave.
- F. A Flight Attendant may be granted a leave of absence to accept an official elected or staff full-time position with the Association and/or with the Communications Workers of America, and shall continue to accrue seniority during such leave.
- G. 1. A Flight Attendant will, at her/his option, receive a fourteen (14) calendar day leave of absence with pay if s/he is subjected to hijacking or is involved in an aircraft accident requiring emergency evacuation.
 - 2. When the aircraft is involved in a serious incident or accident as defined as follows, the Flight Attendant will, at her/his option, be removed from the sequence without loss of pay:
 - a. Aircraft Accident—An occurrence which causes damage to a Company aircraft with Flight Attendants onboard in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.
 - b. Hijacking (Air Piracy)—Seizure or attempted seizure of a Company aircraft with Flight Attendants onboard by actual or threatened force or violence.

- Serious Incident—An occurrence with Flight Attendants C. onboard Company aircraft involving serious injury to the Flight Attendant(s) or passenger(s) in any of the following situations:
 - Actual passenger evacuation of an aircraft
 - An Inflight fire
 - Assault or crew interference
 - Rapid decompression
 - Severe turbulence
 - 1. 2. 3. 4. 5. 6. Death onboard where the Flight Attendant provided first aid.

Н. Bereavement Leave

- The Company will grant to Flight Attendants four (4) days leave of 1. absence with pay at the Flight Attendant's regular rate of pay for the purpose of attending funeral services for a member of her or his family. Members of the immediate family shall consist of Parent, Grandparent, Spouse, Domestic Partner, Child, Sibling, Parent-in-Law and Step-Child.
- <u>2.</u> In the event of the death of a Flight Attendant's stepparent, step-sibling or person acting in loco parentis to the Flight Attendant, the Flight Attendant will be granted four (4) days leave of absence for the purpose of attending funeral services. The Flight Attendant may use sick leave or vacation. If sick days are utilized for this purpose, it shall not constitute a chargeable occurrence under Section 32.
- If additional days are required, such days may be deducted from the Flight Attendant's vacation allowance. In the event of death in of the Flight Attendant's immediate family the Flight Attendant may utilize up to four (4) accrued sick days as additional leave. If sick days are utilized for this purpose, it shall not constitute a chargeable occurrence under Section 32.

Extended Leave of Absence

The Company may offer extended leaves of absence at any time and will offer them prior to any furloughs, including voluntary furloughs. The Company will determine the number of leaves offered and the duration of the leaves.

- 1. Extended leaves will be awarded in system seniority order.
- The Flight Attendant's longevity will be frozen while out on leave, but 2. seniority will continue to accrue.
- The Flight Attendant will be allowed to maintain medical coverage by 3. paying her/his own COBRA premiums during the leave.
- Flight Attendants on an extended leave will be eligible for online (Alaska <u>4.</u> and Horizon) travel privileges.

Flight Attendants on extended leave may take recurrent and/or requalification training. They will be paid for such training but will not be reinstated for Company benefits. The Company will provide positive space travel to training, but the Flight Attendant is responsible for all other expenses associated with training.

Return to Work Following a Leave of Absence

A Flight Attendant may bid for the following month if s/he has submitted documentation by the 5th of the month that s/he has been released to return to work without restrictions on a date in the following month. If the Flight Attendant does not return to work in the following month because her/his disability continues, s/he will not be paid the value of the bid line awarded that month. S/he may be paid sick leave or vacation, as appropriate.

K. Travel While on Leave of Absence

- A Flight Attendant on a leave of absence who wishes to secure on-line <u>1.</u> travel passes will coordinate such travel through Inflight management.
- 2. A Flight Attendant on a Maternity Leave of Absence may commence her twelve (12) weeks of pass travel any time between the start of her leave and one hundred twenty (120) days after the termination of her pregnancy.
- 3. A Flight Attendant wishing to return to domicile from her/his place of residence at the end of a leave of absence (excluding a personal (staffing adjustment) leave) or to attend Recurrent Training, before her/his travel benefits have been reinstated, will be allowed one (1) C-1 Company Business pass to do so. The pass may be obtained by contacting the Manager of Inflight Administration/Planning, and will be valid for use no more than one week prior to the first day of duty.
- At the Flight Attendant's option, s/he may coordinate sick leave use with Short <u>L.</u> Term disability payments for a total monthly payment of up to the maximum in Section 16.C, if any. The Flight Attendant may opt for less than that maximum.

ADDENDUM TO SECTION 15

LEAVES OF ABSENCE

1. What obligation do I have to notify the Company with respect to my pregnancy?

> You must notify the Company when you are no longer fit for duty due to the pregnancy, but by no later than your 24th week of pregnancy. (Section 15.D.1.)

- 2. What happens when I go on Maternity Leave?
 - You may continue to work through the 28th week of pregnancy, unless your physician has determined that you are not fit for duty before that time. (Section 15.D.2.)
 - You may stay out 120 days after the termination of the pregnancy. You are required to return the 121st day. You may bid if your 121st day occurs mid-month provided you submit a note from your physician releasing you to fly without restrictions by the 5th of the month prior to your return. (Section 15.D.2. and 15.J.)
 - C. You accrue seven (7) TFP of sick leave per month for up to ninety (90) days while using sick leave. (Section 16.H.)
 - D. You have the option but are not required to exhaust sick leave and accrued vacation while on Maternity Leave. (Section 15.D.4.) See also Arbitration #40-94 (Randall 11/21/94).
 - E. You continue to accrue seniority while on Maternity Leave. (Section 15.D.4.)
- 3. May I extend my Maternity Leave if it is not medically necessary?

Yes. You are entitled to a one (1) to eight (8) month maternity-extension leave after the baby is born without losing seniority. (Section 15.D.6.)

4. If I request a Medical Leave and submit a written request for such a leave to the Company accompanied by a statement from a qualified physician recommending such leave, can the Company require me to see the Company doctor?

> Yes, the Company can require a medical examination by a doctor of the Company's choosing. The Flight Attendant may use the provisions of Section 17 if s/he disputes the results. (Section 15.C.1.)

5. Do I accrue seniority while on a Leave of Absence?

> Yes, you continue to accrue seniority during a Personal Leave, up to 120 days for a Parental Leave, and up to one year for a Medical, Maternity or Worker's Compensation Leave. If your Medical, Maternity or Worker's Compensation Leave

is extended by consent of the Company, you will continue to accrue seniority for the entire period. (Section 15.C.2.)

6. If I am on Maternity Leave for one (1) year and then request and receive a Medical Leave due to an unrelated illness or injury, do I continue to accrue seniority during the Medical Leave.

Yes. (Section 15.C.)

7. How much time off will I be granted if I adopt a child who is currently not living in my home?

One hundred twenty (120) days. (Section 15.E.)

- 8. What must a Health Care Provider's Statement contain in order to request a Medical Leave of Absence?
 - A. Date of illness/injury
 - Anticipated duration of leave of absence
 - <u>B.</u> C. Health Care Provider's signature (Section 15.C.1.)
- 9. I submit a doctor's note that releases me to fly on the 5th of September. On the 6th of September I am injured in an accident and I am unable to fly at all that month. Do I still receive insurance benefits?

Yes. As long as you were released by your physician and considered physically fit on the 5th of September, you will receive insurance benefits from the 5th through the end of the month even though you do not fly in September. See also Arbitration #40-94 (Randall 11/21/94).

10. What is the definition of immediate family for purposes of Funeral Leave? Parent, Grandparent, Spouse, Domestic Partner, Child, Sibling, Parent-in-Law and Step-Child.

- 11. What are the procedures for Bereavement Leave?
 - When it is necessary for a Flight Attendant to take a leave of absence for the purpose of attending funeral services for a family member as defined in Section 15.H the following conditions will apply:
 - 1. If a Flight Attendant requests leave of absence for the purpose of attending funeral services, the Company may grant only consecutive work days.
 - 2. If a Flight Attendant requests leave for bereavement, the sick days, if applicable, and/or vacation days, if applicable, must be used within thirty (30) calendar days from the date of death of the family member.

- A leave of absence granted under Section <u>15.H.</u> will not constitute a Chargeable Occurrence that disqualifies a Flight Attendant from Record Improvement under Section 32.
- B. Special circumstances will be handled on an individual basis at the sole discretion of the Company.

SICK LEAVE/ON THE JOB INJURY

- A. A Flight Attendant will accrue one (1) TFP sick leave for each ten (10) TFP flown or credited during the month. Sick leave will not be accrued on TFP credited for sick leave.
- B. A Flight Attendant may accrue but not take any sick leave while on probation as a Flight Attendant (Section 7.A).
- C. A Flight Attendant holding a regular line will be charged on a TFP basis for each day of scheduled flying for which s/he fails to perform as a result of illness or injury. A Flight Attendant not holding a Reserve or regular line who is absent for the entire month due to illness or injury, will be paid between seventy (70) and ninety (90) TFP per month, at the Flight Attendant's discretion, from the Flight Attendant's sick leave bank. Such Flight Attendant with less then seventy (70) TFP in her/his sick leave bank shall receive the full accrual available in her/his bank. If the Flight Attendant has not been awarded a line (including a reserve line), and is on sick leave for less than a full month, her/his sick leave payable under this Paragraph will be prorated.
- D. A Flight Attendant holding a reserve line for the month will be paid at five (5) TFP per day from the Flight Attendant's sick leave bank for each day s/he is unavailable for duty on a reserve day on account of illness or non-related job injury, continuing to but not including the day s/he is cleared for duty. A Reserve Flight Attendant who calls in sick on a reserve day or trades away a reserve day will have five (5) TFP deducted from the reserve guarantee for each day. The new guarantee reflects what the reserve Flight Attendant will be guaranteed for the remaining portion of her/his reserve month, excluding sick leave paid.
- E. Pay for sick leave will be based on the Flight Attendant's appropriate trip-rate. Sick <u>leave</u> will not be paid for accepted flights or sequences not flown during scheduled vacation days.
- F. 1. Flight Attendants who transfer to Inflight from another department within the Company will have their accrued sick leave converted from hours to TFP by multiplying hours by one hundred thirteen percent (113%).

Examples:

- A Flight Attendant has one hundred (100) hours of sick leave from her/his job in Reservations. Upon transferring to Inflight, s/he will have one hundred thirteen (113) TFP for sick leave.
- A Flight Attendant has five hundred twenty-five (525) hours of sick leave from her/his job as a CSA. Upon transferring to Inflight s/he will have five hundred ninety-three (593) TFP for sick leave.
- 2. Unused sick leave will accumulate up to a maximum of one thousand four hundred and forty-three (1,443) TFP until a Flight Attendant

terminates. Sick leave is not payable upon termination of employment. Upon termination of employment, if the Flight Attendant is at least sixty-two (62) years of age and has ten (10) years of service, the Flight Attendant may trade accrued sick leave for continued medical coverage at the rate of one month of coverage for each twenty (20) TFP accrued, or until age sixty-five (65), whichever occurs first.

- G. The Company shall maintain a current record of sick leave credits and withdrawals for each Flight Attendant. Such record shall be made available to the individual Flight Attendant upon request.
- H. During a leave of absence of thirty (30) days or more, granted to a Flight Attendant, sick leave will continue to accrue at a rate of seven (7) TFP per month for a period not to exceed ninety (90) days.
- I. A Flight Attendant <u>furloughed</u> due to reduction of force shall retain sick leave accrued prior to lay-off in the event of recall.
- J. Workers' Compensation
 - During a Flight Attendant's absence due to an occupational illness or injury compensable under the applicable Workers' Compensation Law, or an alternative program of medical and indemnity benefits adopted by the company in lieu of the Workers' Compensation program, s/he shall receive the following benefits from the Company:
 - a. For the first twelve (12) calendar weeks absent, the difference between her/his base pay and Workers' Compensation payments or payments under the alternative program adopted in lieu of Workers' Compensation. The base rate for the purpose of establishing such payments will be determined by adding together the trip rate (including vacation and sick pay) earned for the thirteen (13) weeks of active duty immediately preceding the date of injury, excluding any premium pay, bonus payments, per diem payments or any other payment. The sum of the thirteen (13) weeks pay shall be divided by thirteen (13) and the result will be the base rate. Employees working less than thirteen (13) weeks preceding the date of injury will have the base rate established by adding together the trip rate earned for the total number of weeks worked preceding the date of injury. The sum of the wages shall be divided by the total number of weeks worked and the result will be the base rate.
 - b. At the conclusion of the period referred to in J.1.a. above, a disabled Flight Attendant may, at her/his option, draw upon accrued sick leave up to the extent of her/his accrual to make up the difference between her/his base rate and the payment received from Workers' Compensation or the alternative program adopted in lieu of Workers' Compensation. Corresponding deductions will be made from the Flight Attendant's available sick leave accrual.

- c. These benefits shall be in lieu of any other payment provided for in this Article for all absence due to the same illness or injury.
- Payment under Section J.1.a. above will commence upon a
 determination by the company, its insurer, or an appropriate
 governmental body or court through a final nonappealable order that the
 claim for industrial illness or injury is compensable under the applicable
 Workers' Compensation Law or alternative program adopted in lieu of
 Workers' Compensation.
 - a. Until the claim has been deemed compensable under the applicable Workers' Compensation Law or alternative program adopted in lieu of Workers' Compensation and a definite rate has been established, the employee will be paid her/his normal base rate from accrued sick leave.
 - b. When the claim has been deemed compensable under the Workers' Compensation Law or the alternative program adopted in lieu of Workers' Compensation, the employee's sick leave accrual shall be replenished by the number of TFP used for purposes of the payment described in Section J.2.a., and payments will continue as defined in Section J.1.a. above.
- 3. The Company may require the injured employee to submit to physical examination by a doctor of the Company's choosing to determine whether or not the employee is fit to return to work. Payments by the Company under this policy may be terminated if the employee refuses to submit to a physical examination as outlined above or if the employee is found fit to return to work.
- 4. The laws governing occupational injuries and illness shall be the laws of the jurisdiction in which the Flight Attendant is domiciled.
- Any alternative program adopted by the Company in lieu of Workers' Compensation coverage shall provide benefits to covered Flight Attendants at least equal to benefits which would be provided through Workers' Compensation coverage.

K. Alternate Duty

- 1. A Flight Attendant on worker's compensation leave of absence will have the option of performing alternate duty.
- The maximum number of days that a Flight Attendant may work alternate duty in a month will be determined by taking the average number of days that the Flight Attendant worked per month during the twelve (12) months preceding her/his injury.
- 3. An alternate duty assignment may be made only when the Flight Attendant meets the skill level necessary for the position and her/his

medical provider certifies that s/he is able to perform the job.

- 4. A Flight Attendant will be paid and credited one (1) TFP for every two (2) hours of alternate duty. It is understood that Worker's Compensation benefits may be adjusted when the Flight Attendant works alternate duty, in accordance with applicable state law. The Flight Attendant will be paid any amounts in excess of the worker's compensation benefits.
- 5. Alternate duty may be performed in any domicile, co-terminal or the Flight Attendant's registered commuter city, at her/his option.
- 6. A Flight Attendant will make reasonable efforts to schedule medical appointments, including physical therapy, around the alternate duty assignment. If this is not possible, the Company will excuse the Flight Attendant with no loss of pay.
- No alternate duty assignment will expose the Flight Attendant to confidential information regarding her/his co-workers.
- 8. Company benefits, including travel privileges, remain in effect when the Flight Attendant works alternate duty. S/he will also continue to accrue sick leave and receive vacation entitlement.
- 9. If a Flight Attendant is on a worker's compensation leave of absence for more than twelve (12) months, the Company may require her/him to perform alternate duty, provided that her/his physician has released her/him to perform such work. In no case will the Flight Attendant be required to travel outside the greater metropolitan area in which s/he resides. All other provisions of Paragraph K will apply.
 - <u>a.</u> Paragraph 16.K.9. does not apply to a Flight Attendant on Worker's Compensation Leave as of May 1, 2006.
- 10. At the Association's option, this program may be extended to Flight Attendants on a medical leave of absence no later than May 1, 2008.
- <u>L.</u> Any time a Flight Attendant is required by the Company to undergo a medical examination, such examination shall be at Company expense.
- M. When a Flight Attendant on sick leave sufficiently recovers to resume flying before the end of a scheduled sequence, s/he shall, no later than 6:00 PM the day prior, notify Crew Scheduling which may, if agreed by the Flight Attendant:
 - Assign the Flight Attendant to pick up her/his sequence in a timely and cost efficient manner;
 - Assign the Flight Attendant another sequence which will not violate legal rest time before the beginning of the Flight Attendant's next scheduled sequence;

- 3. Allow the Flight Attendant to sit reserve the remainder of her/his scheduled sequence with guaranteed reserve pay of <u>five (5)</u> standard TFP a day.
- 4. If none of the foregoing is agreed to by the Flight Attendant, allow the Flight Attendant to remain off duty for the remainder of the sequence, in which event accrued and unused sick pay may be collected for the remainder of the sequence.

In no event will a Flight Attendant be paid for sick leave after s/he resumes flying or assumes reserve status.

N. A Flight Attendant who reports in sick on line will be returned to her/his domicile on the first available Alaska Air Group flight and will be treated as positive space.

ADDENDUM TO SECTION 16

SICK LEAVE/ON THE JOB INJURY

1. Do I accrue sick leave (1 for 10) for those TFP paid as sick leave?

No. (Section 16.A.)

2. Do I accrue sick leave on Leave of Absence?

Yes, if the Leave of Absence is thirty (30) days or more and you are using sick leave. Sick leave then accrues at a rate of seven (7) TFP per month for a period not to exceed ninety (90) days. (Section 16.H.)

3. If I pick up a sequence not on my line and subsequently call in sick, do I get sick leave pay and attendance points?

You get attendance points pursuant to <u>Section 32</u>, and you will get paid <u>sick leave</u>, as long as sick leave is available in your sick leave bank.

4. If I pick up a sequence on a reserve day off and subsequently call in sick, do I get sick leave pay and attendance points?

You get attendance points pursuant to <u>Section 32</u>, and you will get paid <u>sick leave</u>, as long as sick leave is available in your sick leave bank.

5. If I pick up a sequence while on vacation and subsequently call in sick, am I paid sick leave?

No, and you get attendance points pursuant to Section 32.

6. How do I return to home domicile if I become ill mid-sequence?

Call Crew Scheduling to arrange your return to domicile (or to the co-terminal from which the sequence departed) on the first Alaska Air Group flight where a confirmed seat is available. (Section 16.N.) If you are a registered commuter, you may choose to be returned to your commuter city instead of your domicile or the co-terminal from which the sequence departed.

7. If I am unable to work due to Workers' Compensation situation for an extended period of time, how will I be compensated and what impact will it have on my sick leave accrual?

When your Workers' Compensation Leave is more than thirty days (30) and you are using sick leave, you will continue to accrue sick leave at seven (7) TFP per month for a period not to exceed ninety (90) days. (Section 16.H.)

Compensation laws for Workers' Compensation vary from state to state. In addition to the State benefits, the Company will provide the difference between the State's compensation and your base wage. Your base wage will be calculated in accordance with Section 16.J.1.a.

8. In the case of a re-occurrence of an occupational illness or injury, will I be entitled to the 12-week pay provision provided for in Section 16.J.1.a?

Yes, less any time previously paid for the initial occupational illness or injury. The base rate referenced in Section 16.J.1.a will be calculated using the thirteen (13) weeks of active duty immediately preceding the effective date of the re-occurrence of the occupational illness or injury. (Section 16.J.1.a) See also Arbitration #7-96 (Fishgold 1/13/)

MEDICAL EXAMINATION

- A. Any Flight Attendant who disputes the Company's interpretation of a medical examination required by the Company and performed by a physician selected by the Company may, at her/his option, have a review of her/his case in the following manner:
 - Within fifteen (15) days of the date s/he is presented the Company's interpretation, s/he may employ a qualified medical examiner of her/his own choosing and at her/his own expense for the purpose of conducting a medical examination for the same purpose as the medical examination made by the medical examiner employed by the Company.
 - A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company within fifteen (15) days following the examination, and in the event that such findings verify the findings of the medical examiner employed by the Company, no further medical review of the case shall be afforded.
 - 3. In the event that the findings of the medical examiner chosen by the employee shall disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the employee, ask that the two (2) medical examiners agree upon and appoint a third qualified and disinterested medical examiner, for the purpose of making a further medical examination of the employee. In the event the employee fails to submit such a written request, the results of the original Company examination shall govern.
 - 4. Such three (3) doctors, one (1) representing the Company, one (1) representing the employee affected, one (1) disinterested doctor approved by the Company doctor and the employee's doctor, shall constitute a board of three (3), the majority vote of which shall decide the case.
 - The expense of employing the disinterested medical examiner shall be borne equally by the Company and the Flight Attendant. Copies of such medical examiner's report shall be furnished to the Company and to the employee.

SECTION 18

REDUCTION IN FORCE

A. Order of Furloughs

- 1. Where there is a reduction in force, the Company will first offer voluntary furloughs of varying durations; such voluntary furloughs will be awarded in seniority order. Flight Attendants awarded a voluntary furlough will retain and accrue seniority. They are not eligible for severance pay, but will receive no fewer travel privileges than those offered to other Company employees at or about the time of the furlough; in no event will they receive fewer travel privileges than those provided to the involuntary furloughed Flight Attendants.
- 2. If an insufficient number of Flight Attendants bid for voluntary furlough, the Flight Attendant with the least occupational seniority shall be furloughed.
- B. An employee who has completed the probationary period prior to being furloughed, through no fault or action of her/his own, shall receive two (2) weeks notice or two (2) weeks pay in lieu of notice, but s/he shall receive no pay if one or more of the following conditions exist:
 - 1. S/he accepts any other employment with the Company.
 - The <u>furlough</u> is caused by an act of God, a war emergency, revocation of the Company's operating Certificate or Certificates, or grounding of a substantial number of the Company aircraft.
 - 3. The <u>furlough</u> is caused by a strike or picketing of the Company's premises or any work stoppage or other action which would interrupt or interfere with any operations of the Company.
- C. A Flight Attendant who has been <u>furloughed</u> due to a reduction in force shall file her/his address with the appropriate representative of the Company having jurisdiction over Flight Attendants at the time of <u>furlough</u> and s/he shall thereafter promptly advise the Company of any change in address.
- D. The order of recall <u>from involuntary furlough</u> shall be by seniority. Flight Attendants will remain on the recall list for a period not to exceed five (5) years.
- E. Notice of reemployment shall be sent by Certified Mail Return Receipt Requested to the last address on file with the Company. A Flight Attendant shall forfeit her/his seniority with the Company if s/he does not signify her/his intention to accept reemployment within fifteen (15) days after the posted date of the notice or if s/he does not return to the service of the Company on the date specified in the notice offering reemployment.
- F. The Flight Attendant will retain her/his sick leave credit accrued prior to furlough.

- G. The Company shall notify the MEC President prior to announcing or utilizing a reduction in force or recall of Flight Attendants.
- H. In the event of a recall, if a Flight Attendant on furlough is a full-time student in an accredited college or university, such Flight Attendant may at her/his option be bypassed for recall without forfeiting her/his right to recall. The right to bypass shall extend only to the semester in which the Flight Attendant is enrolled at the time of initial recall and may be utilized only if the bypass would not necessitate additional hiring.
- I. Prior to a furlough, the Company will post a notice indicating the approximate number of Flight Attendants to be furloughed and will furnish a list of the employees to be furloughed to the LEC President of the base affected.
- J. A Flight Attendant being <u>involuntarily</u> furloughed will receive severance pay as follows:

Years Completed	Severance Allowance
1 year but less than 5 years	2 weeks
5 years but less than 6 years	5 weeks
6 years but less than 7 years	6 weeks
7 years but less than 8 years	7 weeks
8 years but less than 9 years	8 weeks
9 years but less than 10 years	9 weeks
10 years but less than 11 years	10 weeks
11 years but less than 12 years	11 weeks
12 years or more of service	12 weeks

The amount of furlough pay due shall be based on the reserve guarantee due the Flight Attendant for the last full month worked.

- K. An employee on <u>involuntary</u> furlough shall retain but not accrue seniority. An employee who resigns from the Company loses all seniority immediately upon termination.
- L. A Flight Attendant who has completed probation and is furloughed shall continue to be covered by the insurance provided in this Agreement for a period of three (3) months. A Flight Attendant on voluntary furlough will be covered by insurance for the duration of the voluntary furlough.
- M. A Flight Attendant who has completed probation and is placed on furlough will retain space available pass privileges on Alaska Airlines routes as follows:

Less than one year of service	-	3 months
1 year of service	-	6 months
2 years of service	-	9 months
3 years of service	-	12 months
4 years of service	-	18 months
5 years of service and thereafter	-	24 months

ADDENDUM TO SECTION 18

REDUCTION IN FORCE

1. In what order will the Company furlough?

Occupational seniority on a system-wide basis. (Section 18.A.2.)

2. In what order will I be recalled from furlough?

Occupational seniority on a system-wide basis. (Section 18.D.)

3. Will I be recalled to the base from which I was furloughed?

You will be recalled to a base where a vacancy exists. If you are recalled to a base other than your last assigned base, you will be moved at Company expense. (Section 28.B.2.)

4. Do I accrue sick leave while on furlough?

No, however, you retain any sick leave credit accrued prior to furlough for use if recalled. (Section 18.F.)

5. Do I have insurance benefits while on furlough?

Yes, <u>involuntary furloughed</u> Flight Attendants who have completed probation will be covered for three months. If your <u>involuntary</u> furlough exceeds three months, your coverage will terminate at the end of the three-month period. You will then have the option to continue coverage pursuant to the provisions of COBRA. <u>Flight Attendants who are awarded a voluntary furlough will be covered for the duration of the voluntary furlough.</u> (Section 18.L.)

6. Do I accrue vacation while on furlough?

No.

7. If I'm furloughed, does that affect my step increase?

No, step increases occur on your Flight Attendant employment anniversary date provided that you have been credited at least 480 TFP in the calendar year preceding the anniversary date. You will be credited 1.333 TFP for each day you are on a furlough, including a voluntary furlough. (Section 18.K.; Section 21.B.2.)

GRIEVANCE PROCEDURES

A. Dismissal or Disciplinary Procedure

- 1. A Flight Attendant shall not be dismissed from the service of the Company or disciplined without notification of such disciplinary action. Such notification shall contain a precise statement of the charges. Notice of the disciplinary action shall be given within twelve (12) days from the date the Company could reasonably have knowledge of the incident giving rise to the disciplinary action. Notice of disciplinary action arising out of a written customer complaint shall be deemed to be timely if taken within twelve (12) days, as defined in Section 19. C. 2. below, of the date the customer complaint is received by Consumer Affairs as evidenced by the date received stamp.
- A Flight Attendant shall be entitled to a hearing on such disciplinary action provided such Flight Attendant makes written request for such hearing within twelve (12) days from receipt of notification. Such written request for hearing shall be addressed to the <u>Managing Director</u>, Inflight Services.
- A Flight Attendant may be held out of service by the Company pending investigation and hearing and appeals therefore and will be compensated for all lost time if returned to work.
- 4. Such hearing shall be held by the <u>Managing Director</u>, Inflight Services, or her/his designee, within ten (10) days, exclusive of Saturdays, Sundays and holidays, of the receipt of the Flight Attendant's written request therefore. A decision shall be rendered within ten (10) days, exclusive of Saturdays, Sundays and holidays, of the hearings.
- 5. If the decision of the <u>Managing Director</u>, Inflight Services or her/his designee is not satisfactory to the Flight Attendant whose grievance is being considered, the matter may be appealed to the Flight Attendant Board of Adjustment, as provided for in Section 20 of this agreement, provided said appeal must be submitted within ten (10) days of receipt of the decision by the <u>Managing Director</u>, Inflight Services or her/his designee.
- 6. The appeal to the Board of Adjustments may be waived to expedite the grievance, if mutually agreed to by the Association and the Company. The grievance would then proceed directly to arbitration.

B. Grievances Not Involving Disciplinary Action

 Should any controversy arise between the Company and a Flight Attendant or a group of Flight Attendants as to the meaning of any of the terms of this Agreement concerning rates of pay, rules or working conditions, or should any Flight Attendant feel that in the application by the Company to her/him of any of the terms of this agreement concerning rates of pay, rules or working conditions, s/he has been treated unjustly, such Flight Attendant may present her/his grievance in person or through her/his representative within thirty (30) days of the infraction to the Managing Director, Inflight Services or her/his designee, who shall evaluate the grievance and render her/his decision as soon as possible, but not later than ten (10) days, exclusive of Saturdays, Sundays, and holidays following receipt of said grievance.

- If no settlement is reached under this Section, an appeal may be made in writing within thirty (30) days to the Flight Attendants' Board of Adjustment established under Section 20 of this Agreement.
- The appeal to the Flight Attendant's Board of Adjustment may be waived to expedite the grievance if mutually agreed to by the Association and the Company. The grievance would then proceed directly to Arbitration.

C. General

- If any decision made by an official of the Company under the provisions
 of this Section is not appealed by the Flight Attendant affected or by the
 Association in the case of a protest within the time limit prescribed
 herein for such appeals, such decision shall be final and binding. If the
 Company fails to adhere to the time limits prescribed in this section, the
 Flight Attendant shall be considered exonerated and the charges
 against her/him will be dropped.
- All time limits pertaining to both parties set forth in this section shall refer to work days, rather than calendar days; Saturdays, Sundays and recognized holidays being excluded.
- 3. When, under the operation of this Agreement, a Flight Attendant hereunder is chosen to act as the representative of, or a witness for another Flight Attendant against whom charges have been preferred, such Flight Attendant shall be given an Association leave of absence for a time sufficient to permit her/him to appear as such representative or witness.
- 4. It is understood that all written Notifications of Discipline or Discharge referred to herein in appeal steps shall be with delivery confirmation.
- 5. The time limits prescribed herein may be modified by mutual agreement in writing between the parties.
- 6. All Flight Attendants, including those in their probationary period, shall have access to the grievance procedure, except that a probationary employee may not appeal a disciplinary or discharge action.
- 7. In the event a termination is grieved, insurance benefits will continue until all grievance procedures have been exhausted and a final decision has been rendered.

8. An Association representative may, at the option of the Flight Attendant, be present at all Flight Attendant meetings that involve separation of employment from Alaska Airlines.

ADDENDUM TO SECTION 19

GRIEVANCE PROCEDURES

1. What can I do if I disagree with the discipline?

A non-probationary Flight Attendant must make a written request for a hearing to the Managing Director, Inflight Services within twelve (12) business days of the receipt of discipline. (Section 19.A.2.)

2. What can I do if I disagree with the Company's interpretation/application of the Agreement?

You may present your grievance in person or through your representative within thirty (30) business days of when you knew or should have known of your final denial from the Company. (Section 19.B.1.)

3. Can I have an Association representative at meetings with the Company regarding discipline or discharge?

Yes. (Section 19.C.8.)

BOARD OF ADJUSTMENT

- A. There is hereby established a Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of the Flight Attendants' Agreement and any amendments or additions thereto and which are properly submitted to it, which Board shall be known as "Alaska Airlines Flight Attendants' Board of Adjustment" hereinafter referred to as the "Board".
- B. The Board shall consist of four (4) members, two (2) of whom shall be selected and appointed by the Association and two (2) by the Company, and such appointees shall be known as "Adjustment Board Members." The Board may be reduced to one member from each side by mutual agreement of the parties.
- C. The Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of the interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation or working conditions covered by existing agreements between the parties hereto.
- D. The Board shall consider any dispute properly submitted to it by the MEC President of the Association of Flight Attendants or her/his designee or by the Company when such dispute has not been previously settled in accordance with the terms provided for in this Agreement.
- E. The Managing Director, Inflight and the MEC President will meet semi-annually to review and attempt resolution of all outstanding grievances that have been submitted to the Board of Adjustment.
- F. All disputes properly referred to the Board for consideration shall be addressed to the Chairperson. Five (5) copies of each petition, including all papers and exhibits in connection therewith, shall be forwarded to the Chairperson who shall promptly transmit one (1) copy thereof to each member of the Board. Each case submitted shall show:
 - 1. Question or questions at issue.
 - 2. Statement of facts.
 - 3. Position of employee or employees.
 - 4. Position of Company.

When possible, a joint submission should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board. No matter shall be considered by the Board which has not been first handled in accordance with the Grievance Procedure contained in this Agreement.

- G. Upon receipt of notice of the submission of a dispute, the Chairperson shall set a date for hearing. Within 60 days of submission of the grievance of a termination to the Board of Adjustment, the Company and Association agree to select an arbitrator and schedule the termination for arbitration. This deadline may be extended by mutual agreement. Absent mutual agreement, termination grievances will be arbitrated within six (6) months of the submission of the grievance to the Board of Adjustment.
- Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate and the Company may be represented by such person as it may choose and designate. Evidence may be presented either orally or in writing or both.
- On request of individual members of the Board, the Board may, by a majority vote, or shall at the request of either the Association representatives or the Company representatives thereon, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself, or by either group or representatives constituting the Board. The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the service of the Company.
- J. A majority vote of all members of the Board shall be competent to make a decision
- <u>K.</u> Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties hereto.
- L. Prior to arbitration, the parties may mutually agree to submit a grievance to mediation. If not resolved through mediation, the grievance may be set for arbitration.

M. Arbitrations

- 1. The parties will attempt to agree upon an arbitrator, but failing to agree the parties will request the National Mediation Board to submit a list of seven (7) arbitrators from which each party will alternately strike three (3) names. The remaining name will be the arbitrator.
- The Employer and the Association shall jointly prepare and sign for the arbitrator a submission setting forth the issue or issues in dispute. If a submission cannot be agreed upon between the Employer and the Association, each party shall submit to the arbitrator and to each other a statement of the issues it considers to be in dispute.
- The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement.
- Each party shall bear its own expense with respect to the preparation and presentation of the matter to the arbitrator, but the cost or expense of the arbitrator and the conference room shall be borne equally by the Employer and the Association.

- <u>5.</u> The arbitrator shall issue her/his award within thirty (30) days after the close of the hearing.
- N. It is understood and agreed that 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 or with the employees may be affected in any manner by an action by her/him in good faith in her/his capacity as Board member.
- O. The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.

COMPENSATION

A. <u>1.</u> Flight Attendants shall be compensated on the basis of the appropriate step rate as follows:

	Step Rate Effective 5/1/06	Effective 5/1/08
First 6 months Second 6 months Thereafter:	\$15.27 \$16.00	\$15.58 \$16.32
Step 1	\$18.23	\$18.60
Step 2	<u>\$19.36</u>	<u>\$19.75</u>
Step 3	<u>\$21.44</u>	<u>\$21.87</u>
Step 4	\$22.57	<u>\$23.03</u>
Step 5	<u>\$23.70</u>	<u>\$24.18</u>
Step 6	<u>\$25.34</u>	<u>\$25.85</u>
Step 7	<u>\$26.89</u>	\$27.43
Step 8	<u>\$28.80</u>	<u>\$29.38</u>
Step 9	\$30.80	\$31.42
Step 10	\$32.86	\$33.52
Step 11	<u>\$37.89</u>	<u>\$38.65</u>
Step 12	\$38.91	<u>\$39.69</u>
Step 13	\$39.86	<u>\$40.66</u>
Step 14	\$40.86	<u>\$41.68</u>
Step 15	\$42.18	\$43.03
Step 16	<u>\$43.36</u>	<u>\$44.23</u>

- 2. On May 1, 2009, a new Step 17 will be created. The Step 17 rate will be \$44.68 if the Company does not earn any adjusted pre-tax profit in 2008, or \$45.12 if the Company earns any adjusted pre-tax profit in 2008.
- B. 1. Flight Attendants shall move to Step 1 at the completion of one (1) year of employment with the Company as a Flight Attendant, and will thereafter move up one (1) step on her/his Flight Attendant anniversary date. Flight Attendants on the payroll as of the date of execution of this contract shall retain their step rate and move into the next step on their anniversary date.
 - 2. Flight Attendants must fly or be credited 480 TFP in a calendar year to be eligible to move up a step. A Flight Attendant on an unpaid personal, military, extended, medical, maternity, FMLA, Alaska Family Leave, worker's compensation or parental leave of absence or on furlough will have the 480 TFP threshold reduced by one and one-third (1.333) TFP for each day on which s/he was on the leave of absence. A Flight Attendant with less than one calendar year of service will have the 480 TFP threshold reduced by one and one-third (1.333) TFP for each day

from January 1 to her/his hire date.

- C. For the purposes of pay computation, a standard TFP shall be any flight for which the nonstop mileage according to the CAB or DOT Book of Airport to Airport mileage is two hundred forty-three (243) miles or less. A non-standard TFP shall be any flight for which the nonstop mileage exceeds two hundred forty-three (243) miles. In the event, however, there is in effect during the term of this Agreement, a non-standard TFP pay formula for Alaska Airlines pilots which would, if applied to Flight Attendants, be more beneficial to the Flight Attendants, then the non-standard TFP formula used for pilots shall also apply to Flight Attendants.
- D. Flight Attendants will be paid for non-standard TFP at the rate of one standard TFP as set forth in paragraph 1 above, plus one-tenth (.1) TFP for each forty (40) mile increment over two hundred forty-three (243) miles, rounded up or down to the nearest forty (40) mile increment, unless a formula more favorable to the Flight Attendants is required under Section 21, paragraph C. above.
- E. A Flight Attendant's pay for a given bid month will include all TFP which is flown or credited in that bid month, except when a duty period overlaps from one bid month to the next, in which case the TFP for entire overlapping duty period is included in the pay for the bid month in which the duty period began.
- F. Each flight shall have an "A position" ("B" on a Combi Aircraft) Flight Attendant. Each Flight Attendant who flies in the "A" position shall receive two dollars (\$2.00) for each TFP flown or credited.
- G. Flight Attendants will be paid 2.0 times her/his applicable trip rate for flights flown including surface deadhead, on Thanksgiving Day, Christmas Day and Independence Day. For Reserves, 1.0 goes toward the reserve guarantee, and 1.0 is paid above the Reserve's guarantee on flights actually flown, including surface deadhead. A Flight Attendant will be eligible for this holiday pay for any flight, including surface deadhead which begins and/or ends on the actual day of the holidays named in this provision.
- H. Flights Attendant will be paid one dollar (\$1.00) per TFP for each flight flown into and out of the United States for all international destinations for which customs paperwork is not pre-cleared.
- Spanish Qualified Flight Attendants (SQ) flying in a designated SQ position will be paid, in addition to all other compensation, \$1.00 per TFP for each SQ flight flown.
- <u>J.</u> In addition to the pay outlined above, Flight Attendants will receive compensation in the following situations:
 - 1. When the aircraft is held awaiting departure, regardless of where the aircraft is positioned, and the Flight Attendant is required to remain on duty (not including turn times); and
 - 2. When the actual flight time exceeds the scheduled block-to-block time.
 - In the foregoing situations, Flight Attendants will be paid at one-half (0.5) TFP per hour, prorated and rounded up to the nearest .1 TFP, at

the Flight Attendant's step rate. For ground holding and delays, delay times are not accruable until after the delay has exceeded ten minutes (:10). If the delay exceeds ten minutes (:10), the first ten minutes (:10) of the delay is counted.

- 3. When an aircraft is diverted en route due to conditions at the originally scheduled destination, the actual block to block time will be compared with that of the originally scheduled segment for the purpose of Section 21.J.2. It is understood that the airport pair of the actual segment will be different from that of the originally scheduled segment. Compensation under Section 21.J.2. if appropriate, shall be in addition to any other applicable compensation as provided by the agreement.
- 4. When there is a delay of an aircraft that delays the scheduled departure time of a Flight Attendant's first flight of a sequence, the Flight Attendant will be entitled to ground delay pay until the flight blocks out if the actual departure is 11 or more minutes past the scheduled departure.
- When there is a delay of an aircraft that delays the scheduled departure time of a Flight Attendant's subsequent flights of the sequence, the Flight Attendant will be entitled to ground delay pay until the flight blocks out if the actual ground time exceeds the scheduled ground time by 11 minutes.
- K. When a Flight Attendant is assigned to publicity, promotional or other special assignments and as a result is removed from her/his regular sequence assignment in order to participate in the special assignment, s/he should receive the appropriate trip rate for flights or sequences missed as a result of the special assignment. If the Company requests a Flight Attendant accept a special assignment on her/his duty time and the Flight Attendant accepts such assignment, the Company will compensate the Flight Attendant at a rate acceptable to the Flight Attendant. A Reserve Flight Attendant will be credited with six (6) standard TFP at the "A" position.
- <u>L.</u> Charters and other flying including promotional and sightseeing shall be paid or credited at the rate of two (2.0) times the applicable trip rate. If food service is offered on a charter, each Flight Attendant will receive five dollars (\$5.00) in addition to all other applicable pay.
- M. A Flight Attendant who deadheads at Company request shall be paid or credited the appropriate trip rate for the flight on which s/he deadheads. Flight Attendants shall be paid and credited at one-half (0.5) a standard trip rate for each surface deadhead segment.
- N. If any flights appearing on a Flight Attendant's line of time are canceled due to weather, mechanical or to suit Company convenience, and such flights are not made up the same day or days in the case of multiple sequences including an overnight, the Flight Attendant shall be paid according to her/his schedule bid for the TFP scheduled. A Flight Attendant who has cancelled flying in a duty day, and a surface deadhead segment during the same duty day, will be paid the one-half (0.5) TFP associated with the surface deadhead in Section 28.E in addition to any pay protection already due under this paragraph.

- O. In the event a Flight Attendant is stranded due to weather, mechanical problems, or to suit Company convenience, s/he will receive pay as follows:
 - 1. As in N. above; or
 - 2. commencing with the time the aircraft blocks in at the gate or is scheduled to depart from the gate, whichever is appropriate, at the station at which it is stranded and terminating with the time the aircraft blocks out of the station at which it is stranded, each Flight Attendant will be paid one (1) TFP for each four (4) hours of such period (over two (2) hours shall count as a full four (4) hours; two (2) hours or less shall not count), whichever is greater.
- P. Any Flight Attendant who is at the highest step of the pay scale as of January 1 will be eligible for a profitability bonus, based on the profitability of Alaska Airlines during the ensuing calendar year as follows:

Operating Profit Margin	Bonus Percentage
Less than 3%	0
3.0 - 6.0%	20% of COLA
6.01 – 8. 0%	30% of COLA
8.01 – 10.0 %	50% of COLA
<u>10.01 – 12.</u> 0%	70% of COLA
Over 12.01%	<u>100</u> % of COLA

As used herein:

- COLA shall be the percentage change (of not less than zero) in the Consumer Price Index for Urban Wage Earners and Clerical Workers', U.S., published by the Bureau of Labor Statistics, U.S. Department of Labor, comparing statistics for December in the year for which the profitability bonus is earned with statistics for December in the previous year.
- 2. The Company's operating Profit Margin shall be defined as Operating Profits divided by Operating Revenues. All figures shall be audited figures of Alaska Airlines, Inc., which are publicly reported pursuant to S.E.C. reporting requirements, for the calendar year for which the profitability bonus is earned. The Association shall have the right to verify such numbers to the extent that any such information would be available to shareholders of the Company. Calculations shall be based on the operating results of Alaska Airlines only, excluding the results from any subsidiary, parent, or affiliated company.

The profitability bonus will be based on <u>all TFP flown or credited</u> during the calendar year, multiplied by the step rate in Section 21 A, multiplied by the Bonus Percentage described above. The profitability bonus will be paid in April of the following year.

ADDENDUM TO SECTION 21

COMPENSATION

1. How am I paid for a Charter included in my bid line?

Charter segments are paid at two (2.0) times the applicable trip rate as if flown. (Section 21.L)

2. How am I paid if my aircraft diverts en-route?

When an aircraft is diverted en-route due to conditions at the originally scheduled destination, the actual block-to-block time is compared with that of the originally scheduled segment for calculation under Section 21.J.2. The TFP under Section 21.C. and D will be paid for the greater of scheduled or actual flying.

3. How am I paid if I am on an unscheduled overnight?

See Q & A Addendum to Section 9, #3 for unscheduled overnight into days off. See Q & A Addendum to Section 21 #11 for unscheduled overnight into days on.

4. What is stranded pay?

Stranded pay: If you are stranded in excess of two (2) hours due to weather, mechanical problems or to suit Company convenience, you will be paid the greater of:

- the scheduled value of TFP not flown OR
- commencing with the time the aircraft blocks in at the gate or is scheduled to depart from the gate, whichever is appropriate, at the station at which it is stranded and terminating with the time the aircraft blocks out of the station at which it is stranded, you will be paid one (1) TFP for each four (4) hours of such period (over two (2) hours shall count as a full four (4) hours; two (2) hours or less shall not count), whichever is greater.

The time period for calculation of stranded pay commences at the time the aircraft blocks in at the gate, or is scheduled to depart from the gate, whichever is appropriate, and terminates at the time the aircraft actually departs.

Example: Stranded Pay

Scheduled Sequence

	Flt.				Blk		
<u>Day</u> SU	NBR	ORG-DST	Dept.	Ariv.	Time	TFP	TFP
SU	530	SEA-BUR	1000	1218	218	2.7	
SU	583	BUR-PDX	1255	1505	210	2.4	5.1
МО	504	PDX-LAX	0655	0908	213	2.5	
MO	553	LAX-PDX	0950	1208	218	2.5	
MO	712	PDX-PHX	1355	1710	223	2.9	7.9

TU	725	PHX-PDX	0700	0844	244	2.9	
TU	725	PDX-SEA	0915	1000	50	1.0	3.9

TOTALS 16.9 hard-time TFP, plus a four (4)-TFP minimum of 0.1=17.0 total TFP.

Assume you fly Flight 725 PHX-PDX on Day Three, and that Flight 725 PDX-SEA cancels due to a mechanical. You deadhead to base on Flight 723, departing PDX at 1655. You have been "stranded" in Portland for over eight (8) hours. You will be paid the greater of two (2) TFP Stranded Pay or the scheduled TFP value of canceled flights not flown or made up the same day.

Revised Sequence

	Flt.				Blk		
Day	NBR	ORG-DST	Dept.	Ariv.	Time	TFP	TFP
SU	530	SEA-BUR	1000	1218	218	2.7	
SU	583	BUR-PDX	1255	1505	210	2.4	5.1
MO	504	PDX-LAX	0655	0908	213	2.5	
MO	553	LAX-PDX	0950	1208	218	2.5	
MO	712	PDX-PHX	1355	1710	223	2.9	7.9
TU	725	PHX-PDX	0700	0844	244	2.9	
TU DH	723	PDX-SEA	1655	1745	48	1.0	3.9

TOTALS 16.9 hard-time TFP, a four (4)-TFP minimum of 0.1, plus Stranded Pay of 2.0 TFP = 19.0 total TFP.

TFP paid for Stranded Pay can be identified on your Flight Attendant Pay Detail by the absence code "SR". (Section 21.O.)

- 1. When a Flight Attendant is rescheduled, reassigned, or receives a JA assignment at the completion of her/his sequence at home domicile, and the new assignment includes an RON which results in flying on a scheduled day off, the Flight Attendant will be compensated in accordance with Section 9.C.1.i of the Collective Bargaining Agreement.
- When a Flight Attendant is stranded (unable to fly her/his sequence for more than 2 hours) due to weather, mechanical problems, or to suit Company convenience, the Flight Attendant will be paid one of the following, whichever is greater:
 - a. The TFP that the Flight Attendant would have received had s/he flown the sequence(s) affected by the stranding in the manner that the sequence(s) was originally scheduled to operate (pay protection); or
 - b. The TFP calculated under Section 21.0.2 (stranded pay), plus the TFP value of the flights actually flown. The determination of the greater amount of the pay is made by comparing the pay protection to the stranded pay calculation under Section 21 O.2. Pay protection is calculated by subtracting the TFP value of flights actually flown during the

sequence(s) from the TFP value of the scheduled sequence(s). The Flight Attendant will be paid the greater amount of pay, based on the comparison, plus the TFP value of the flights actually flown.

c. When a Flight Attendant is stranded due to weather, mechanical problems, or to suit Company convenience, and the stranding leads to an RON which results in flying on a scheduled day off, stranded pay under Section 21.0.2. will be calculated separately from pay under Section 9.C.1.i. The period used to calculate stranded pay under section 21.0.2 will continue up to the time the duty period preceding the unscheduled RON was scheduled to end. Pay under Section 9.C.1.i will begin thereafter.

5. How am I paid when the aircraft is held awaiting departure (ground delays)?

If your actual ground time exceeds your scheduled ground time by more than ten (:10) minutes (not including turn times), you are paid one-half (0.5) TFP per hour, prorated and rounded up to the nearest .1 TFP, at the Flight Attendant's step rate including the first ten (:10) minutes, for block and ground delays. (Section 21.J)

6. How am I paid if my actual block time exceeds my scheduled block time?

If your actual block time exceeds your scheduled block time by more than ten (:10) minutes, you are paid one-half (0.5) TFP per hour, prorated and rounded up to the nearest .1 TFP, at the Flight Attendant's step rate including the first ten (:10) minutes, for block and ground delays. Block delays will be paid automatically with a few exceptions which you must submit an activity claim form for:

- a. block delays over sixty (:60) minutes.
- b. block delays on a flight that crosses midnight at any time. (Section 21.J.2.) (See also Arbitration #37-94 (Gaunt 2/5/96)

7. If I am required to remain with through passengers at home domicile until new crew arrives, how am I paid?

(The answer to this question applies only to sequences scheduled with additional scheduled ground time as reflected in the monthly bid package, or subsequently published in a revision to the monthly bid packet.) You may be required to remain a maximum of one (1) hour beyond your thirty minute (:30) debrief with through passengers. You will be compensated one (1) TFP at your appropriate trip rate. The "A" Flight Attendant is responsible to remain with passengers unless another crew member volunteers.

The "A" Flight Attendant, or her/his designee, may be scheduled and required to remain on board an aircraft with passengers, for a time period extending the thirty minute debrief period, only in the following circumstances:

- 1. The sequences which are scheduled with additional scheduled ground time are reflected in the monthly bid packets.
- The additional scheduled ground time does not cause the Flight Attendant to remain on duty in excess of 12:30 hours.
- 3. The additional scheduled ground time is scheduled only on continuing

flights as published in the Alaska Airlines flight timetable.

The additional scheduled ground time does not extend one hour beyond debrief. All Flight Attendants who remain with passengers during extended ground time be compensated one TFP at their appropriate pay rate. In the event that a reserve Flight Attendant remains with passengers for the extended ground time, said TFP shall be paid above quarantee.

8. What happens if my flight(s) cancels? Am I released? How am I paid?

If a flight(s) cancels due to weather, mechanical, or to suit Company convenience, you must contact Crew Scheduling for a release and/or an alternate assignment. You will be paid according to your scheduled sequence or what you fly, whichever is greater. (Section 21.N.) If your flight cancels in advance of the day of departure, the provisions of Section 10.T will apply.

9. How am I paid if my Charter cancels?

You will be paid as if the Charter were flown at 2.0 times the applicable trip rate.

10. Does ground holding accrue during debrief?

No. (Section 21.J)

11. How am I paid if I report to work and I am reassigned on a scheduled day of work?

You will be paid for any TFP flown over scheduled per duty period at 1.5 times the trip rate. If reassigned to a sequence worth fewer TFP, you will be guaranteed the TFP value of your originally scheduled sequence. The Company will not include any TFP added to reach the four (4)-TFP minimum per duty period when calculating the pay for the schedule change or reassignment in accordance with Section 10.8 If the reassigned sequence exceeds three (3) flights above scheduled or involves more days of flying on scheduled days of work, you may choose the following:

a) 1.5 times the trip rate for the flying above scheduled as stated above,

OR

b) a day off at one (1.0) times the trip rate. The specific day is subject to staffing availability. Any actual flying will be paid at straight (1.0) time. (Section 10.S., or 21.O., if applicable)

12. Is it possible to receive stranded pay and delay pay?

Yes, if you are stranded for over two hours while you are on duty. Once you are released into crew rest, you will receive only stranded pay under 21.0 (or pay under 9.C.1.i if released into an unscheduled RON).

13. What do I get paid for alcohol or drug testing?

You will receive \$15.

14. How am I paid for the taxi leg in Phoenix from the International to Domestic terminal?

You will receive \$15. If block-in at the International gate (including clearing customs and taxi) to block-in at the domestic gate exceeds one (1) hour, you shall receive an additional \$15 for each hour of duty worked, prorated to the nearest minute. You will also be compensated the \$15 if you call in sick for the sequence which includes the taxi leg.

The following will apply to inbound Flight Attendant crews from Mexico to Phoenix:

- <u>Continuing Flight Attendant crews may be required to re-board the aircraft at the Phoenix International Terminal for taxi to the Domestic gate. In this circumstance, each Flight Attendant shall receive \$15.00.</u>
- b. Flight Attendants who terminated their duty day in Phoenix and who were required to re-board the aircraft at the Phoenix International Terminal for taxi to the Domestic gate shall receive \$15.00. In this circumstance, if the Flight Attendant's duty time continued beyond 1 hour after initial block-in time at the international terminal, s/he shall receive \$15.00 for each additional hour of duty worked, prorated to the nearest minute. Duty time shall be extended to the time the Flight Attendant was relieved from duty at the Phoenix Domestic Terminal.

Flight Attendant crews inbound from Mexico who are scheduled to terminate the duty day in Phoenix may not be required to re-board the aircraft at the Phoenix International Terminal for taxi to the Domestic gate.

15. Is the profitability bonus outlined in Section 21.P. the same as the Variable Pay Plan?

No, the profitability bonus applies only to a Flight Attendant who is at the highest step of the pay scale as of the first of each year. See Section 29.A of the Agreement for information on the Variable Pay Plan.

16. Do I accrue sick leave on stranded pay?

No.

17. How am I paid if I experience a 24-hour delay on a Russia flight?

You will be pay protected for the TFP value of the first day of your sequence. Per diem will not be paid. If the delay continues and is going to affect a second calendar day which is your day off, you will be removed from the sequence with pay protection for the value of the sequence inclusive of the first day.

18. What is a Surface Deadhead?

Transport of a Flight Attendant at Company request to or from protecting a flight,

whether scheduled or unscheduled, via taxi, van, limo, bus, or other forms of ground transportation. <u>Surface deadhead is considered duty time for purposes of</u> rest and duty limitations.

19. When do I receive "A" pay?

Flight Attendant must actually fly a sequence or portion thereof, in order to receive the two dollars (\$2.00) for each TFP flown or credited. For example, if a Flight Attendant is awarded the "A" position on a sequence for which she calls in sick, the Flight Attendant would not be compensated the two dollars (\$2.00) "A" premium pay for the sequence. However, if a Flight Attendant actually flies the sequence and is credited beyond what is actually flown, as in the case of a four (4) TFP minimum, the Flight Attendant would receive the two dollars (\$2.00) "A" premium pay for each TFP flown or credited.

20. When do I advance to the next pay step?

You will advance a pay step on your anniversary date, if you have flown or been credited with at least 480 TFP in the calendar year preceding your Flight Attendant anniversary date. If you have been on a qualifying, unpaid leave of absence, or on a furlough, the 480 TFP threshold is reduced by one and one-third (1.333) TFP for each day of the leave. In your first year of employment as a Flight Attendant, it will also be reduced by one TFP for each day between January 1 and your date of hire.

Examples:

- It is April 2008. Your anniversary date is June 6, and you are currently at Step 3. You were credited with 800 TFP between January 1 and December 31 of 2007. You will advance to Step 4 on June 6, 2008.
- It is April 2008. Your anniversary date is June 6, and you are currently at Step 3. You were credited with 300 TFP between January 1 and December 31 of 2007. You will remain at Step 3 until June 6 following the first calendar year (January 1-December 31) in which you flew or were credited with at least 480 TFP.
- It is April 2008. Your anniversary date is June 6, and you are currently at Step 3. You were credited with 250 TFP between January 1 and December 31 of 2007, and you were on a medical leave for 250 days during that year. You will advance to Step 4 on June 6, 2008, because you will be considered to have received 332.5 TFP credit for the medical leave (250 x 1.333), giving you a total of 582.5 TFP for the year.

SECTION 22

EXPENSES

- A. A Flight Attendant shall receive an hourly per-diem allowance for each hour s/he is away from her/his domicile, starting at the time of required check-in and ending thirty minutes (:30) after arrival of her/his last flight in her/his sequence. This per-diem is designated as compensation for meals. The per diem allowance will be two dollars and five cents (\$2.05) per hour, and will increase by five cents (\$.05) on January 1st of each year, through and including January 1, 2010. For purposes of calculating the total amount of per diem for the bid month, hours away from domicile between 12:01 a.m. of the first day of a bid month to 12:00 a.m. midnight on the last day of the bid month will be included.
- B. The Company will provide transportation to and from airport and hotel at RON stations. If transportation is not available within thirty minutes (:30) from the time Flight Attendants require such transportation, the use of a cab is authorized subject to proper receipts.
- C. The Company will provide at all RON stations <u>first-class</u>, suitable hotel accommodations with single rooms for each Flight Attendant.
- D. The Company will pay directly for any hotel rooms and local transportation required.
- E. Using no less favorable parameters than are in effect as of March 7, 2006, for determining the flight segments on which crew meals will be provided, the Company will provide nutritious snacks for Flight Attendants. Nutritious snacks include shelf-stable products such as packaged tuna, peanut butter, dried fruit, nuts, whole-grain bars, and fresh-packaged fruits and vegetables. The Company and the Association will mutually determine whether a particular food product is appropriately nutritious.
- F. The Company will pay for all passport renewals. Flight Attendants are responsible for any other costs associated with renewal, such as photographs or expedited fees.

ADDENDUM TO SECTION 22

EXPENSES

Q. What are the rules for passport renewal?

A. Company policy requires Flight Attendants to carry a valid passport while on duty.

The Mexican government requires a passport for travel into and out of Mexico.

The Canadian government currently requires only appropriate identification of United States citizenship.

To renew a passport, it may be necessary for a Flight Attendant to mail in her/his current passport. If a Flight Attendant does not have her/his passport during the renewal process and has Mexico flying, Section 10.T, will be used to find alternate flying for the Flight Attendant. If no flying is available for the Flight Attendant, s/he will be pay assigned, in accordance with Section 10.T, as long as her/his attempts to renew the passport have been initiated at least fifteen (15) days prior to passport expiration date.

If a Flight Attendant has not initiated the renewal process at least fifteen (15) days prior to passport expiration date, the Flight Attendant will be removed from Mexico flying, without pay, until the passport is received. A Flight Attendant will not be removed from flying into and out of Canada if s/he does not have a current passport, as long as s/he is able to provide the appropriate identification of United States citizenship, as required by the Canadian government.

If a Flight Attendant who checks in for Mexico flying has forgotten her/his passport, s/he will be removed from the flying without pay. If a Flight Attendant who checks in for Canadian flying has forgotten her/his passport, but has appropriate identification of United States citizenship, as required by the Canadian government, s/he will not be removed from the flying.

If the Canadian government at any time requires a passport for entry, the rules governing Mexico flying will apply to Canada flying.

SECTION 23

INSURANCE BENEFITS

- A. The Flight Attendants' insurance plan shall be separated from the Company-wide plan, and shall provide benefits comparable to those offered under the Alaska Airlines pilots' insurance program, subject to the following limitation:
 - 1. Premiums: A Flight Attendant's contribution toward PPO rates will not exceed eighteen percent (18%) of the PPO's medical/dental/vision cost.

 A Flight Attendant's contribution toward the PPO plan will not be increased by more than fifteen percent (15%) per year, and will not exceed the following amounts:

Coverage		5/1/2006	1/1/2007	1/1/2008	1/1/2009	1/1/2010
Employee Only		\$64.98	\$74.7 <u>3</u>	\$85.94	\$98.83	\$113.6 <u>5</u>
Employee Spouse	+	\$129.96	\$149.4 <u>5</u>	\$171.87	\$197.65	\$227.30
Employee Children	+	\$110.47	\$127.04	\$146.10	\$168.01	\$193.21
Employee Family	+	\$175.4 <u>5</u>	\$201.77	\$232.03	\$266.84	\$306.86

- The 2010 rates will remain in effect until re-negotiated in a successorcollective-bargaining agreement.
- 3. The Company will offer a high-deductible group-insurance plan. Flight Attendants will pay no more than any other work group to participate in the plan.
- 4. For Health Maintenance Organizations (HMO), where offered, the Flight Attendant will pay the difference between the entire cost of the HMO and the Company contribution for the PPO plan, subject to a minimum Flight Attendant contribution of the amount charged to PPO plan participants.
- 5. Flight Attendants participating in Alaska Health will pay the same amount as the Company's pilots do for the same plan.
- 6. The Company will hold an Open Enrollment for Flight Attendants beginning June 1, 2006, to allow Flight Attendants to change insurance plans. Changes will take effect on July 1, 2006. Flight Attendants may not drop or add dependents, or drop or add coverage until the regular Open Enrollment in November, 2006, for coverage effective January 1, 2007.

B. Eligibility for Insurance

1. Flight Attendants must fly or be credited 480 TFP in a calendar year to

be eligible for Company-paid medical, dental and vision insurance. A Flight Attendant on an unpaid personal, military, extended, medical, maternity, FMLA, Alaska Family Leave, worker's compensation or parental leave of absence, or on a furlough (including voluntary furlough), will have the 480 TFP threshold reduced by one (1.333) TFP for each day on which s/he was on the leave of absence or furlough. A Flight Attendant with less than one calendar year of service will have the 480 TFP threshold reduced by one and one-third (1.333) TFP for each day from January 1 to her/his hire date.

- If the Flight Attendant is not credited with 480 TFP in the calendar year, s/he may elect to forego Company insurance coverage or to pay the entire premium.
- 3. Company-paid coverage will be restored in the first full month after the Flight Attendant flies or is credited 480 TFP in a calendar year.

SECTION 24

GENERAL & MISCELLANEOUS

- A. The Company should be notified by a Flight Attendant of any impending Jury Duty as soon as possible. If the Flight Attendant does serve on Jury Duty, s/he will be paid the TFP actually scheduled and missed. The Flight Attendant will furnish written proof of the time served on Jury Duty.
 - 1. Flight Attendants will coordinate Jury Duty with Inflight Administration as soon as possible after the Jury Duty notice is received. A copy of the Jury Duty notice must be submitted before schedules will be adjusted.
 - 2. If a Flight Attendant has Jury Duty during all five days of the week (M-F) and has a sequence, a portion of a sequence with a SIP or reserve days on the weekend (Sat. and/or Sun) and is scheduled for Jury Duty the following week, the Flight Attendant may choose whether or not s/he wishes to fly on the weekend. The Flight Attendant will not be paid if s/he chooses to drop the sequence or reserve days. Five TFP will be deducted from the reserve guarantee for each reserve day dropped. The Flight Attendant must inform Inflight Administration at least 48 hours prior to the departure of the sequence or the beginning of the reserve day (12 midnight) whether or not s/he will fly. The Flight Attendant will not be required to fly a sequence with a destination determined by Scheduling to have circumstances which could cause considerable delay such as weather, floods, earthquakes etc., if the Flight Attendant is scheduled for Jury Duty the following week. If the Flight Attendant does not fly the originally scheduled sequence on the weekend due to a circumstance listed above, the Flight Attendant may be reassigned and will be pay protected.
 - 3. If a Flight Attendant has a sequence prior to Jury Duty, which overlaps into the day Jury Duty is scheduled to begin, the Flight Attendant will be replaced at the SIP in order to return her/him to her/his domicile to attend Jury Duty. If there is not a SIP, the sequence will be dropped.
 - 4. If a Reserve Flight Attendant is on call with the court on a daily basis, the Flight Attendant must notify Inflight Administration if s/he is not needed by the court at first knowledge, and will go back on reserve for the day. The Reserve will not be assigned to a sequence with a destination determined by Scheduling to have circumstances which could cause considerable delay such as weather, floods, earthquakes etc., if the Flight Attendant is scheduled to continue Jury Duty the following day. If the Reserve is assigned a sequence, s/he will be scheduled to block in at home domicile no later than 12 midnight.
 - 5. If a Jury Duty notice confirms that a Flight Attendant will be needed with certainty for a period of time or the Flight Attendant is sequestered, sequences will be dropped with pay for the entire period. If not, sequences will be dropped on a sequence-by-sequence basis. It is the Flight Attendant's responsibility to call Inflight Administration and advise

- the Company if the next scheduled sequence must be dropped for Jury Duty. No Show points will not be adjusted if a Flight Attendant forgets to advise Inflight Administration to drop a sequence for Jury Duty.
- 6. If a Flight Attendant's Jury Duty ends in the middle of a scheduled sequence and there is a SIP, s/he will be required to pick up her/his sequence at the SIP. Failure to pick up the remainder of the sequence will result in a No Show and loss of pay.
- 7. Flight Attendants will be paid the TFP actually scheduled on the Flight Attendant's line as of the date of the postmark on the Flight Attendant's notification of Jury Duty, and missed due to Jury Duty. If the Flight Attendant has not yet bid or been awarded her/his bid, s/he will be paid for the TFP missed from the line that she was awarded.
- 8. Flight Attendants will not be paid for sequence(s) picked up and missed due to Jury Duty, unless s/he picked them up no later than the postmark date on her/his notification of Jury Duty.
- 9. Flight Attendants will only be paid if written proof of the time served on Jury Duty is submitted to Inflight Administration.
- 10. Upon request, a Flight Attendant will be afforded contractual rest before and after Jury Duty but will not be pay protected for any such adjustment to her/his line. The entire sequence will be dropped, unless the Flight Attendant elects to be placed on or removed from her/his sequence at the SIP, as applicable. If the Flight Attendant elects to break the sequence at the SIP, s/he will not receive the 4 TFP minimum; the Flight Attendant who picks up or is assigned the SIP will receive the 4 TFP minimum.
- B. All Alaska Airlines Flight Attendants and their immediate families shall be allowed the same pass and reduced fare privilege afforded other Alaska Airlines employees in accordance with Company policy.
- C. All letters of discipline (warning or suspension) will be <u>expunged</u> after eighteen (18) months after the date of issuance and, at the request of the Flight Attendant, will be removed from the Flight Attendant's personnel file.
- <u>D.</u> All orders involving furloughs, leaves of absence, discipline, or anything else affecting pay shall be in writing.
- E. A Flight Attendant will not be required to perform work normally assigned to a cleaner, provisioner or ramp or operations agent. The Flight Attendant will make a reasonable effort to tidy up the aircraft.
- F. In the event there is a shortage of payment in a Flight Attendant's pay check of one hundred dollars (\$100) or more due to Company error, and the Flight Attendant desires payment for such shortage prior to the next payday, the Flight Attendant shall notify the payroll department who will arrange for the payment for such shortage within three (3) work days of normal office hours.

- <u>G.</u> A Flight Attendant will be entitled to receive from the Company a copy of the entire personnel file upon request within seven (7) calendar days.
- H. The Company will provide security in all parking areas designated as Flight Attendant parking areas. Where permitted by Port Authority, a registered commuter whose commuter city is also a Flight Attendant domicile may elect to have parking at the commuter city instead of at her/his domicile; if the cost of the parking at the commuter city is more than at the domicile, the Flight Attendant will pay the difference.
- Operational orders for charters must be posted with duties expected and flight schedules.
- <u>J.</u> If transit time through any out station exceeds four (4) hours, the Company will provide single hotel rooms for each Flight Attendant.
- K. A Flight Attendant who, at the Company's request or who is subpoenaed, appears in connection with any occurrence arising out of the Flight Attendant's service with the Company will be paid for any such TFP missed and such TFP will count toward her/his monthly credit.
- Flight Attendants are not required to wear their uniform when riding on the jump seat and not on duty. Flight Attendants will be required to <u>be in possession of</u> their Company identification badge and comply with the Company dress code for non-revenue Passengers.
- M. Official check-rides may be conducted only by Alaska Airlines Inflight Service Department management personnel or supervisors.
- N. The Company will make accommodations for lactating Flight Attendants on the aircraft, provided it does not interfere with Flight Attendant duties and flight schedules, and will provide private areas at domiciles and training centers, as long as it does not require expenditures of funds.
- O. The child of a Flight Attendant may accompany the Flight Attendant when s/he is a working crew member only if:
 - 1. The child is old enough to fly unaccompanied (i.e., not as an unaccompanied minor) according to Company policy in effect at the time of the flight; or
 - <u>2.</u> The child is accompanied by another adult.
- P. Electronic Recording Devices

Should electronic recording devices, such as flight data recorders and video recording systems, be placed on the aircraft, any information obtained by means of such device will be used to discipline a Flight Attendant only in cases involving serious incidents or accidents.

Q. Spanish-Qualified Flight Attendants

1. Effective April 1, 2007, the Company may require that a Spanish-Qualified (SQ) Flight Attendant be on board flights between Los Angeles International Airport and Latin American cities when it is expected that the majority of passengers will speak only Spanish.

2. Filling of SQ Vacancies

- a. The Company may designate SQ Flight Attendant vacancies in LAX. The Company will initially post no fewer than sixty (60) SQ vacancies, which will be awarded in the following order:
 - 1) By system seniority among Flight Attendants who are already proficient in Spanish; then
 - 2) By system seniority among Flight Attendants who wish to become proficient in Spanish and who do establish such proficiency; then
 - <u>By new-hire Flight Attendants who are proficient in Spanish.</u>
- b. The Company will determine the need for future increases or decreases in the number of SQ Flight Attendants and, if necessary, fill vacancies in the same order described in Paragraph 24.Q.2.a.
- c. New hire SQ Flight Attendants may be awarded an SQ position (i.e., be based in LAX) outside of their seniority within their training class (but by seniority within the members of the training class who are proficient in Spanish), and may be assigned to LAX in inverse seniority order within the members of their training class who are proficient in Spanish. No Flight Attendant will be displaced because of such hiring and assignment.
- d. Flight Attendants currently on the seniority list who are filling SQ vacancies will be required to remain in the SQ program for twelve (12) months. New hires filling SQ vacancies must remain in the SQ program for twenty-four (24) months.
- e. Notification of the Flight Attendant's intent to be removed from or returned to the SQ list must be received by crew planning no later than the first day of the month prior to the bid month in which such removal or return would be effective.
 - 1) A Flight Attendant who is removed from the SQ list will remain domiciled in LAX, unless s/he so desires, and her/his seniority would permit, a voluntary transfer to another domicile under

Section 28.

- 2)

 If the Company needs to fill an SQ vacancy, it may displace a Flight Attendant who was awarded the LAX domicile solely because of an SQ vacancy (i.e., her/his seniority would not otherwise allow her/him to hold LAX) in inverse seniority order among Flight Attendants who have been removed from the SQ list. The Company will be responsible for moving expenses as outlined in Section 28.
- f. A Flight Attendant awarded an SQ vacancy will be based in LAX effective the first day of the bid month following the awarding of the bid. If a move is necessary, it will be accommodated based on the bidding timeline process. For the initial pool of SQ Flight Attendants, the move will be at Company expense as outlined in Section 28. All subsequent SQ transfers will be considered voluntary and will be unpaid.

3. Language Proficiency Procedures

- a. Only Flight Attendants who have passed a Companyapproved Spanish proficiency test will be awarded SQ
 vacancies. Flight Attendants will not be tested by Company
 employees. Flight Attendants who have expressed their
 intent to become proficient in Spanish will be allowed to bid
 for an SQ vacancy and will be awarded it upon passing the
 proficiency test. The Flight Attendant is responsible for
 ensuring that s/he will be able to pass the proficiency test
 prior to the posted transfer date.
- b. An SQ Flight Attendant may be tested periodically, but not more than annually, to ensure that s/he has maintained her/his Spanish proficiency. If s/he does not pass the test, s/he will be given an opportunity to refresh her/his proficiency, at her/his own expense, and to take the test again within a reasonable period of time. This re-test is not considered a periodic test, and will be paid for by the Company. If s/he again does not pass, her/his name will be removed from the SQ list.
- c. A Flight Attendant removed from the SQ list may bid for a subsequent SQ vacancy, and, provided that s/he has sufficient seniority and Spanish proficiency, will be awarded a vacancy.

Spanish-language training

Flight Attendants who volunteer for language training will enroll in and begin a Company-approved language course.
 The course must be completed by the date of the expected

transfer to LAX or assignment to the SQ pool.

- b. The Company will pay the cost of tuition and required materials associated with the language course at a Company approved school. All training will be subject to the following conditions:
 - 1) The employee was classified as a Flight Attendant while enrolled in the language course.
 - 2) The Company has approved the language course prior to the Flight Attendant's enrollment.
- c. The Company will provide a language-training facility in Los Angeles and will make a reasonable effort to approve at least one language training facility at each domicile location as well as on-line. Alternatively, a Flight Attendant may locate a training program on her/his own and request that it be approved by the Company.
- d. Each Flight Attendant's progress in the course may be periodically evaluated by the course instructor(s). If a Flight Attendant does not demonstrate satisfactory progress, s/he may be removed from the course.
- e. Following completion of the Spanish language course, Flight
 Attendants will be given a language speaking proficiency test.
 Those who pass will be awarded a position in the SQ program as described above.
- Award and Assignment of SQ Sequences
 - <u>a.</u> The "B" position will be designated as the SQ position on SQ flights.
 - <u>b.</u> The SQ position can be awarded or assigned only to SQ Flight Attendants.
 - <u>During line construction</u>, SQ sequences that have not been bid will be awarded in inverse seniority order to SQ Flight Attendants.
 - d. An SQ Flight Attendant may pick up any open trip in accordance with Section 12 of this Agreement. An SQ Flight Attendant may trade her/his SQ sequence with another SQ Flight Attendant, or with Open Time for another SQ sequence.
 - e. SQ sequences may be junior assigned only to SQ Flight Attendants, and only SQ Flight Attendants may VJA an SQ sequence.

- f. Reserve assignments to SQ sequences will be made to the SQ Reserve with the least time in the month. Reserve assignments may be made out of order to fill an open designated SQ position, but must still be filled in order within the SQ reserve pool.
- g. If the Company knows that the SQ pool is insufficiently staffed to cover an SQ sequence, it may convert the SQ position to an ordinary "B" position and make the sequence available to all Flight Attendants. The conversion will be made as soon as practicable after the Company learns that SQ staffing will be insufficient.
- 6. The SQ Flight Attendant will perform all duties and responsibilities normally associated with the "B" Flight Attendant position. Additionally, the SQ Flight Attendant will be responsible for handing out all required customs and immigration forms and any other international forms that may be required. The SQ Flight Attendant will make all required announcements in Spanish and will assist passengers with any Spanish language needs. The duties and responsibilities associated with the "B" position will be the SQ Flight Attendant's primary responsibility, and the SQ duties will be secondary.
- R. The Company will provide at least fifteen (15) computers in Seattle, two (2) in Anchorage, two (2) in Portland, two (2) in Los Angeles, two (2) in Orange County, and one (1) in Ontario. In addition, the Company may review providing computer terminal access at outlying stations. The Company will also provide six (6) printers in Seattle and one (1) in all other domiciles and co-terminals.

ADDENDUM TO SECTION 24

GENERAL AND MISCELLANEOUS

1. When I submit a Pay Inquiry to Inflight Administration claiming a pay check shortage of one hundred dollars (\$100) or more due to Company error, when can I expect a response?

When a Flight Attendant submits a Pay Inquiry to Inflight Administration claiming a pay check shortage of one hundred (\$100.00) or more due to Company error, Inflight Administration will process the inquiry within three (3) days after receipt. If Inflight Administration agrees that payment is due, a check will be issued within three (3) days thereafter. If Inflight Administration decides that payment is not due, they will immediately notify the Flight Attendant via her/his Company e-mail. The three (3) day periods listed herein shall not include weekends and holidays,

2. How am I paid for Jury Duty?

You will be paid for TFP scheduled on your original bid line or picked up no later than the postmark date on your Jury Duty notification and missed due to time served on Jury Duty.

SECTION 25

SAFETY, HEALTH, & SECURITY

- A. The Company recognizes the importance of health and safety to Alaska Airlines and all Flight Attendants, and agrees to the formation and utilization of the <u>Safety</u>, Health and Security Committee to be appointed by the Association.
- B. The Committee will review all job related Flight Attendant accidents, illnesses and Hazard Reports and will issue written recommendations. The Committee will be provided with full copies of Company I-21 reports, or equivalent information should the form title change. The Company will also provide copies of its Cabin Safety Reports, or equivalent information should the form title change, unless the Flight Attendant(s) requests otherwise. The Company will supply the results of any health or safety surveys conducted which affect Flight Attendants as they become available to Alaska Airlines.
- C. The Company will provide a safe and healthy work place. The Company will inform Flight Attendants of potential environmental hazards.
- D. Air contamination and noise level information, if monitored by Government agencies and furnished to the Company will be furnished to the Safety, <u>Health and Security Committee</u>.
- E. Each Flight Attendant will be provided with one (1) pair of ear plugs, and will be provided with one (1) pair each year thereafter at Company expense.
- F. The Flight Attendants' <u>Safety</u>, Health and <u>Security</u> Committee will be notified and may send a representative to any and all Company health and safety meetings affecting Flight Attendants. <u>The Company will consider the recommendations of the MEC Safety</u>, Health and <u>Security Committee in matters affecting the safety and health of Flight Attendants</u>.

G. Safety Information

- 1. The MEC Safety, Health and Security Committee Chair or designee will be allowed to attend Company-FAA emergency evacuation demonstrations or partial demonstrations of airplanes that the Company plans to operate. The Company will seek the approval of the FAA, the respective government authority, and/or the manufacturer, to permit the attendance of Association designee(s) at government required certification tests.
- The Company will notify the MEC President or designee of a decision to add new aircraft to its fleet or to reconfigure or re-design the interior of any aircraft. The Company will discuss with the MEC Safety, Health and Security Committee the parties' interests and concerns for inflight safety and allow the Association to comment on the aircraft acquisition or changes to the cabin interior of the current fleet.
- 3. The Company will provide the Association an opportunity to review maintenance reports, records and equipment repair and/or equipment

- performance analysis reports upon request, provided that the request be made within forty-five (45) days of the incident giving rise to the request.
- 4. Material Safety Data Sheets for all chemicals used to clean, disinfect, exterminate, seal or otherwise treat aircraft interiors will be available to Flight Attendants for review upon request.
- 5. The Company safety committee and the MEC Safety, Health and Security Committee shall meet quarterly to study and evaluate matters relating to the safety of Flight Attendants.

H. Accidents, Serious Incidents and Hijacking

- Upon notification of an accident/serious incident/hijacking involving Flight Attendants, the Company will promptly notify the MEC President or designee.
 - a. Aircraft Accident An occurrence which causes damage to a Company aircraft with Flight Attendants onboard in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.
 - <u>b.</u> <u>Hijacking (Air Piracy) Seizure or attempted seizure of a Company aircraft with Flight Attendants onboard by actual or threatened force or violence.</u>
 - c. Serious Incident An occurrence with Flight Attendants onboard a Company aircraft involving any of the following:
 - 1) Serious injury to a Flight Attendant;
 - <u>Actual passenger evacuation of an aircraft;</u>
 - 3) Fire or smoke on the aircraft (including on the ground);
 - 4) Assault or crew interference;
 - 5) Rapid decompression;
 - <u>Severe turbulence;</u>
 - <u>Cabin preparation for evacuation and/or emergency</u> landing;
 - 8) Death onboard, where a Flight Attendant provided medical assistance.
- The Company shall promptly notify the designated emergency contact of each Flight Attendant involved in a serious accident or hijacking.

- 3. In the event of an aircraft accident involving Company aircraft and Flight Attendants, the Company shall permit the Association designee(s) immediate release from duty after the accident. If the Association is granted access by the FAA, NTSB or other governmental agency to a crash site, the Company will facilitate and expedite the arrival of the Association representatives to the crash site.
- 4. A Flight Attendant requested or required by the Company, governmental agency, or court of law to be interviewed or questioned regarding an accident or incident resulting in damage to a Company aircraft will be released from her/his schedule to do so and will be furnished free, positive space transportation by the Company and will be pay protected.
- I. The Company will notify the MEC President or designee as soon as practicable of information it receives regarding hostilities and/or political disruptions that 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 or designee, the Company will meet and review the effect of such hostilities and/or disruptions on Flight Attendants.

J. Cabin Environment

The Company will perform maintenance checks of aircraft environmental systems and ensure these systems perform to applicable governmental regulations.

K. Employee Assistance Program ("EAP")

- 1. The Company will provide the Association's EAP Chair with complete copies of Flight Attendant work group reports on EAP and behavioral health care access, utilization and management when they are provided to the Company by their vendor or other source.
- 2. The Company will provide the Association with annual copies of statistical reports on Flight Attendant Work Group DOT drug and alcohol tests. The reports will contain the same information that is reported to DOT by the Company.
- 3. The Company will recognize and promote all avenues of assistance, including the Association's EAP.
- 4. Changes to Behavioral Health/EAP/Drug Testing and Critical Incident Response Policies and Procedures will be discussed with the Association, and the Company will consider the Association's recommendations.
- 5. The Company will provide no less support and resources to the Association's EAP Committee than it provides to any other workgroup assistance program or service, if so requested by the Association.
- 6. A Flight Attendant who refers herself/himself to EAP assistance prior to the notification of any drug or alcohol test will be considered a self-referral.

ASSOCIATION SECURITY

- A. Any Flight Attendant who, on the effective date of this Agreement, is eligible to become a member of the Association, will do so as a condition of continued employment with the Company. A Flight Attendant will become an Association member upon the completion of her/his initial probationary period. (First 180 days of employment.) For the purpose of Section 26, a Flight Attendant shall be considered a member of the Association if s/he tenders the initiation fees and periodic dues uniformly required as a condition of membership.
- B. All new Flight Attendants of the Company hired on or after the effective date of this Agreement, shall make application for membership in the Association within sixty (60) days after date of employment with the Company, and shall thereafter maintain membership in the Association as provided for in Paragraph A. of this Section.
- C. If a member becomes delinquent in the payment of her/his initiation fee or membership dues, such member shall be notified by mail, with delivery confirmation, copy to the Company, that s/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 Flight Attendant that s/he must remit the required payment within a period of fifteen (15) calendar days, or be discharged.
- D. If upon the expiration of the fifteen (15) days, the Flight Attendant still remains delinquent, the Association shall certify in writing to the Company, copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed, and is, therefore, to be discharged. The Company shall then take proper steps to discharge such Flight Attendant from the services of the Company. Such discharge shall be deemed to be for just cause.
- E. Any determination under the terms of this Section shall be based solely upon the failure of the Flight Attendant to pay or tender payment of initiation fee or membership dues, and not because of denial or termination of membership in the Association upon any other grounds.
- F. Dues Check Off. During the life of this Agreement, the Company will deduct from the pay of each member of the Association and remit to the Association initiation fees and monthly membership dues uniformly levied in accordance with the Constitution and By-Laws of the Association, provided such member of the Association voluntarily executes the agreed form, which is hereinafter included in this Agreement to be known as "Check-Off Form", which shall be furnished by the Association. The Company will not be required to deduct initiation fees or monthly membership dues unless the Company has received a Check-Off Form and has not received a notice of revocation thereof as provided in the "Check-Off Form". Initiation fees will be deducted in five equal installments from the paycheck that the Flight Attendant receives on the twentieth (20th) day of the month, beginning with her/his first paycheck. The wording of the "Check-Off Form" shall be as follows:

ASSIGNMENT AND AUTHORIZATION CHECK OFF OF ASSOCIATION DUES

TO: ALASKA AIRLINES

As provided in and subject to the terms of the Agreement between Alaska Airlines and the Association of Flight Attendants-CWA, AFL-CIO, I hereby authorize the Company, as a benefit and service to me, to deduct monthly from my earnings my Association dues for that month in the amount established and levied in accordance with the Constitution and By-Laws of the Association and to pay such amount monthly to the designated officer of the Association. I also authorize the Company to deduct monthly from my earnings any initiation fee levied by the Association, until such amount is paid in full.

I agree this authorization shall be effective from the date set forth below and shall continue for a period of one (1) year and shall continue in full force and effect from year to year unless I give the Company and the Association a written notice of revocation within the fifteen (15) day period prior to the anniversary date of this Agreement, and as provided by law, and if not so revoked by me, this authorization shall continue to be irrevocable except in the manner above during subsequent periods of revocation.

This authorization shall automatically be terminated if at any time the Association ceases to be my recognized bargaining representative.

Amount	_ Date
Employee's Signature	
Employee No.	

G. All Check Off Forms will be submitted through the Secretary/Treasurer of the Association who will forward the original signed copy to the payroll manager of the Alaska Airlines Accounting Department. A properly executed Check Off Form will become effective not later than two (2) weeks after it is received by the payroll section of the Accounting Department. Improperly executed forms will be returned to the Association.

GENERAL - ASSOCIATION INFORMATION

- A. The Company shall cause to be printed and distributed to each Flight Attendant a copy of this agreement within a reasonable amount of time after ratification of the Agreement. All new Flight Attendants will be given a copy of this agreement during training.
- B. Any deviation from this Agreement may be made by mutual agreement between the Company and the Association. Such mutual agreement must be in writing and signed by the parties thereto and will be printed and distributed by the Company to all Flight Attendants for addition to their Association contract.
- C. During the term of this Agreement, it is understood and agreed that the Company will not lock out any employee covered hereby, and the Association will not authorize or take part in any slowdowns, sitdowns, work stoppage, striking or picketing of Company premises.
- D. At least five (5) Flight Attendants will be granted relief from flight status for purposes of official Association business. Relief will be requested by telephone or in writing by the MEC President or her/his designee. Such Flight Attendants shall be paid by the Company during such period, and the Association will reimburse the Company.
- E. A bulletin board, including a locked, glass enclosed bulletin board, will be provided by the Company at Seattle and any other domicile created under this Agreement for use by the Association of Flight Attendants for posting notices of Association recreation and social affairs, elections, membership meetings and official notices from the Association. Posted notices shall not contain anything of a defamatory or personal nature attacking the Company or its representatives.
- F. The Company will provide to the Association <u>by electronic means</u> a <u>weekly copy</u> of current addresses and phone numbers of all Flight Attendants with the inclusion of unlisted numbers as authorized by the Flight Attendant.
- G. The Association will be permitted by the Company to utilize the individual mail boxes in the Flight Attendant lounge for all official Association business.
- H. The Inflight Services Department will recognize and utilize Association committees.
- I. The Association will have a locked deposit box in the Flight Attendant crew lounge to be used for official Association business.
- J. The Company will provide the Association upon hiring, the names and addresses of Flight Attendants who are eligible for Association membership.
- K. A copy of the permanent Flight Attendant Seniority List will be mailed to the MEC President monthly during the term of this Agreement and monthly to the LEC Presidents.

- L. The Company will provide positive space passes for <u>Alaska Flight Attendants for</u> Association business. The Company will also provide positive space passes for Association and CWA staff and International Officers to use for business related to Alaska Airlines.
- M. Upon request, the Company will provide the Local President with a list of all Flight Attendants on leaves of thirty (30) days or more and of Flight Attendants who have transferred to non-flying or supervisory duties. Current additions or deletions may be requested on a monthly basis. Such list shall include names, employee numbers, dates leaves began and expected dates of return, if known.
- N. The Company will provide one hour (1:00) for the purpose of Association orientation on a regularly scheduled training day during the new hire class period.
- Office Space. Upon request, the Company will provide the Association with reasonable office space on Company property which may be used for representation purposes and Association business. The Company will maintain any lease it has for office space for the Association. With written notice of no less than 60 calendar days, the Company may discontinue any leases it maintains for Association office space, but will provide new space for occupancy no later than the termination date of the prior lease.

P. Flight Pay Loss

- 1. It is expressly recognized that the MEC President and other named positions with the Association are an integral part of the resolution of disputes between the Company and Association. Furthermore, it is expressly recognized that Flight Attendants are in a unique situation in that they work by design at intermittent intervals. Flight Attendants are not regularly scheduled to be on the Company premises during the regular work week. The parties expressly recognize the need to have Association officers regularly available for weekly meetings and conferences related to the administration of the Agreement. In consideration of the Association's agreement to make the President and other named Association officers available on a regular basis during the regular work week and business hours of the Company, the listed Association officers shall be compensated as follows:
 - <u>a.</u> <u>MEC President: 1 @ 118.2 Trips for pay/month (TFP/month)</u>
 - b. LEC Presidents: 44 TFP/month
 - Other Company-designated non-flying responsibilities: six (6)
 <u>TFP for each 8 hours worked (minimum six (6) TFP for attending meetings with Company).</u>
 - d. All Flight Attendants shall receive a 5% override in lieu of per diem for all Association and Company business pay.
 - e. All Flight Attendants receiving Company business pay will also receive "A" pay.

- Flight Attendants serving in any of the above capacities, described in P (1.) a. and b. may, during extended LOA, Sick Leave, or Vacation, delegate to a successor the responsibilities and pay assigned above. Any delegation shall be for at least one full week at a time. Monthly payments and accruals shall be prorated if necessary.
- Q. The Company will collect and transmit each month to the Treasurer of the Association of Flight Attendants' Political Action Committee (AFA-Flight PAC) voluntary contributions to Flight PAC from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the Flight PAC. The contributions will be deducted from the employee's paycheck issued by the Company on the 20th of each month until such time the employee submits a written request to discontinue said contributions. The amount of such monthly deductions and the transmittal of such voluntary contributions shall be as specified by the individual employee in such forms and in conformance with any applicable state and/or federal laws.
- R. The Company will collect and transmit each month to the Treasurer of the Association's Pegasus Project Fund voluntary contributions from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the Association. The contributions will be deducted from the employee's paycheck issued by the Company on the 20th of each month until such time the employee submits a written request to discontinue said contributions. The amount of such monthly deductions and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state and/or federal laws.
- S. The Company will collect and transmit each month to the Treasurer of the Association's Disaster Relief Fund voluntary contributions from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the Association. The contributions will be deducted from the employee's paycheck issued by the Company on the 20th of each month until such time the employee submits a written request to discontinue said contributions. The amount of such monthly deductions and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state and/or federal laws.
- T. The Association may use an electronic bulletin board on the Company's intra-net system for posting notices of Association recreation and social affairs, elections, membership meetings, and official notices from the Association. Posted notices shall not contain anything of a defamatory or personal nature attacking the Company or its representatives or employees. Should the Association and the Company become involved in a labor dispute the Company may restrict the operation of the electronic bulletin board assigned to the Association.

DOMICILES

- A. If, during the term of this Agreement, the Company chooses to operate multiple Flight Attendant domiciles, the following rules shall apply:
 - Master bids for transfer to a new domicile, which shall be made before opening of the new domicile, may include a contingency proposed by the Flight Attendant.
 - 2 After opening of the new domicile, vacancy bids may not include a contingency proposed by the Flight Attendant.
 - 3. All hours of service and scheduling regulations will apply to all additional domiciles.
 - 4. Reserves may be cross-utilized between or among domiciles, provided that applicable deadhead rates shall apply when a reserve is required to deadhead to or from her/his domicile.
 - 5. No sequence trades shall be allowed between domiciles.
 - 6. No vacation slots may be traded between domiciles.
 - 7. No "JA'ing" will be allowed between domiciles.
 - 8. In case of irregular operations, the Company will make all reasonable efforts to return the Flight Attendant to her/his proper domicile at the end of the sequence. If such return is impossible, applicable deadhead rates shall apply for return to the proper domicile.
 - 9. Flight Attendants may trade bases on the following terms:
 - a. Base trades will be granted on a monthly basis, provided that Inflight Administration is notified in writing by the 5th day of the prior month.
 - <u>b.</u> The trade must be for a minimum of three (3) months;
 - Moving expenses will not be paid;
 - $\frac{\text{d.}}{\text{trades.}} \qquad \frac{\text{Probationary Flight Attendants are not eligible for base}}{\text{trades.}}$
 - e. If a base-trading Flight Attendant is awarded a master bid transfer request, the base trade is terminated and the other Flight Attendant must return to her/his permanent base;
 - <u>F. Personal leaves will be awarded to base-trading Flight Attendant only after such leaves have been awarded to permanently domiciled Flight Attendants;</u>

- g. A base-trading Flight Attendant will bid at her/his own system seniority;
- h. Legalities will apply to month-end overlap; each Flight
 Attendant is responsible for trips or reserve days at the new
 base in the new month; and
- I. If a base-trading Flight Attendant is awarded a leave of absence, the other Flight Attendant will remain in the traded base:
- <u>Paragraph E of this section applies to Flight Attendants</u> participating in base trades.
- B. Moving expenses incurred in connection with transfer to a new domicile shall be compensated as follows:
 - A newly established domicile shall be considered to be a "new domicile" for a period of four (4) consecutive months. Flight crews transferred during such period shall be considered as transferred at Company request and their moving expenses shall be paid by the Company per Paragraph B.5. of this Section.
 - Moving expenses incurred during the training period incident to original employment shall be borne by the individual. Flight Attendants who are recalled from furlough into a base other than their last assigned base will be moved at Company expense subject to the provisions of this section.
 - 3. Moving expenses of Flight Attendants who are assigned during a vacancy bid to domiciles which are not new domiciles shall be paid by the Company per Paragraph B.5. of this Section. A Flight Attendant is considered to be assigned for purposes of this paragraph if, due to her/his seniority, s/he would have been required to accept a vacancy bid regardless of the choices expressed on her/his Master Bid.
 - Successful bidders on a vacancy bid shall pay their own moving expenses.
 - 5. Flight Attendants eligible for Company paid moving expenses under the provisions of this Section shall be reimbursed per the following provisions:
 - a. Actual moving expenses, including packing, unpacking, and insurance for household effects up to 14,000 pounds or 1,400 cu. ft., including up to sixty (60) days' storage.
 - b. Eighteen (18) cents per mile or Company policy whichever is greater, for the first vehicle, and twelve (12) cents per mile for the second vehicle, based on the shortest AAA mileage between old and new domicile.

- c. Actual expenses (within reason supported by receipt) for meals and lodging en route for the Flight Attendant and members of her/his dependent family with a maximum of fiftyfive dollars (\$55.00) per night per family for lodging.
- d. Travel time shall be allowed at the rate of one calendar day for each three hundred fifty (350) miles or fraction thereof, based on the shortest AAA mileage between old and new domicile.
- e. For each day of travel time, a Flight Attendant shall receive pay for all lost TFP or three (3) TFP per day, whichever is greater.
- f. If a Flight Attendant's present residence is other than the present domicile, the Company shall pay for the move from the Flight Attendant's present residence to the new domicile, but not greater than an amount equivalent to be paid for a move from her/his present domicile.
- g. The Company's obligation for a paid move to the new domicile shall terminate if not used within twelve (12) calendar months.
- C. 1. The Company will determine when a vacancy exists at a domicile due to additional aircraft to the schedule, new Flight Attendant classes and attrition.
 - Domicile vacancies will be posted for a period of fourteen (14) days prior to closing. The bid will include the number of vacancies in each domicile, the date the bid is effective and any other relevant information.
 - 3. The vacancies will be awarded by system seniority using the Master bid cards on file. Any vacancies assigned will be done in reverse seniority.
 - Any Flight Attendant may submit an updated Master bid (no contingency) at any time prior to a vacancy bid closing. These updated cards must be submitted in the Vacancy Bid Box in the Inflight Services Department.
 - Moving expenses incurred by a successful vacancy bid will be paid by the Flight Attendant per paragraph B.4, Section 28 of the Flight Attendant Contract.
 - Moving expenses of Flight Attendants who are assigned during a vacancy shall be paid by the Company per paragraph B.5, Section 28.
 - 7. The Company will furnish the LEC President of the base(s) affected with an updated seniority list reflecting any Flight Attendants successful in bidding a vacancy bid.

8. If the Company elects to fill the vacancy, the Company, at its option after the sixth (6th) transfer, may fill the vacancy by hiring a new Flight Attendant.

D. Voluntary Transfer of Domiciles

- 1. A Flight Attendant voluntarily transferring to another domicile or participating in a base trade will contact Crew Scheduling when her/his line of time of reserve day(s) of availability interferes with her/his ability to report to the other domicile for her/his first sequence or reserve day in the other domicile. Crew Scheduling will adjust the Flight Attendant's schedule to allow her/him adequate time to relocate to the new domicile.
- Relocation drops without pay may be provided to the Flight Attendant upon request and with management approval. Such approval will not be unreasonably withheld.

E. Co-Terminals

- 1. The term "co-terminal" shall mean certain designated airports proximate to the Los Angeles International (LAX) base. The designated airports are: Burbank Airport (BUR); Ontario International Airport (ONT), John Wayne (Orange County) International Airport (SNA) and Long Beach Airport (LGB).
- 2. In the event a sequence does not return to the co-terminal from which it departed, the Company will provide prompt transportation back to the departure co-terminal. A Flight Attendant's duty period shall be extended by one (1) hour for such time spent returning to the departure co-terminal, such time shall be considered scheduled deadhead time and the Flight Attendant will receive pay credit at the rate of one-half (0.5) of the trip rate and credit for such time. A Flight Attendant's rest period shall be determined from the one (1) hour or actual arrival time at the departure co-terminal whichever is later.
- 3. The Company shall provide free paved and lighted parking facilities at all co-terminals and provide transportation from such parking to the terminal, if necessary.
- 4. At co-terminals from which sequences depart, the Company will provide Flight Attendants with manual revisions and a hard copy of the bid package which will be kept current. The Company may discontinue providing Flight Attendants with manual revisions and a master bid package in the event that there are no published sequences which originate at that co-terminal.
- 5. Flight Attendants domiciled at the LAX base will receive "co-terminal pay" at the rate of ten dollars (\$10.00) per sequence they fly that departs from a co-terminal.
- 6. The Company will construct sequences departing from the ONT and

- SNA co-terminals equal to no less than three times the line average for the month, evenly distributed through the month.
- 7. Should the Company open co-terminals at any other domicile, the Company and the Association will negotiate provisions similar to those in Paragraph E to cover the new co-terminals.
- F. Commuter Policy. The following sets forth the rules concerning Flight Attendants that live in other cities and commute to the assigned domicile on Alaska Airlines:
 - 1. The rules set forth in this agreement apply only to Flight Attendants who list themselves with the Inflight Department as commuters and designate an airport on the Alaska Airlines flight schedule as a point of commuter origination (i.e. a Flight Attendant living in Flagstaff would designate Phoenix, Arizona as the commuter city). A Flight Attendant living in a metropolitan area served by Alaska Airlines must designate an airport served by Alaska Airlines in that metropolitan area as the commuter city (for example, a Flight Attendant living in Reno, Nevada must designate Reno as the commuter city and could not designate Las Vegas, Nevada).
 - 2. The commuter must make all reasonable efforts to arrive in their domicile or applicable co-terminal prior to their scheduled check-in time (one [1] hour prior to departure of the scheduled sequence). However, if two (2) consecutive scheduled flights from the commuter's designated city to the domicile or applicable co-terminal are canceled due to weather in the designated city or in the domicile or applicable co-terminal, mechanical problems, Company conveniences, or the flights are significantly delayed (the second flight is posted at least thirty minutes (:30) or more late), and such flights would have arrived in the domicile or applicable co-terminal thirty minutes (:30) prior to scheduled check-in time, the Flight Attendant shall notify Crew Scheduling prior to scheduled check-in and Crew Scheduling will have the option of assigning the Flight Attendant to any one of the following:
 - a. Allow the Flight Attendant to rejoin the Flight Attendant's scheduled sequence at the SIP or at a point mutually agreed upon between the Flight Attendant and Crew Scheduling;
 - <u>Give the Flight Attendant another sequence from the Flight Attendant's commuter city or a later sequence in the Flight Attendant's domicile;</u>
 - <u>c.</u> Assign the Flight Attendant as an APSB reserve in the designated commuter city;
 - d. If the Flight Attendant is assigned as an APSB reserve under c) above and not assigned a sequence within four (4) hours after being designated APSB reserve, the Flight Attendant will be assigned to a sequence the following day from the domicile city;

- e. If the options above are not used by Scheduling, the Flight Attendant will be granted a personal leave for the Flight Attendant's scheduled sequence of flying. If the Flight Attendant is granted a personal leave, s/he will be required to pick up comparable Open Time to replace the sequences lost within thirty (30) days after the date of the personal leave. If the Flight Attendant does not pick up open time within thirty (30) days, Scheduling will assign the Flight Attendant to comparable open time and provide notification of the assignment.
- 3. As used in Paragraph 2 above, the term "comparable Open Time" shall mean a 3-day for a 3-day; a 4-day for a 4-day; a 2-day for a 2-day; and a 1-day for a 1-day. In the event of a disagreement as to comparability, the Director of Crew Scheduling or her/his designee shall make the final determination.
- The commuter will not be compensated for the TFP lost due to the personal leave. Flight Attendants will be compensated for the TFP actually flown if given another sequence. If the Flight Attendant is assigned as an APSB reserve and not used that day, the Flight Attendant will be credited one tenth (.1) TFP for each six (6) minutes of APSB up to a maximum of four (4) TFP per duty period.
- 5. <u>The Commuter Policy applies when a registered commuter is junior assigned.</u>
- 6. Registered commuters will be given boarding priority over Company employees (and dependents) on pleasure travel and over all employees of other airlines (including commuting employees).

ADDENDUM TO SECTION 28

DOMICILES

1. What is a contingency bid?

Master bids for transfer to a new domicile made before opening of the new domicile may include a contingency proposed by the Flight Attendant. The contingency may include a specific seniority number or range. If your contingency bid is possible at the time we close bids for the new base, you will be awarded the base. (Sec 28.A.1)

2 Can sequences be traded between domiciles?

No, except giveaways between domiciles can occur. (Section 28.A.5)

3. Do I have to drive to receive travel time?

No. (Section 28.B.5.d.)

4. If I am assigned to a vacancy at a base other than my current base while on a Leave of Absence, when does my 12 calendar months in which to use my paid move begin?

Your 12 months begins on the day you return to active service. (Section 28 B.5.g.)

5. Are newly hired Flight Attendants entitled to expenses incurred in moving to their initially assigned domiciles?

No. (Section 28.B.2) See Arbitration decision #20-96 (Gaunt 8/1/97).

6. Can I change my commuter city?

Yes, in accordance with Section 28.F.1.

7. Can registered commuters use a Might Be Late?

No, registered commuters may not use the Might Be Late policy. (Section 32.C.7)

8. Are Horizon cities or flights covered in the commuter policy?

No, except as may be provided by specific agreement (e.g., PDX Co-Domicile Agreement).

SECTION 29

PROFIT SHARING AND RETIREMENT

A. Variable Pay Plan

Flight Attendants will participate in the Variable Pay Plan (VPP). Each Flight Attendant will receive a lump-sum distribution equal to one percent (1%) (or portion thereof) of her/his earnings for the preceding calendar year for each percentage point (or portion thereof) that the Company's adjusted pre-tax profit margin exceeds five percent (5%) (or portion thereof), up to twelve percent (12%) (or portion thereof), for a maximum pay out of seven percent (7%). The VPP will be paid no later than April of the following year.

- 1. A Flight Attendant's earnings includes all amounts paid in TFP (e.g., flight pay, sick leave, vacation, etc.)
- 2. "Adjusted pre-tax profit" means the Company's pre-tax profit as determined under Generally Accepted Accounting Principles (GAAP), audited by the Company's independent auditors, and reported to the Securities and Exchange Commission (SEC), as adjusted for special items, including the cumulative effect of accounting changes, extraordinary items, and other special items as may be called out in the calculation of adjusted pre-tax profit for security analysts.
- 3. In no case will the definition of adjusted pre-tax profit be less favorable than that used by the Alaska Airlines, Inc., Profit Sharing Plan and/or the Company's Performance Based Pay (PBP) or successor plan. All figures shall be audited figures of Alaska Airlines, Inc., which are publicly reported pursuant to SEC reporting requirements for the calendar year for which the VPP is earned. The Association shall have the right to verify such numbers to the extent that any such information would be available to shareholders of the Company.
- 4. For calendar year 2006, Flight Attendants will receive the greater of VPP or profit sharing under the Alaska Airlines, Inc., Profit Sharing Plan, which will be paid by April, 2007. For calendar years 2007 and beyond, Flight Attendants will fully participate in VPP.
- B. The Company will match any Flight Attendant's pre-tax contribution to the 401(k) plan maintained by the Company, at the rate of \$1.00 for each one (\$1.00) contributed by the Flight Attendant, up to a maximum company contribution of seven percent (7%), with a maximum Company contribution of seven thousand dollars (\$7,000) per year.
- C. Vesting in General for 401(k) Company Match. A Member shall have a vested and nonforfeitable interest in that vested percentage portion of the balance credited to the Member's Matching Contributions Account at any time determined by reference to her/his completed years of Vesting Service in accordance with the following schedule:

Completed Years Vested of Vesting Service Percentage

Less than 1 year	0%	
1 year		20%
2 years		40%
3 years		60%
4 years		80%
5 or more years		1009

- D. Accelerated Vesting. A Member shall be fully vested and have a nonforfeitable interest in the balance credited to her/his Matching Contributions Account if:
 - 1. The employee becomes medically disabled; or
 - 2. The employee retires at or after age sixty-five (65); or
 - 3. The employee retires at or after age sixty (60) with a minimum of twelve (12) years' service with the Company, or at or after age sixty-one and one-half (61-1/2) with a minimum of ten (10) years service with the Company.
- E. Receipt of monthly retirement benefits will not be required in order for a retired Flight Attendant to qualify for retiree travel privileges. However, all other age requirements and vesting and/or Company service requirements as provided in the Alaska Airlines, Inc. Retirement Plan for Flight Attendants and the Alaska Airlines Pass Policy remain in effect for any retiree pass privileges.

ADDENDUM TO SECTION 29

PROFIT SHARING AND RETIREMENT

1. Am I covered under the Alaska Airlines Profit Sharing plan?

No. It has been replaced by the Variable Pay Plan.

2. How does the Variable Pay Plan work?

Each year, the Company will determine its adjusted pre-tax profit margin, according to Generally Accepted Accounting Principles. If this number, expressed as a percentage, is greater than 5.0%, Flight Attendants will receive a lump-sum distribution as follows:

Adjusted Pre-Tax Profit Margin	Payout (of TFP Wages)
0.00-5.00%	0
5.01-6.00	.01-1.0%
6.01-7.00	1.01-2.0%
7.01-8.00	2.01-3.0%
8.01-9.00	3.01-4.0%
9.01-10.00	4.01-5.0%
10.01-11.00	5.01-6.0%
11.01-12.00	6.01-7.0%
12.00+	7.0%

Examples:

- 1. The Company's adjusted pre-tax profit margin was 4%. No variable pay is due to Flight Attendants, because the adjusted pre-tax profit margin was less than 5.0%.
- The Company's adjusted pre-tax profit margin was 9%. Flight Attendants are entitled to a lump-sum distribution of 4% of the year's TFP wages. A Flight Attendant with TFP wages of \$35,000 would thus receive \$1,400.
- 3. The Company's adjusted pre-tax profit margin was 7.7%. Flight Attendants are entitled to a lump-sum distribution of 2.7% of the year's TFP wages. A Flight Attendant with TFP wages of \$35,000 would thus receive \$945.

SECTION 30

TRAINING

A. Recurrent Training

- 1. a The recurrent dates and bidding timeline will be posted in the Flight Attendants' monthly bid packet. The Flight Attendants will submit their preferences for an upcoming recurrent training date in their base month. The requirements of Section 8.P do not apply to recurrent training assignments.
 - b. Recurrent Training will appear as a pre-planned event before the Flight Attendant constructs her/his line of flying or reserve line for the month.
 - c. If a Flight Attendant fails to bid for recurrent training in her/his base month, a recurrent training date will be assigned.
 - d. Seniority may be overruled to accommodate bid vacation or a Flight Attendant in a grace period due to circumstances beyond the control of the Company. Flight Attendants may sign up on their days off for any openings for recurrent training in the month prior to their base month after recurrent training assignments for Flight Attendants in their base/grace month have been posted.
 - e. Recurrent Training will not be considered one of a Flight
 Attendant's minimum days off.
 - f. Recurrent Training for Out-of-Domicile Flight Attendants in their base/grace month. When recurrent training is not offered in a Flight Attendant's domicile and s/he must attend recurrent training in a different domicile, recurrent training will be awarded or assigned on two (2) consecutive days. However, at the Flight Attendant's option, s/he may fly a sequence on her/his travel day, provided that s/he allows at least two (2) hours between the release from the sequence and the deadhead to training. If s/he does not make the scheduled class, s/he will be responsible for rescheduling the training. Flight Attendants required to take recurrent training in a different domicile are subject to the same pay and scheduling provisions as Flight Attendants taking recurrent in their domicile.
 - g. Recurrent training and any Company required training will be treated as a legal duty day inasmuch as eleven (11) hours crew rest, measured from release to report, before and after training must be scheduled.

- h. If rest following recurrent training is operationally reduced to less than eleven (11) hours, release to report, and the Flight Attendant has a sequence that provided eleven (11) hours crew rest, release to report, s/he will be placed on the sequence at the SIP, if possible, or paid the TFP value of the sequence which was dropped to provide rest. A Flight Attendant at her/his option may waive her/his eleven (11) hours crew rest, release to report, and will be paid one and five tenths (1.5) times the applicable trip rate until the Flight Attendant receives legal crew rest.
- 2. Those Flight Attendants not receiving ten (10) hours crew rest, release to report, prior to Customer Service Training or Recurrent Training due to crew re-route or reassignment on line, may choose to be pulled from training or attend training at double time. Flight Attendants who choose to be pulled from training to receive ten (10) hours, release to report, crew rest must take the responsibility of rescheduling for training within the FAA requirements to remain legal.
- 3. Flight Attendants required to attend recurrent training away from their own base will be provided with positive space travel and will be paid the actual trip rate for deadheading to and from recurrent training. A Flight Attendant assigned to the PDX co-domicile will receive positive space travel. The duty day will be eleven hours and fifty minutes (11:50) with recurrent training scheduled for no more than eight (8) hours and will occur between the hours of 7 a.m. and 5 p.m. Except for Flight Attendants assigned to the PDX co-domicile, Flight Attendants on duty for more than twelve and one half hours (12:30) will be compensated one (1) additional TFP.
- 4. A Reserve Flight Attendant will not be assigned any Company required training on a scheduled day off if the Flight Attendant has minimum scheduled days off. At her/his option s/he may bid any Company required training on a scheduled day off and be paid over and above her/his reserve guarantee.
- B. Recurrent Training during or upon return from Leave of Absence The Company will offer a full Level I/Level II Requalification Training class within the first 5 working days of every month. Flight Attendants who wish to attend Recurrent or Level I/Level II Requalification Training, may attend one of the classes offered throughout the month if space is available.
 - 1. Flight Attendants on Leave of Absence
 - a. A Flight Attendant on medical or maternity leave may attend Recurrent or Level I Requalification Training once s/he meets the following conditions: Provide the attached medical release signed by both the Flight Attendant and the Flight Attendant's treating physician. A Flight Attendant whose medical condition limits her/his physical mobility or has psychological factors that would interfere with performance of activities as specified in the Medical Release form, may not

- attend Recurrent/Requalification Training under any circumstances. The Flight Attendant is responsible for submitting the medical release to her/his supervisor at the earliest possible date.
- b. A Flight Attendant who meets the criteria outlined in the Medical Release form may attend any available Recurrent/Level I Requalification Training class applicable to her/his qualification needs. Availability shall be determined by the Company after training dates have been assigned to active Flight Attendants through the normal bid process.
- c. Flight Attendants who attend Recurrent/Level I Requalification Training under the circumstances outlines in Section I of the agreement will be paid six (6) TFP for attending training and any applicable compensation for the home study.
- d. The Flight Attendant's approved leave of absence expiration date (under Section 15) shall not be affected by virtue of attending Recurrent/Requalification training under the terms of this agreement.
- e. A Flight Attendant who has secured a release to attend Level II Requalification training may attend the training and perform the required check ride.
- 2. Flight Attendants Attending Level I or Level II Requalification Training (Returning from a Leave of Absence).
 - <u>a.</u> The Flight Attendant shall attend the first available Recurrent or Level I/Level II Re-qualification Training class.
 - b. Flight Attendants who attend Recurrent or Level I or Level II Re-qualification Training under the circumstances outlined in Paragraph B.2 of this Section of this agreement will be paid and scheduled as provided for in Paragraph A.1 of this Section.
- C. Training Pay.
 - 1. Recurrent Training. Flight Attendants will be paid six (6) TFP per day.
 - 2. Home Study for Recurrent Training. Flight Attendants will be paid \$50 for five hours of home study.
 - 3. Re-qualification Training. Flight Attendants will be paid as in Paragraphs
 C.1, C.2 and C.3 for attending Level I and Level II Re-qualification training. With respect to Level II Requalification Training, the Flight Attendant will also be paid for the check ride; however, s/he will not be reinstated for Company benefits unless s/he has a medical release to return to regular duties from a leave of absence.
 - 4. Training other than Recurrent Training. Flight Attendants will be paid six

(6) TFP for eight (8) hours of training. For training less than eight (8) hours, the TFP will be pro rated. In no event will the Flight Attendant receive less than the 4 TFP minimum.

ADDENDUM TO SECTION 30

TRAINING

1. Do legalities apply to recurrent training?

Crew rest of eleven (11) hours, release to report, must be provided before and after recurrent training. (Section 30.A.1.i) You may waive this down to nine hours prior to report for your next sequence after recurrent training, if you so indicate on your Recurrent Training Bid Form. You may also waive rest down to nine hours prior to report for the next sequence after recurrent training through trading with another Flight Attendant, a VJA assignment or picking up from Open Time. It will be presumed that you desire to waive crew rest by submitting the trade form unless the appropriate box on the trade form is marked ("I do not want to waive contractual rest and duty limitations to FARs to approve this trade.")

If you waived your contractual rest and have scheduled rest under eleven hours following recurrent training, and your rest is subsequently operationally reduced to fewer than eight hours, you will be placed on the sequence at the SIP, if possible, and paid the TFP value of the flights missed. If no SIP is possible, you will be removed from the sequence and pay protected. If you exercise the option to waive crew rest following recurrent training, you are not entitled to the 1.5 pay provisions outlined in Section 30.A.1.i.

If my duty day goes over twelve hours and thirty minutes (12:30) on a day I
am traveling to or from training, do I receive double rest as provided for in
Section 8.H.?

No, you are paid one (1) additional TFP. (Section 30.A.3.)

3. When deadheading to training, can I travel a day earlier or stay later if I choose?

Yes, but you can only use the Business Travel for the day prior to training, and the day of training to return to your base. Using the PET Website, book yourself "Business, Positive Space—Non-bumpable" ("B3" on AS and "Q3" on QX) When travelling on the day prior to training, book flights which arrive in SEA prior to 7:00pm. On the day of training, book flights which depart from SEA at 6:00 PM or later.

4. Can I bid for recurrent training in a base other than where I am based?

Yes. If training is offered in your base, and you elect to trade into an opening at another base, per diem, hotel and deadhead will not be paid. If you are based in ANC and choose to attend recurrent training in LAX, you are only paid for deadhead and per diem equal to if you had attended in SEA.

5. Can I deadhead to training from a city other than my base?

Yes, however per diem and over-duty pay will be based on applicable flights to and from your base.

6. Can I trade my Recurrent training days?

Yes, you may trade for an opening $\underline{\text{in another class}}$ on a day off. Trades $\underline{\text{will}}$ be processed $\underline{\text{by}}$ Crew Scheduling.

7. What happens if I am assigned Recurrent training and then call in sick?
In all cases, you will be paid for recurrent training only when you attend.
Absences will be processed under Section 32.

SECTION 31

SAVINGS CLAUSE

Should any part or provision of this Agreement be rendered invalid by existing or subsequently enacted legislation, the balance of the Agreement shall remain in full force and effect.

SECTION 32

ATTENDANCE POLICY

The Attendance Policy for Flight Attendants shall be as follows:

A. REPORTING PROCEDURE

In all cases of absence, a Flight Attendant will be required to call the designated Company representative.

- Unless otherwise specified, the call will be valid only for the Flight Attendant's next scheduled sequence. The Flight Attendant may specify a longer period, covering sequences beginning within the five (5) consecutive calendar days following the call.
- Unless otherwise specified, a Reserve Flight Attendant's call shall be valid only for one (1) day. The Reserve Flight Attendant may specify a longer period, up to five (5) consecutive calendar days following the call.

B. TIMELINESS OF REPORTING

A Flight Attendant must check in at each domicile at least one (1) hour prior to scheduled push of the aircraft. Sick calls must be made to the designated Company representative at least two (2) hours prior to check-in (3 hours prior to scheduled departure).

C. DEFINITIONS

- No Show: 1) When a Flight Attendant fails to check in at the time designated or checks in and does not make the scheduled departure either on an originator flight or at an outstation; 2) being unavailable for contact while on reserve; 3) being unavailable for contact during scheduled or unscheduled ground time; or 4) being unavailable for contact because the Flight Attendant failed to take a scheduled deadhead, except as provided for in Section 10, Paragraph Y.
- 2. Failure to Report: The following provisions apply. When a Flight Attendant fails to check-in at the time designated, Scheduling has no obligation to attempt to contact the Flight Attendant. If, however, prior to Scheduling calling a Reserve and making a Reserve assignment because of the No Showed flight or sequence, the Flight Attendant contacts Scheduling from the designated check-in area, or if Scheduling contacts the No Showing Flight Attendant in the Flight Attendant lounge, the No Show will be reduced to the offense of Failure to Report. Attempting to contact the Flight Attendant in the Flight Attendant lounge is in the sole discretion of Scheduling.
- 3. Reported Illness Using Quarterly Point Reduction: When a Flight Attendant calls at least two (2) hours prior to check-in (three (3) hours prior to scheduled departure) to report that s/he will not report to work

because of her/his personal illness/injury. (Limited to one continuous occurrence of illness per calendar quarter).

- 4. Reported Illness without or after Using Quarterly Point Reduction:
 When a Flight Attendant calls at least two (2) hours prior to check-in (three (3) hours prior to departure) to report that s/he will not report to work because of her/his personal illness/injury, and has already selected another occurrence for the same quarter to use for quarterly point reduction or chooses not to use quarterly point reduction for the occurrence.
- 5. Reported Illness Within Two (2) Hours of Check-In (or three (3) hours of Scheduled Flight Departure): When a Flight Attendant calls in sick less than two (2) hours prior to check in (three (3) hours prior to scheduled flight departure).
- 6. <u>Sick Leave on Line:</u> When a Flight Attendant reports to work but fails to complete her/his scheduled sequence because of personal illness and has already selected another occurrence for the same quarter to use for quarterly point reduction or chooses not to use quarterly point reduction for the occurrence in the same calendar quarter.
- 7. M.B.L. (Might be Late): When a Flight Attendant calls prior to check-in and reports that s/he might be late. Registered commuters cannot use the M.B.L. policy.
- 8. <u>Failure to Report to Training Class</u>: When a Flight Attendant fails to report to a scheduled training class by the scheduled time of class.
- 9. Single Continuous Occurrence of Illness: When a Flight Attendant is continuously ill or disabled due to a single illness or occurrence. Separate sick calls relating to a Single Continuous Occurrence of Illness must be made within fourteen (14) days after the ending of the last day of absence due to the initial report of illness. If the Flight Attendant returns to active duty and flies a single sequence or portion of a sequence, or a single block or portion of a block of reserve days, between incidents of illness, the incidents will be considered a Single Continuous Occurrence of Illness.
- D. A Flight Attendant must designate a sequence for Quarterly Point Reduction prior to the end of her/his next sequence.

E. CONTROL PROCEDURE

1. Absences as described above will be recorded in the following manner.

Occurrences	Points Assigned
No Show	2 ½
Failure to Report	1
Reported Illness Using Quarterly Point Reduction	0
Reported Illness after or without Using Quarterly Point Reduction	½ point per day on the sick list, with a maximum of 2 ½ points per single continuous occurrence of illness
Reported Illness within Two (2) Hours of Check-In (Three (3) Hours of scheduled Flight Departure)	2 ½
Sick Leave on Line after or without Using Quarterly Point Reduction	½ point for each day or part of a day missed
M.B.L.	1/2
Failure to Report to Training Class	1
Emergency Drops	1/2

Employees receiving chargeable occurrences for absenteeism will receive the following disciplinary action as the points associated with those occurrences accumulate:

0 - 4 ½	No action taken
5 - 6 ½	Counseling
7 - 9	Written Warning
9 ½ - 11 ½	Final Warning (Possible termination for overall job performance)
12	Termination of Employment

NOTE: It is up to the individual Flight Attendant to know the status of her/his own point accumulation. Flight Attendants should feel free to contact their supervisors at any time for counseling regardless of their accumulated points. Points will continue to accumulate even if warning letters are unable to be sent or received or counseling is unable to be timely given, due to the rapid accumulation of points by the Flight Attendant.

F. Administration of Discipline

- 1. In connection with discipline given under this Section, the twelve (12)-day disciplinary notice requirement of Section 19.A.1. will be applied as follows:
 - a. The Company will give notice of the disciplinary action within twelve (12) days after the date the Company, including the Crew Scheduling Department, could reasonably have knowledge of the occurrence that leads a Flight Attendant's

total point accumulation to trigger disciplinary action. If the Company does not give notice of the disciplinary action within twelve (12) days after the date the Company could reasonably have knowledge of the event leading to the discipline, the notice of discipline, if issued, will be removed from the Flight Attendant's personnel file, the points associated with the most recent occurrence will be deleted from the Flight Attendant's record, and the Flight Attendant shall be considered exonerated.

The final determination of what points, if any, should be b. assigned to a Flight Attendant who calls in a Reported Illness or Sick Leave on Line cannot always be made until the end of the Flight Attendant's next scheduled sequence. Therefore, for any Reported Illness or Sick Leave on Line, the Company will wait until the end of the next scheduled sequence before determining what points, if any, should be assigned. If the Flight Attendant's total point accumulation triggers disciplinary action, the Company will give notice of disciplinary action within twelve (12) days after the end of the next scheduled sequence. If the Company does not give notice of the disciplinary action within twelve (12) days after the next scheduled sequence, the notice of discipline, if issued, will be removed from the Flight Attendant's personnel file, the points associated with the most recent occurrence will be deleted from the Fight Attendant's record, and the Flight Attendant shall be considered exonerated.

The "next scheduled sequence" includes the next sequence flown as well as airport standby reserve duty, but does not include sequences for which a Flight Attendant No Shows.

- <u>c.</u> Saturdays, Sundays, and recognized holidays are excluded from calculation of the twelve (12) days.
- Notwithstanding the time limits described above, the Company is not required to delete points from the Flight Attendant's record when notices of discipline are unable to be timely sent or received, or counseling is unable to be given due to the rapid accumulation of points by the Flight Attendant.
- When a Flight Attendant is absent (including No Shows and failures to report), and a delay resulted because of the absence, the Flight Attendant shall not receive separate discipline for causing or contributing to the delay in addition to points under the Attendance Policy.

G. RECORD IMPROVEMENT

For each calendar quarter during which a Flight Attendant is active for the entire quarter and has no chargeable occurrences during the entire quarter, two (2) points will be deleted from the Flight Attendant's accumulated points until the total reaches zero (0). Time on leave of absence will not be counted toward record improvement.

- Points will be deleted from the Flight Attendant's accumulated total eighteen (18) months after the event for which the points were charged.
- 3. Flight Attendants who have zero (0) points and thereafter accumulate two (2) consecutive quarters with no chargeable occurrences can bank two (2) points for each two (2) consecutive quarters of perfect attendance, up to a maximum of four (4) points.
- 4. At the end of each calendar year, any Flight Attendant who has four (4) or fewer points and did not accumulate more than one (1) point since November 1st of that year will have her/his record reduced to zero (0) points.
- 5. The Company shall keep a running accumulated total of points for each Flight Attendant adding accumulated points or deleting points for record improvement when each is due. Deletion of points 18 months after the event for which the points were charged, shall be in addition to any record improvement due to a calendar quarter free from any chargeable occurrences. When a Flight Attendant's accumulated point total becomes zero, all of her/his prior points and record improvement point deletions shall have no further effect on her/his accumulated point total; and may be used only to resolve a dispute about the time the point total reached zero.

H. ABUSE OF SICK LEAVE

Using sick leave or sick pay for a purpose other than a legitimate illness constitutes abuse. Abuse of sick leave or sick pay shall subject an employee to termination.

I. EXCUSED TIME OFF

Approved leaves of absence will not be considered in the administration of $\underline{\text{this}}$ Section.

J. SPECIAL CIRCUMSTANCES

Special circumstances will be handled on an individual basis at the sole discretion of the Company.

ADDENDUM TO SECTION 32

ATTENDANCE POLICY

GENERAL INFORMATION

1. When can I use sick leave?

Sick leave may be used for:

- 1. disabling illness or injury;
- covering the difference between Worker's Compensation and straighttime hours.
- 3. death in the immediate family.
- 4. maternity leave.
- 5. FMLA for your illness or injury; and
- 6. pursuant to applicable State law and/or Company policy.

2. How frequently must I call in to the Company during a period of illness?

Lineholder: A sick call will be deemed to cover only your next scheduled sequence unless you specify otherwise. If you are holding a line of time, you may specify an extended period which will cover sequences that begin up to five (5) consecutive days following the sick call. (Section 32. A.1.)

Reserve: A sick call will be deemed to cover only one (1) calendar day unless you specify a longer period, up to five (5) calendar days following the call. (Section 32.A.2.)

You are responsible for notifying the Company should your illness require that you remain absent beyond the period you specify in the initial sick call.

3. What can I do if my physician recommends that I be absent from work for an extended period?

You may request a Leave of Absence or a Family Medical Leave. Leave of Absence must be requested and approved by Inflight prior to the beginning of the Leave. Prior to approval, you may be required to see the Company physician. (Section 15.C.)

4. What if due to an emergency situation I am unable to request a Medical Leave prior to the beginning of the Leave?

Inflight will allow your Medical Leave to be dated back to the date of your injury <u>if</u> <u>your doctor so verifies</u>. Speak to a Supervisor as soon as the need for the Leave is known.

5. How much notice am I expected to give the Company if I am too ill or injured to come to work?

You should give the Company as much notice as possible. If you are unable to notify the Company at least two (2) hours prior to check-in (three (3) hours prior to the scheduled departure of your flight), you will receive 2.5 points, regardless

of the length of the sequence. For example, you will receive 2.5 points for a turn or a four (4)-day sequence. (Section 32.B and C.5 and E.1.)

6. Why do I accrue points for legitimate illness or injury beyond my control?

The Attendance Policy outlined in <u>Section 32</u> is not about finding fault with anyone. It is a tracking system to show whether or not you were at work when you were scheduled to be there. The Company has an obligation to ensure that all of the flights are properly staffed.

7. What do I do if I feel my attendance record reflects an error?

If a Flight Attendant's attendance record reflects an error, the points assessed in association with the error will be removed and the occurrence will be deleted. The Flight Attendant will be eligible for record improvement if s/he qualified for record improvement without the error.

If the Company chooses to adjust points for an occurrence due to special circumstances in accordance with Section 32.J, the Flight Attendant will not receive record improvement for the quarter in which the adjustment occurred.

8. If I call in sick for an all-nighter or a sequence that is one duty period but spans two calendar days, how many points will I receive under the Attendance Policy?

If you call in sick for this type of sequence, you are assessed one half (.5) point because it is one duty period.

 Will discipline given in connection with <u>Section 32</u> be issued within twelve (12) days?

Yes. However, for a Reported Illness or Sick Leave on-line, the Company will wait until the end of the next scheduled sequence before determining what points, if any, should be assigned. If discipline action is triggered, the Company will give notice of disciplinary action within twelve (12) days after the end of the next scheduled sequence. The "next scheduled sequence" includes the next sequence flown, as well as APSB duty, but does not include sequences for which a Flight Attendant No Shows or calls in sick.

NO SHOW

Do I get paid for a sequence for which I No Show?
 No.

11. What happens if I am on Reserve and unavailable for contact?

You will receive 2.5 points for the No-Show and have five (5) TFP deducted from your Reserve guarantee. You must contact Crew Scheduling immediately upon learning they are trying to reach you. Once you contact Crew Scheduling, you are considered on-call again and will have five (5) TFP reinstated towards your guarantee. You may not waive being on Reserve after a No-Show. (Section

32.C)

12. Is it possible to No Show more than once per day?

Yes. Example: If you No Show and are given another assignment for which you No-Show again, you will be charged with a No Show for each. This is especially important for a Reserve who is on call and must be available for contact.

13. The contract states that being unavailable for contact during scheduled <u>or</u> unscheduled ground time is a No Show. What does that mean?

That means that you will be charged with a No-Show if you cause a flight delay due to the fact you could not be contacted during your scheduled or unscheduled ground time. The most common form of contact would be a page by airport personnel. If you are not going to be in a place where you are likely to hear a page, please ask your crew to listen for you.

REPORTED ILLNESS

14. I called in sick for a multiday sequence that had no flying on one day. Would I accrue attendance points for that day?

Yes.

<u>What are the points for a Reported Illness, assuming I do not designate that occurrence for quarterly point reduction?</u>

You will be assigned ½ point for each day or part of a day missed up to a maximum of 2½ points per single continuous occurrence.

<u>16.</u> Will I accrue attendance points when I call in sick for my child, and can I designate this as an occurrence for quarterly point reduction?

Pursuant to Company policy, <u>no</u> attendance points <u>are assessed</u> for an absence called in for a sick child (zero points per day).

17. May I use <u>quarterly point reduction</u> for a Reported Illness within two hours of check-in (three hours prior to departure)?

No. (Section 32.C.5.)

MIGHT BE LATE

18. What is the advantage of using a Might Be Late?

The Company is in better position to avoid a delay. If you think you might be late and don't use this option and subsequently are late for check-in, you would be a No Show (2.5 points). Your call to Scheduling regarding being late for your checkin will be considered a Might Be Late call.

19. Once I call and say I might be late, what happens if I am late?

If you are not on board the aircraft forty-five (45) minutes prior to departure, you

will be replaced and you will be charged with a No-Show and receive 2.5 points. You must contact Crew Scheduling to let them know when you have arrived to avoid being replaced.

FAILURE TO REPORT TO TRAINING CLASS

20. I signed up for a training class, voluntarily. It wasn't a mandated class, but when I changed my mind and decided not to go, I got a Failure to Report to Training. Why?

If you voluntarily signed up for a class, you were then scheduled to be at class. If you did not formally cancel your spot in class, you will receive one (1) point. Having your name on the class list holds your spot in class and prevents another person from going.

SINGLE CONTINUOUS OCCURRENCE OF ILLNESS (SCO)

21. How long does a Single Continuous Occurrence of Illness last?

For a Lineholder: A Single Continuous Occurrence can last up to a maximum of 14 days after the end of the first sequence for which you called in sick.

For a Reserve: A Single Continuous Occurrence can last up to a maximum of 14 days after the end of the affected block of Reserve days. (Section 32.C.9.)

22. What stops a Single Continuous Occurrence of Illness?

For a Lineholder: At the end of fourteen days after the first sequence missed, the Single Continuous Occurrence ends. Returning to active duty or a new illness or injury will also end the Single Continuous Occurrence, unless the Flight Attendant flies only a single sequence or portion of a sequence between incidents of illness within the fourteen days. The incidents will then be considered a Single Continuous Occurrence.

For a Reserve: Since a Reserve does not have scheduled sequences on their lines, a Single Continuous Occurrence of Illness starts at their first sick call and lasts fourteen days past their first block of reserve days. Returning to active duty or a new illness or injury will also end the Single Continuous Occurrence, unless the Flight Attendant flies a single block or portion of a block of reserve days within the fourteen days. The incidents will then be considered a Single Continuous Occurrence. (Section 32.C.9.)

23. Does the 2 ½ point maximum for absences (Reported Illness without or after using quarterly point reduction or for yourself and/or one per child in the quarter) apply to each single continuous occurrence?

Yes. Examples:

The examples listed below assume that the Flight Attendant has called in at least 2 hours before check-in (three hours before scheduled flight departure), and either does not use quarterly point reduction or has already used it in the quarter.

Example #1: Flight Attendant calls in sick on either the 1st or the 2nd and remains absent until the 14th - 2 ½ points.

Example #2: Flight Attendant calls in sick on either the 1st or the 2nd and remains absent until the 21st - 2 ½ points through the 18th, and 1 ½ points for the absences on the 20th, 21st, and 22nd. Total - 4 points.

Example # 3: Flight Attendant calls in sick on the 1st, returns to work on the 6th and works one sequence (or part of a sequence), then calls in sick on the 9th and remains absent until the 15th. Total—2.5 points

QUARTERLY POINT REDUCTION

24. What if I forget to designate an occurrence for quarterly point reduction by the end of my first sequence?

You have lost your ability to reduce your points for that occurrence. <u>Selection of an occurrence for quarterly point reduction</u> submitted after completion of the sequence following your illness will not be accepted for point reduction. <u>Section</u> 32.D.

25. When can I expect a Supervisor to talk to me about my points?

Your Supervisor may discuss your record at any point, but formal counseling is when you have accrued between five (5) and six and a half (6.5) points.

If you accumulate points rapidly, your Supervisor may not be able to send a letter of warning. It is up to the individual Flight Attendant to know the status of her/his own point accumulation. (Section 32.E.)

RECORD IMPROVEMENT

26. What are the different types of Record Improvement?

- If you have a point balance at the end of a calendar quarter and then achieve a full calendar quarter with no chargeable occurrences, two (2.0) points will be reduced from your record at the end of that calendar quarter until your record reaches zero points. Your record will not go below zero.
- 2. If you have zero points at the end of a calendar quarter and then achieve two (2) full calendar quarters with no chargeable occurrences, you will bank two (2.0) points for each two (2) consecutive quarters without chargeable occurrences, up to a maximum of four (4.0) points.
- If on December 31st you have four (4.0) or fewer points and did not accumulate more than one (1.0) point since November 1st of that year, your record will reflect zero points on January 1st of the following year.
- Points will be deleted from your accumulated total eighteen (18)
 calendar months after the event for which the points were charged.
 Once your accumulated point total becomes zero, all of your prior points

and record improvement point deletions shall have no further effect on your accumulated point total.

Time on Leave of Absence will not be counted towards record improvement.

27. What is a chargeable occurrence?

A chargeable occurrence happens whenever points are charged to your record that are not reduced by quarterly point reduction. The occurrence is still considered chargeable even if you have banked points to offset the points charged to your record.

28. What type of Leaves of Absence will disqualify me from Record Improvement?

Medical Leave, Maternity Leave, Worker's Compensation Leave, Educational Leave, Personal Leave, <u>Parental</u> Leave, Family Leave, <u>Extended Leave</u>, Furlough or any other period taking you off the payroll on a leave status. Additionally, you are not considered active for record improvement while absent due to occupational illness or injury.

29. If points on my record are adjusted due to special circumstances in accordance with Section 32.J. will I still receive Record Improvement?

No, because there was still an occurrence for that quarter.

ABUSE OF SICK LEAVE

30. What is Abuse of Sick Leave?

Sick leave time and/or pay cannot be used for any purpose other than your own illness or injury, illness or injury of <u>another</u> (pursuant to applicable State law and/or Company policy), death in the family in accordance with Section <u>15 H.</u> of the Agreement, or Maternity Leave (Section 15.D). Any other use constitutes abuse and will subject the user to discharge. (Section 32.H.)

FUNERAL LEAVE

31. Is there a provision for Funeral Leave?

Yes. See Section 15.H. for benefits and eligibility requirements.

32. My neighbor died. I was very close to her. Can I take Funeral Leave to go to her funeral?

Funeral Leave is only available for immediate family. You may contact your Supervisor to request an Emergency Drop.

EMERGENCY DROP

33. What is an Emergency Drop?

The contract does not provide for or address any personal emergencies, but we recognize there are times you need to be with your family. An Emergency Drop allows you the time off you need during a personal crisis.

34. How does the Emergency Drop work? Is there pay or points?

There is no pay for sequences missed due to an Emergency Drop. You will accumulate one half point (.5) per day for the entire period of absence. You may submit a request to the <u>Managing Director</u>, Inflight for point reduction. In rare cases, points will be reduced.

35. Who do I contact if I wish to request an Emergency Drop?

Contact your Supervisor, through Crew Scheduling if after business hours. S/he will authorize your drop and notify <u>Crew</u> Scheduling if appropriate. You may submit a request to the <u>Managing Director</u>, Inflight for point reduction. In rare cases, points will be reduced.

SECTION 33

DURATION

This Agreement, except as otherwise specifically stated, shall become effective May 1, 2006, and shall continue in full force and effect through May 1, 2010, and shall renew itself without change until each succeeding May 1 thereafter, unless written notice of intended change is served in accordance with Section 6, Title 1 of the Railway Labor Act, as amended by either party hereto, at least sixty (60) days prior to May 1, 2009, or any May 1 thereafter.

The parties agree to engage in Section 6 negotiations for a period of twelve (12) months; if no tentative agreement has been reached at the end of twelve (12) months, the parties will jointly request mediation under the auspices of the National Mediation Board.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 1st day of May, 2006.

WITNESS:	FOR ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO
Patricia A. Friend	Veda Shook
International President	MEC President
Renee Elson	Stephen Poynter
Negotiating Committee Member	Negotiating Committee Member
James H. Ellis	Kimberley Chaput
Negotiating Committee Member	Staff Attorney/Negotiator
WITNESS:	FOR ALASKA AIRLINES, INC.
Jeff Butler,	Kelley Dobbs,
Managing Director Inflight	Staff VP, Employee Services
Kieran Whitney, Director Crew Resources	Lori Manning, Manager Labor Relations

Dennis Hamel Vice President, Employee Services

LETTER OF AGREEMENT REGARDING

IMPLEMENTATION OF PREFERENTIAL BIDDING SYSTEM

between

ASSOCIATION OF FLIGHT ATTENDANTS-CWA

and

ALASKA AIRLINES, INC.

This made and entered into in accordance with the provisions of the Railway Labor Act, as agreement is amended, between Alaska Airlines, Inc. (hereinafter referred to as the "Company") and the Flight Attendants in the service of Alaska Airlines, Inc., as represented by the Association of Flight Attendants-CWA (hereinafter referred to as the "Association").

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

- Any PBS vendor must be mutually agreed upon between the Company and the Association.
- All PBS algorithm, process changes and logic changes must be mutually agreed upon. Any future changes to the algorithm or parameters must be mutually agreed upon.
- 3. PBS Implementation Committee: A joint Company/Association Committee (the "Joint PBS Committee") shall be established immediately upon execution of this Agreement. The Joint PBS Committee shall be composed of two (2) members from the Company and two (2) members from the Association. The Association members of the Joint PBS Committee will be considered full time through implementation of both the Bid Line and Reserve systems plus three months. The Association members shall have continuing PBS involvement as part of the Scheduling Committee.
- 4. PBS Implementation: Implementation and development of the PBS shall be overseen by the Joint PBS Committee. The Association members will be provided equal access to verify system settings, constraints and parameters (within the vendor's contractual limitations/restrictions, provided that, if the applicable contract does not permit the Association to acquire its own copy of the software, then the Association will be provided access to the Company's copy adequate to enable the Association to verify system settings, constraints and parameters). Bidding interface will be accessible to Flight Attendants both inside and outside the Company's network (home computer via internet). The Company shall bear all expenses related to the initial start up and subsequent "debugging" of PBS, including but not limited to, software development and all post-installation software modification reasonably requested by the Association, equipment purchases, the interfacing of current hardware with new PBS computers, the supplying of

sufficient terminals for Flight Attendants to bid at each domicile, and the providing for internet and network bidding capabilities, for a web-based program. The Company will not supply Flight Attendants with personal computers or internet access away from work.

- 5. PBS Training: The Joint PBS Committee shall develop all required PBS procedure manuals and training programs and oversee Flight Attendant training which will begin at least four (4) months prior to PBS going "on line." During the training period, a parallel bidding procedure will be made available to Flight Attendants for familiarization purposes. During the training months, in addition to the Association members of the Joint PBS Committee, there will be the Association appointed Trainers in each domicile (and co-terminal and co-domicile). The Company shall bear all costs of training; including flight pay loss for the Association members of the Joint PBS Committee, and the Association domicile Trainers. For the first several months following implementation, the trainers will be available to help Flight Attendants to bid, and to understand their award. No part of the PBS software or equipment shall be substituted, altered or modified without the prior written consent of the Association.
- The Sections, or portions thereof, of the new agreement involving building of or bidding for Bid Lines or Reserve Lines shall not become effective until implementation of PBS.
- 7. Paper bid packages will continue to be made available to each Flight Attendant for three (3) months following full implementation of the PBS.
- 8. Initial implementation of PBS for Bid Lines is targeted for January 1, 2007, and for Reserve Lines two months after Bid Lines have been implemented. (The daily vacation credit will be 4 TFP for all Flight Attendants beginning January 1, 2007. Section 14.C., with that modification, remains in effect until implementation of PBS.) Implementation will not start unless the Company and the Association agree that the PBS is ready for implementation.

Line Construction:

Lines shall be constructed preferentially, in order of seniority, one Flight Attendant at a time with the Flight Attendant holding as many sequences available at her/his seniority that meet her/his specific preferences, such preferences being stated in priority order provided that those sequences do not conflict with any known absences.

Criteria for Lines:

- A bid line shall be a monthly line composed entirely of published sequences with a monthly schedule of no more than 10 TFP above or below the monthly bid line average in the domicile (or co-domicile). Each domicile's line average will not go below 78 TFP nor above 85 TFP.
- b. All contractual limitations on the construction of bid lines shall remain in effect.
- A bid line will contain no reserve days and a reserve line will contain only reserve days and days off.

- d. A bid line will not contain any out of domicile sequences.
- e. In LAX, bid lines may consist of sequences with check-ins at LAX and one, and only one, co-terminal.

Bidding and Awarding of Monthly Schedules:

The Company will utilize and maintain a Preferential Bidding System (PBS), meeting the requirements in this section and any other terms, which have been mutually agreed upon by the Company and Union, for the construction and awarding of flight schedules and Reserve Lines of Time. The Company will provide monthly bid packages and awards

- 1. Planned absences/activities
 - A Flight Attendant will bid in her/his specific domicile. (When "domicile" is used herein, it will include any co-domicile.)
 - Flight Attendants on a no-bid status, but otherwise eligible to bid, will be scheduled outside of the PBS system (e.g. Trainers).
 - A Flight Attendant who will be available to work less than an entire month will be allowed to bid during the bidding process, and will be awarded a schedule for that portion of the month which she/he will be available, with the number of minimum days off prorated based upon the numbers of days available; e.g., a Flight Attendant returning from maternity leave mid-month.
 - Carry-ins/absences/pre-awards that are known at the time of bidding, will be pre-planned in the bid process, and credited in the new month.
- A Flight Attendant will use the electronic bid system agreed to by the parties unless an alternative method has been approved by the Company and the Association. Provision for alternative bidding will be made available to Flight Attendants in the event of a system failure.
- 3. Bid packages will be made electronically available via a home access computer system and the Company computer terminals located in each domicile on or before the date of bid package distribution. One hard copy of the bid package will be available at each domicile or co-terminal. Bid packages shall contain all of the sequence information, for all of the scheduled sequences in a given domicile and its co-terminals. Each domicile's bid package shall state the anticipated number of bid lines and reserve lines that will be awarded in that domicile, the line average for the month in the domicile, the minimum and maximum TFP's a line can be built to in the domicile, and the training dates and locations for the domicile.
- 4. Bidding time line:
 - a. Bid packages will be made available to all Flight Attendants at each domicile on or before 09:00 local domicile time on or before the fifth (5th) of the month prior to the bid period.
 - b. A Flight Attendant must submit her/his bid by 09:00 local domicile time on the 10th of the month prior to the bid period.
 - c. The system will allow a Flight Attendant to revise her/his bid. The last bid submitted will be honored.
 - d. The bid award will be made available to all Flight Attendants by 09:00 local domicile time on or before the 13th of the month prior to the bid period, but as soon as possible.
 - e. Reserve Lines will be awarded 24 hours after Bid Lines are awarded.

- f. Bid Lines are final as of 09:00 local domicile time on the 15th of the month prior to the bid period.
- g. In the event of a major, previously unknown airline schedule change, after pairings are constructed, the Company and the Association may agree to modify the Bid Timeline as appropriate.
- 5. a. A Flight Attendant failing to make a bid or failing to meet the deadline will be assigned a line in the awards as per her/his standing bid. A standing bid may be submitted at any time by a Flight Attendant, and will remain in effect until it is changed by the Flight Attendant, but no later than the date bids must be submitted for a given month.
 - If no standing bid exists, the Flight Attendant will be assigned a reserve line.
- 6. The PBS System will generate, track, and provide each Flight Attendant a bid confirmation for each bid supplied by the Flight Attendant.
- 7. Following the awarding of bid lines, there will remain a minimum amount of Open Time in each domicile, consisting of TFP equal to 25% of the total number of Flight Attendants in the domicile. (Example: If the Seattle domicile has 1,000 Flight Attendants, there will be a minimum of 250 TFP of open flying remaining in the domicile after the awarding of the bid lines.)
- 8. All monthly lines shall be awarded in accordance with seniority and bid preferences. In cases where a Flight Attendant is denied a bid preference to ensure adequate daily work coverage, such assignment shall be in accordance with the bid preferences of the Flight Attendant and forced in inverse order of seniority.
- An individual Report will be made available to each Flight Attendant each month which reconciles the Flight Attendant's bid to her/his awarded schedule on a preference by preference basis.
- 10. Bid Protests
 - a. Any Flight Attendant who has an inquiry or believes she/he may have received a mis-award on her/his final award shall notify Crew Planning prior to 09:00 local domicile time in the 15th of the month prior to the bid period.
 - b. Crew Planning shall promptly review any inquiry submitted. If a programming or system error occurred, the affected Flight Attendant will be made whole. No remedy will be available if the subject of the inquiry was due to the Flight Attendant's choice of bid preferences.
 - c. Where there is a programming error that affects substantial numbers of Flight Attendants in a domicile(s), there may be a re-award upon agreement between the Company and the Association.
- 11. If, after the final bids have been awarded, any errors are subsequently discovered that makes any bid illegal in any manner, the Company will pull the Flight Attendant from sufficient flights with pay to be made legal.

Line Construction – Preferential Bidding System

The following procedures will precede line construction:

- a. All known flying, including charters, shall be placed in the PBS for bid.
- b. The company will apply any known absence to a Flight Attendant's schedule. The credit value of the known absence(s) will be reflected in the total value of the line for purposes of the line building parameters according to the schedule below.
- c. For the purposes of Line Building, the planned absences or events will have the following credit value applied towards a Flight Attendant's line credit, and the following TFP value: Training: 0 trips per day (6 TFP per day); Vacation: 4 trips per day (4 TFP per day); Leaves: 2.75 trips per day. (Pay, if any, will be based upon the type of leave).
- d. If a Flight Attendant is withheld from service by the Company at the time of bid closing she/he will be allowed to bid for a schedule for the following bid period in accordance with this section.
- e. Recurrent training is not considered one of a Flight Attendant's minimum days off.

Bid Line Options/Preferences:

Types of bid requests:

- a. Global -- A bid request that sets overall guidelines for the bidder's schedule
- Prefer Off -- A bid request used to request dates or days off during the month
- Avoid -- A bid request used to define unwanted sequences or sequence criteria during the month
- d. Award -- A bid request used to define preferences for work during the month
- e. Instruction -- A bid request that provides special instructions to change or remove prior restrictions when processing your bid

Specific agreed upon bid line request choices (the terminology in the PBS may differ):

- 1. Prefer Off
- 2. Departing On
- 3. Specific Aircraft Type
- 4. Average daily TFP
- 5. Sequence Check-in Time
- 6. Sequence Release Time
- 7. RON Check-in Time
- 8. RON Release Time
- 9. Sequence length
- 10. Maximum Legs per Duty Day

- 11. Duty Time
- 12. Fly with/Avoid Employee #
- 13. Landings In
- 14. Layover Date
- 15. Layover In
- 16. Layover Time
- 17. Sit Time
- 18. TAFB
- 19. Sequence #
- 20. Sequence Credit
- 21. TFP value per TAFB
- 22. Sequences including specific Flight #
- 23. Minimum Days Off/Maximum Days On (Pattern)
- 24. Minimum Schedule
- 25. Maximum Schedule
- 26. Minimum Domicile Rest
- 27. Front end loading of flying on multi-day sequence
- 28. Bid position
- 29. Spanish language Flight Attendant (LAX only)
- 30. Co-terminal flying (LAX only)
- 31. Reserve
- 32. Buddy Bidding
- 33. Followed By
- 34. Carry Over

It has been recommended, by the PBS vendor, that the implementation start with the most significant of these preferences, with the remainder being phased in over time. AFA will explore this option to determine if it will provide better line building during the initial months of PBS line building. If less than the full number of preferences are initially offered, the remainder will be phased in over a period of time as Flight Attendants gain experience in bidding. All preferences will be offered no later than six (6) months after full implementation.

Preferences/avoidances can be conditioned on other preferences/avoidances.

Specifically agreed upon reserve bid request choices (blocks of reserve days will be prebuilt, just as sequences are pre-built):

- 1. AM, PM and ER
- 2. Days on and off
- 3. Length of block
- 4. Month end carry-over

Other preferences may be mutually agreed upon prior to PBS implementation and request for said preferences will not be unreasonably denied. Up to two additional preferences may be added each calendar year, and said preferences will not be unreasonably denied.

Sequence Trading

No sequence trading involving the last five (5) days of the current month will be allowed during the line award process.

10.Q. Low Bid Option. At the Company's discretion, it may offer a low bid option. That

option would allow a Flight Attendant to bid a line between 5 TFP over or under one-half of the line average in the domicile. If the Company offers a low bid option in a specific domicile, it will specify the number of Flight Attendants who will be able to hold that option, and conduct a bid, based upon seniority, by the 5th of the month prior. Flight Attendants awarded the low bid option will know their status prior to the PBS bid process. They will bid in the PBS, and their lines will be built to between one-half of the minimum/maximum TFP parameters for the domicile for that month. A Flight Attendant may not bid for a low bid option until she/he is off probation. A Flight Attendant who is awarded a low bid option will continue to receive all Company benefits, if otherwise eligible.

Sections of the 1999-2003 agreement affected by PBS, which would remain in effect, in whole or in part, until PBS is implemented:

10. A., B., C., E., F., G., I., Q., R., U., V., Y. 11. B.3., C.1., J.1.-7. 12. F. 14. C., H., K.

Plus applicable Q & A's related thereto

WITNESS:	FOR ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO
Veda Shook, MEC President	Patricia A. Friend International President
Renee Elson Negotiating Committee Member	Stephen Poynter Negotiating Committee Member
James H. Ellis Negotiating Committee Member	Kimberley Chaput Staff Attorney/Negotiator
WITNESS:	FOR ALASKA AIRLINES, INC.
Jeff Butler, Managing Director Inflight	Kelley Dobbs, Staff VP, Employee Services

Kieran Whitney, Director Crew Resources	Lori Manning, Manager Labor Relations
Dennis Hamel Vice President, Employee Services	

LETTER OF AGREEMENT REGARDING

RE-RATIFICATION OF PREFERENTIAL BIDDING SYSTEM

between

ASSOCIATION OF FLIGHT ATTENDANTS-CWA

and

ALASKA AIRLINES, INC.

This agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, between Alaska Airlines, Inc. (hereinafter referred to as the "Company") and the Flight Attendants in the service of Alaska Airlines, Inc., as represented by the Association of Flight Attendants-CWA (hereinafter referred to as the "Association").

NOW, THEREFORE, it is mutually agreed to and understood:

- The parties have negotiated a collective bargaining agreement effective from May 1, 2006, and amendable May 1, 2010. As part of that collective-bargaining agreement, the parties have agreed to implement a preferential bidding system (PBS).
- Twenty-four months after the full implementation of PBS (for lineholders and Reserves), all Association members in good standing who are employed by the Company will have the opportunity to vote, by secret ballot, whether to maintain PBS. The Association will conduct the election and will certify the results. A simple majority vote (50% +1) will be required to maintain PBS.
- If a majority of the members in good standing vote to retain PBS, all sections of the 2006-2010 collective-bargaining agreement will remain in full force and effect.
- 4. If a majority of the members in good standing do not vote to retain PBS, the all provisions of the 2006-2010 collective-bargaining agreement related to PBS will be stricken from the collective-bargaining agreement and will be replaced with the corresponding provisions of the 1999-2003 collective-bargaining agreement. All other provisions of the 2006-2010 collective-bargaining agreement will remain in full force and effect.

WITNESS:	FOR ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO
Patricia A. Friend International President	Veda Shook MEC President

Renee Elson Negotiating Committee Member	Stephen Poynter Negotiating Committee Member
James H. Ellis Negotiating Committee Member	Kimberley Chaput Staff Attorney/Negotiator
WITNESS:	FOR ALASKA AIRLINES, INC.
Jeff Butler, Managing Director Inflight	Kelley Dobbs, Staff VP, Employee Services
Kieran Whitney, Director Crew Resources	Lori Manning, Manager Labor Relations
Dennis Hamel Vice President, Employee Services	

LETTER OF AGREEMENT between ALASKA AIRLINES, INC. and THE FLIGHT ATTENDANTS in service of ALASKA AIRLINES, INC. as represented by THE ASSOCIATION OF FLIGHT ATTENDANTS

CONTRACT IMPLEMENTATION SCHEDULE

Listed below are the implementation dates for the respective sections of the new collective bargaining agreement:

Effective Date of Signing (May 1, 2006)

	<u> </u>
Section 1 Section 3	Nondiscrimination (Sexual Orientation) Scope of Agreement (All Provisions)
Section 4	Status of Agreement (Merger Protection)
Section 5	Definitions (Co-Domicile; Doctor)
Section 7	Probation Period (All Provisions)
Section 8	Hours of Service (All Provisions)
Section 9	Junior Available Rules (All Provisions)
Section 10	Scheduling (Line Average; Personal Drops; Q. 13)
Section 16	Sick Leave/On the Job Injury (All Provisions)
Section 18	Reduction in Force (Voluntary Furlough)
Section 19	Grievance Procedures (All Provisions)
Section 20	Board of Adjustment (All Provisions)
Section 21	Compensation (Step Rates, Change to International Pay, Stranded Pay
	at Base)
Section 22	Expenses (All Provisions except Nutritious Snacks)
Section 23	Insurance (All Provisions)
Section 25	Safety, Health and Security
Section 26	Association Security (Payroll Deduction for Initiation Fees for New Hires)
Section 27	General Association Information (All Provisions)
Section 28	Domiciles (All Provisions)
Section 30	Training (All Provisions Unless PBS-Related)
Section 32	Attendance Policy (All Provisions)
PBS Implementation	at the state of th
Signing Bonus—M	ay 20" check

First full month after DOS

Section 10	Scheduling (Boarding Paid in TFP)	
Section 21	Compensation (Ground Holding without Passengers; Ground	nd
	Delay/Block Greater than Scheduled Paid in TFP)	
Section 24	General and Miscellaneous (All Provisions Except Spanish-Qualifie	d)

Second full month after DOS

Section 11	Reserves (All Sections)
Section 12	Exchange of Sequences (Minimum 12 Days in Open Time when It

Opens)

Leaves of Absence (All Sections) Section 15

LOA Early Out (First 50)

Section 12 Minimum 12 days Open in Open Time for at least 24 hours

July 1, 2006

Castian 11

Minimum Flying (Prorated for 2006)

DOS plus 4 months, 2006

Section 12 Exchange of Sequences (4hours Prior to Departure, Day for Day Multi

Sequence Trading)

September 1, 2006

LOA Extended Two (2) and Three (3) Year Leaves

LOA Early Out (Second 50)

Section 23 Expenses (Nutritious Snacks Replace Crew Meals)

PBS Training: Parallel Bidding

October 1, 2006

Section 14 Vacations (At Least 5% of Days in Each Month—For 2007 Vacation)

December 31, 2006

Section 21 Compensation (Profitability Bonus)

January 1, 2007

Section 10	Scheduling (PBS for Line Holders) (estimated)
Section 14	Vacations (Unlimited Trading, 4TFP Value)
Section 29	VPP replaces profit sharing
Section 30	Training (PBS-related items) (estimated)

March 1, 2007 (estimated and subject to change)

Section 10 Scheduling (PBS for Reserves)

April, 2007

Section 24 General and Miscellaneous (Spanish Qualified)

Between the date of ratification and implementation of the new Section 10, Scheduling of the Flight Attendants will be governed by Section 10 of the 1999-2003 collective bargaining agreement.

WITNESS: FOR ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO Patricia A. Friend Veda Shook MEC President International President Renee Elson Stephen Povnter **Negotiating Committee Member Negotiating Committee Member** James H. Ellis Kimberley Chaput **Negotiating Committee Member** Staff Attorney/Negotiator WITNESS: FOR ALASKA AIRLINES, INC. Jeff Butler. Kelley Dobbs. Managing Director Inflight Staff VP, Employee Services Kieran Whitney, Lori Manning, Manager Labor Relations Director Crew Resources Dennis Hamel Vice President, Employee Services

Sideletter No. 4 (former No. 3)

LETTER OF AGREEMENT between ALASKA AIRLINES, INC. and THE FLIGHT ATTENDANTS IN ITS SERVICE as represented by THE ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO

This Letter of Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Alaska Airlines, Inc. ("Company") and the Association of Flight Attendants, AFL-CIO ("Union").

WHEREAS, the Company and the Association have reached an understanding regarding the disposition of the current qualified money purchase plan titled "Retirement Plan for Flight Attendants of Alaska Airlines, Inc.", as amended and restated effective January 1, 1989, being provided to the Flight Attendants, as well as changes to the current Alaska Airlines, Inc. Flight Attendant 401(k) Plan, effective January 1, 1988;

NOW, THEREFORE, the Parties agree that:

- 1. The current Retirement Plan for Flight Attendants of Alaska Airlines, Inc. and the Alaska Airlines, Inc. Flight Attendant 401(k) Plan will be merged into one (1) plan;
- 2. All provisions of the two (2) current plans referred to in 1. above, including but not limited to the provisions relating to eligibility, vesting, benefit accrual, benefit payment options, etc., shall remain in effect for all benefits accrued prior to the date of plan merger;
- 3. The Retirement Board letter dated September 6, 1988 shall apply to the accounts affected by the money purchase plan.
- 4. All contributions of the Company and the Participants shall be on deposit in the 401(k) Trust Fund no later than the tenth (10th) of the month following the month to which they apply, or sooner if required by law.
- 5. Monies accrued up to the date of the merger in the money purchase plan shall be invested in accordance with the directions of the Retirement Board. Monies that are subject to self-direction shall be invested in a wide range of funds.
- 6. There shall be no gap in the Company contribution due to the merger of the plans. Until such time that the employees are given a chance to contribute and to receive matching contributions under the resulting 401(k) plan, the seven percent (7%) Company contribution shall continue to be made to the money purchase plan. Employee contributions will continue to be made to the 401(k) plan under the current provisions of that plan until the merger takes place.
- 7. As Early Retirement is defined in the 401(k) plan but no specific distribution option addresses early retirement, Section 6.1 of the current 401(k) Plan shall be amended to provide that "Upon attaining his Normal or Early Retirement Date..."

- 8. Section 3.2 of the 401(k) Plan shall provide that a Participant may elect to defer as little as one percent (1%) to his Salary Deferral Account.
- 9. The Company shall pay all expenses of the merged plan, at least to the extent provided under Section 9.2 of the current money purchase plan with regard to all benefits accrued under the money purchase plan. In addition, the only fees charged to the Participant 401(k) accounts shall be investment fees associated with the Participant's direction of those individual accounts.
- 10. AFA shall review any documents associated with the merger prior to filing. The Company shall consider AFA's input on the draft documents and incorporate any mutually agreed upon changes. Review and agreement on the plan documents will follow as soon as reasonably practical after the effective date of the plan merger and implementation of the new 401(k) provisions.
- 11. Alaska Airlines shall file all appropriate filings with the appropriate government agencies and shall obtain a determination letter on the qualification for the merged plan. A copy of the final document shall be provided to AFA upon filing.
- 12. In the event that the merged plan is found not to be qualified, Alaska Airlines shall enter into any appropriate closing agreement with the IRS and pay all applicable fees to retroactively correct the plan defects.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 22nd day of March, 1994.

WITNESS: FOR ALASKA AIRLINES, INC.

s/Gail L. Neufeld s/M. A. Blackburn s/A. Gordon s/Nick McCudden Nick McCudden, Assistant Vice President, Labor Relations

s/Patrick L. Glenn

WITNESS:

FOR THE ASSOCIATION OF FLIGHT ATTENDANTS

s/Barbara A. Zorich s/Sandra L. Morrow s/Kelle P. Wells s/P. Mastrangelo

s/Dee Maki Dee Maki, President

s/Gail L. Bigelow

Gail L. Bigelow, President, Alaska Airlines Master Executive Council March 14, 2006

Veda Shook MEC President 20415 72nd South Suite 415 Kent, Washington 98032

RE: Miscellaneous Issues

Dear Veda:

This will confirm our agreement with respect to the following issues:

- The Company will continue payroll deduction for uniform items purchased before the Date of Signing, pursuant to Section 13 of the 1999-2003 Collective-Bargaining Agreement, until such time as all items have been fully paid.
- The new Collective-Bargaining Agreement requires Flight Attendants to fly or be credited with 480 TFP in a calendar year (with adjustments for leaves of absence, furlough or being hired mid-year) in order to be eligible for insurance benefits, step-rate increases and vacation pay. Because the new Collective-Bargaining Agreement will go into effect during calendar year 2006, the Company has agreed to pro-rate the required TFP needed for eligibility for 2007. Between July 1, 2006, and December 31, 2006, Flight Attendants must fly or be credited (or receive appropriate adjustments) 120 TFP in order to be eligible for insurance benefits, step-rate increases and vacation pay in 2007.
- 3. Whenever the new collective-bargaining refers to a sick child, it is understood that this is a placeholder for "family member." With the Association's agreement, the Company will apply the most liberal of the laws of the states in which Flight Attendants are domiciled in determining the appropriate definition of "family member." When this definition is determined, including any subsequent amendments pursuant to changes in law or in the interpretation of the law, the Company will publish the definition and distribute it to the Flight Attendants.
- 4. Payroll deduction of the Association initiation fee will apply only to those Flight Attendants hired on or after the Date of Signing.
- 5. The requirement that termination grievances be arbitrated within six months of submission to the System Board (Section 20.G) will apply only to those Flight Attendants terminated on or after the Date of Signing.

Sincerely,

Jeff Butler, Managing Director, Inflight

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