

# **Tentative Agreement**

# 2018-2021 Joint Collective Bargaining Agreement



Legend:

Strike though text in pink is current contract language deleted for the TA. Example: deleted language Double underlined text in pink is the proposed new language. Example: <u>new language</u> Single underlined text in black indicates 2014 ratified language. Example: <u>ratified language</u> Double slash marks in black indicate language that was deleted with the 2014 ratification. If the 2018-2021 JCBA is ratified, any deleted language (<u>iei.e.</u>:-<u>deleted language</u>) will be replaced with a double slash. Example: //

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I



# PREAMBLE

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").

The Association of Flight Attendants has been certified by the National Mediation Board in Case No. <u>R-3477R-7478</u>, to represent the Airline Flight Attendants in the service of the Company and <u>in-on</u> 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.

Alaska.

# A. MEMBERSHIP NON-DISCRIMINATION BASED ON ASSOCIATION MEMBERSHIP

No employee covered by this <u>Agreement will be interfered with</u>, restrained, coerced or discriminated against by the Company or the Association because of membership in the Association. All employees will be free to engage in lawful Association activities or to refrain from such activities.

#### B. <u>NON-DISCRIMINATION POLICY</u>

<u>Neither the Company nor the Association will discriminate in any way against any employee based on that employee's inclusion in any classification protected from discriminatory treatment by Company Policy and State or Federal Law, including but not limited to // sex, race, color, religion, sexual orientation, national origin or age, marital status, creed, presence of any sensory, mental or physical disability, disabled veterans status, Vietnam Era veterans status and ancestry.</u>



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 that 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.



# A. <u>RECOGNITION</u>

<u>In accordance with certification R-3477R-7478 made by the National Mediation Board (NMB)</u>, the Company hereby recognizes the Association as the exclusive <u>authorized representative of the Flight Attendants in the service of the Company for purposes of the Railway Labor Act, as amended.//</u>

# B. <u>RECOGNITION OF MANAGERIAL RIGHTS</u>

Employees covered by this Agreement will be governed by all Company rules, regulations and orders previously or hereafter issued by proper authorities of the Company that are not in conflict with the terms and conditions of this Agreement and that have been made available to the affected employees prior to becoming effective.

# C. MANAGERIAL RIGHTS RETAINED BY THE COMPANY

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. <u>SCOPE</u>

The Company will not engage in any 14 CFR 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 <u>D.1.</u> and <u>D.2.</u>, below) or 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 // in the following manner for the purposes of remaining current and to assist with job and crew familiarization.
  - a. During a check-ride or an IOE, the manager(s) will not count toward the FAA required minimum crew;
  - b. May <u>pre-</u>board flights when the CFR required number of Flight Attendants is not available;
  - c. Inflight management may work as a Flight Attendant on a sequence under the following provisions:
    - 1. <u>The Inflight management employee may work a scheduled sequence only in an open position as the</u> "D" Flight Attendant on a three (3) person minimum crew (or the "E" Flight Attendant on a Combi aircraft [34M]) or an "E" Flight Attendant on a four (4) person minimum crew.
    - 2. <u>S/he will be considered a working member of the crew and must follow all requirements in the Flight</u> <u>Attendant Manual (FAM) and all limitations in the applicable Sections of the CBA (e.g. duty and rest</u> <u>provisions).</u> <u>S/he will be considered a "crewmember" for the purpose of this provision. Her/his</u> <u>effective seniority will be considered to be the most junior Flight Attendant on that flight.</u>
    - 3. <u>The Inflight management employee must work an entire sequence or a portion of a sequence broken</u> <u>at a SIP. The sequence must be legally constructed out of a Flight Attendant domicile.</u>
    - No single-source discipline may result from the Inflight management employee's presence on the sequence. Safety issues will be eligible for submission under the Aviation Safety Action Program (ASAP). If either party does not participate in the ASAP program, the Company and the Association will meet and agree to an equivalent alternative process.
- 2. <u>Management flying to avoid a cancellation:</u>
  - a. <u>An Inflight management employee may work a flight as a member of the minimum crew to avoid a cancellation.</u>
  - b. <u>Provisions c.2., c.3. and c.4., above, will apply.</u>



- 3. List of Management fliers:
  - a. Upon request the Company will provide a list of FAA Flight Attendant certificated management qualifying for flying under this provision updated as that roster changes. The Company will provide to the Association a list of trip(s) flown prior to the commencement of each trip if the Inflight management assignment is known in advance or, if the assignment is not made in advance (e.g. to avoid a cancellation), then by the following calendar day.
  - Such list will be provided monthly to the Association and upon request, updated as that roster changes. The pool of Inflight managers who may perform the duties <u>listed</u> // will not exceed a number equal to two percent (<u>2</u>%) of the Flight Attendant <u>System Seniority List</u>.

# E. NON-REVENUE GENERATING (14 CFR PART 91) FLIGHTS

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 volunteer(s), <u>Crew</u> Scheduling may assign reserve Flight Attendants.

F. CARD CHECK

Should the Company <u>and/or Alaska Air Group (AAG)</u> // establish any new airline or acquire an interest in any carrier and maintain it as a separate carrier, // the Association <u>will be certified by the NMB</u> as the exclusive bargaining representative under the Railway Labor Act, <u>as amended</u>, of the Flight Attendants of such airline upon a showing, without an election and pursuant to the procedures of the // <u>NMB</u>, 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.

# H. INFORMATION SHARING

- 1. <u>Subject to necessary confidentiality agreement(s) the Company agrees to regularly share and discuss business</u> and operational data for the purpose of educating and developing a strong partnership with AFA.
- The Company agrees to honor requests by the MEC President to allow the President or her/his designee reasonable opportunity to review any code share, capacity purchase, joint venture or other agreement that provides for the sharing of passengers or revenue between the Company and another air carrier, subject to appropriate non-disclosure agreements.

# I. SCOPE OF AGREEMENT REMEDIES

Any dispute concerning alleged violation(s) of this Section will be handled in accordance with Section 4.D. [Status of Agreement Remedies], unless otherwise prohibited by law.



1. <u>May an Inflight management employee holding a FAA Flight Attendant certificate function as</u> <u>minimum crew in order to pre-board a flight?</u>

Yes.

2. <u>May an Inflight management employee holding a FAA Flight Attendant certificate function as part of the FAA required minimum crew in order to prevent a cancellation?</u>

Yes.

3. <u>May a Flight Attendant, upon mutual agreement, swap positions with an Inflight management employee who is working as a compliment to the minimum crew?</u>

Yes, when the Inflight management employee is working as minimum crew they may swap service or safety positions. However, when the Inflight management employee is working as an extra crewmember they may swap service positions only. If a safety position is swapped Crew Scheduling must be notified and the swap must be for the entire sequence.

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#### A. <u>ACCEPTANCE OF AGREEMENT</u>

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 will 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

- 1. The following provisions apply in the case of a successorship transaction, as described in <u>4.B.</u>, 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 <u>accordance</u> 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 <u>System</u> 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 domicile, reduction of the number of Flight Attendants in a domicile, reduction of flying by the Successor or any other such actions that 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 <u>System</u> <u>Seniority</u> <u>Lists</u> are integrated and the Flight Attendant collective bargaining agreements are combined in accordance with <u>C.1.a.</u> and <u>C.1.b.</u>, 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 <u>Airlines</u> Flight Attendants that are required to provide the post-transaction service and shall make employment offers to these Flight Attendants in Alaska <u>Airlines</u> seniority order. Further, nothing in this Section <u>shall</u> 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 <u>Successor</u> shall negotiate any change, modification or cancellation of any term or provision contained in <u>Section 4.C.</u>. 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, pre-acquisition annualized available seat miles or pre-acquisition number of aircraft.
- 2. 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 Attendant with the Allegheny-Mowhawk Labor Protective Provisions.
- D. STATUS OF AGREEMENT REMEDIES

Any and all disputes concerning alleged violation of this Section // will 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 will 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 that is issued.

# E. SUCCESSORSHIP OR MERGER TRANSACTION FUND

In the event of a successorship transaction as described in 4.B., above, the Company will reimburse the Association up to one million dollars (\$1,000,000.00) of legal, consulting and Union Business expenses caused by the transaction and incurred by the Association up to the time of implementation of a single Flight Attendant collective bargaining agreement, final integration of the Flight Attendant seniority lists, or until the resolution of any subsequent dispute, whichever occurs last.



Alaska Air Group (AAG): Alaska Air Group Inc. is the parent company of Alaska Airlines (AS) and Horizon Air (QX).

**Association of Flight Attendants (AFA):** Association of Flight Attendants-CWA is the union representing Alaska Airlines Flight Attendants.

**Base Orientation:** Following training, the date on which the Flight Attendant is familiarized with her/his Flight Attendant domicile.

**Base Turn:** Two (2) sequences combined in the same duty period that contain no less than one hour and forty-five minutes (1:45) block-to-block between the last flight of the previous sequence and the first flight of the subsequent sequence. The scheduled "base turn duty period" cannot exceed fourteen (14) hours on duty according to CFRs.

**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.

**CBA:** Collective Bargaining Agreement

CFR: Code of Federal Regulations

**Company Seniority:** Seniority that begins to accrueaccrues from the date an employee is placed on the Company payroll, which may be retroactive to include credit for time spent in Initial Training as provided for in Section 6 [Seniority], and will continue to accrue during the term of employment. Company Seniority will determine vacation accrualtime, and all Company benefits.

**Computer Based Training (CBT):** Required supplemental training on an electronic device exclusive of recurrent training.

Crewmember: Pilots and Flight Attendants

**Deadhead:**// <u>A positioning flight on which the Flight Attendant is traveling to or from a scheduling obligation or RON</u> (i.e. transport of a Flight Attendant at Company request to or from protecting a flight, either scheduled or unscheduled, or other scheduling obligation).

**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. //

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 government requirements (e.g. Federal Aviation Administration, Transportation Security Administration, etc.) and Company and operational requirements, and may be requested to participate in promotional and publicity assignments. Any male or female pronoun used herein will be deemed and understood to designate any employee hereunder, whether male or female.

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

**Ground Time:** Scheduled or unscheduled sit time between flights (block-in to block-out) unless broken by legal rest. **Inflight management:** Supervisory personnel with duties and responsibilities directly related to Flight Attendants.

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**Initial Operating Experience (IOE):** A required number of observed flight hours that a new hire must complete as an extra crewmember, while performing safety related duties as required by the FAA.

**Irregular Operations:** Flights that do not operate in accordance with the published schedule because of circumstances such as weather, maintenance delays, cancellations, crew shortages, misconnects, air traffic control, or similar circumstances within the system, as well as natural disasters, sabotage, hijacking, bomb threat, or actual bomb, terrorist attacks and/or acts of war.

**Jet Bridge Trade:** A trade between Flight Attendants at the same domicile. In which they trade or give away a sequence or portion of a sequence at any station no earlier than three (3) hours prior to departure for domestic and international flights, but no later than the commencement of boarding. SIPs are not considered a Jet Bridge Trade.

**Like Sequence:** A single sequence that operates no earlier than the original report time on the first day of the sequence and must release at domicile no later than 11:59 PM (local domicile time) on the last day of the original sequence. In determining the Like Sequence, Crew Scheduling will first consider a sequence with an equal number of days and then a sequence with fewer days. A sequence containing a Long Stage Length Duty Period ("4k") may be offered as a Like Sequence but will not be defined as a Like Sequence unless the original sequence also contains a Long Stage Length Duty Period. Like Sequence does not apply to Section 10.S. [Pre-Cancellations].

**Limo:** Any transportation of a Flight Attendant that does not meet the definition of a Flight or Deadhead; it may or may not have duty and/or pay credit. A Surface Deadhead may be coded as a Limo for tracking purposes but is still considered a Surface Deadhead if it meets the definition of Surface Deadhead.

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

**Local Executive Council (LEC):** A Local Executive Council is comprised of directly elected officers including a President, Vice President, Secretary and Council Representative(s) (depending on size of council). The LEC Officers represent the members of a specific domicile(s) assisting with but not limited to representational, contractual and disciplinary incidents. The job responsibilities of the LEC officers are outlined in the Association Constitution and Bylaws.

**Long Stage Length Duty Period ("4k"):** A duty period containing a two (2) leg maximum and a scheduled sit time not exceeding seventy minutes (:70); departing from and returning to the same domicile; exceeding ten hours and thirty minutes (10:30); and not exceeding four-thousand (4,000) statute miles.

**Longevity Paid Time Off (PTO):** Seven (7) days of PTO provided to a Flight Attendant employed twenty-five (25) years or longer who is credited with greater than or equal to nine-hundred sixty (960.0) Worked TFP inclusive of vacation in a calendar year.

**Longevity Premium:** A premium paid to a Flight Attendant who has <u>completed achieved sixteen (16) years of service</u> (YOS)Occupational Seniority that is increased at the <u>completion of when s/he achieves</u> twenty (20) YOS-years of Occupational Seniority and every five (5) years thereafter. This will be paid on all Worked TFP.

**Low Time First Assigned (LTFA):** A list used by Crew Scheduling for scheduling a Reserve that takes into consideration the reserves' TFP credit, seniority order, preferences and the TFP value and certain parameters of sequences being assigned.

**Master Executive Council (MEC):** A Master Executive Council will be the chief governing body for the membership at the airline and will consist of appointed officers including a President, Vice President and Secretary-Treasurer whose job responsibilities are outlined in the Association Constitution and Bylaws.

<u>Minimum Pay Rules:</u> Rules governing the pay, credit and/or scheduling of sequences. <u>Sections 10.Y. [Sequence</u> <u>Construction] and 21.D. [Minimum Pay Rules].</u>



Month: Each calendar month will be a bid month except for January, February and March.

- January: January 1<sup>st</sup> January 30<sup>th</sup>
- February: January 31<sup>st</sup> March 1<sup>st</sup>
- March: March 2<sup>nd</sup> March 31<sup>st</sup>

**Occupational Seniority** (or "System Seniority"): Seniority that begins to accrue<u>accrues</u> from the date a Flight Attendant is placed on the payroll as a Flight Attendant, which will be retroactive to include credit for time spent in <u>Initial Training as provided for in Section 6 [Seniority]</u>, from which date seniorityand will continue to accrue during the Flight Attendant's period of service.

**Operational Incident Drop (Without Points):** Flight Attendants may request and Inflight supervisors or managers or their designees will have the ability to offer Operational Incident Drops due to special circumstances. Such drops will be mutually agreeable between the parties. Operational Incident Drops will not carry attendance points and will not preclude the Flight Attendant from receiving record improvement under this Section. Operational Incident Drops will be unpaid unless pay is offered at management's sole discretion. Management will be responsible for notifying Crew Scheduling, if appropriate.

**Open Time:** All uncovered flying at any point in time until picked up or assigned.

**Performance Based Pay (PBP):** An annual incentive pay plan in which a Flight Attendant is eligible to earn a percentage of her/his eligible earnings (as described in the Alaska Air Group Performance Based Pay Plan), based on the achievement of defined Company goals.

**Personal Drop(s) (PD):** An unpaid drop awarded by Crew Scheduling to a Flight Attendant in seniority order within the sequence classification.

**Pre-Board:** Assisting in the boarding of a flight that the <u>pre-boarding</u> Flight Attendant is not scheduled to work.

**Premium Open Time (Premium OT):** Sequences posted in Open Time (OT) offered at a premium no less than one and one-half times (1.5x) the trip rate.

**Productivity Premium Program (PPP)**: A premium paid to a Flight Attendant if Worked TFP and paid and unpaid vacation credit meets or exceeds the qualifying TFP targets outlined in Section 21.R [Structured Productivity Premium].

**Quarterly Productivity Premium (QPP):** A premium paid to a Flight Attendant if Worked TFP during a calendar guarter exceeds the TFP equivalent of the Flight Attendant's combined monthly PBS bid award in that calendar guarter.

**Reassignment:** A scheduling adjustment that occurs only between check-in and completion of a sequence in progress.

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

**Sequence:** A sequence // is a series of flights that originate and terminate at Sequence Home Domicile and may include a deadhead and/or a surface deadhead segment as well as one or more overnights.

**Sequence Home Domicile:** The Flight Attendant domicile from which a sequence originates and terminates. The Sequence Home Domicile is the same as the Flight Attendant's domicile unless the Flight Attendant is on a sequence picked up out of her/his domicile.

**Sequence Interruption Point (SIP):** SIP's will occur // <u>in a</u> sequence as follows: // <u>a</u> SIP will be // <u>any</u> arrival of the aircraft at the <u>Sequence</u> Home Domicile //.

**Severe Irregular Operations:** An unforeseeable or unpredictable event, or an event not within the control of the Company, including but not limited to, severe weather, natural disasters, Air Traffic Control (ATC) system disruptions or other system disruptions that result in significant loss of schedule synchronization. If Severe Irregular Operations are declared by mutual agreement between the Company and the Alaska Airlines Air Line Pilots Association (ALPA) the provisions within the CBA may be enforced with the destinations and/or domiciles impacted as agreed by the Company and ALPA.



**Straight Time:** The rate of pay a Flight Attendant receives based on the compensation table in Section 21.A. [Step Rates of Pay].

**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. Surface deadhead is considered duty time for purposes of rest and duty limitations. A Surface Deadhead may be coded as a Limo for tracking purposes but is still considered a Surface Deadhead if it meets this definition.

TFP (Trip(s) For Pay): // Unit of pay based on point-to-point mileage outlined in Section 21.E. [TFP Calculation].

**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 is subject to // <u>Minimum Pay Rules and/or pay protection(s) as provided for in the Agreement</u>.

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

"Will": "Will" has the same meaning as "shall" had in the 2006-2012 Agreement (as extended) wherever "will" replaces "shall" in this Agreement; and the terms are used interchangeably. The change to more modern language has no effect on the intent.

Worked TFP: All paid TFP excluding vacation/Longevity PTO and sick leave.



# A. OCCUPATIONAL SENIORITY APPLICATIONS

- 1. Company Seniority
  - a. Hired prior to Date of Ratification: Seniority that accrues from the date an employee is placed on the Company payroll, which will be retroactive to include credit for time spent in Initial Training as provided for in the Integration Seniority List (ISL) certified by the Seniority Merger Integration Committee (SMIC) unless the employee's Company date of hire is prior to Initial Training due to an internal transfer.
  - b. Hired after Date of Ratification: Seniority that accrues from the date an employee is placed on the Company payroll, which will be retroactive to the first day of Initial Training unless the employee's Company date of hire is prior to Initial Training due to an internal transfer.
  - c. Company Seniority will continue to accrue during the term of employment.
  - d. Company Seniority will determine vacation accrual and all Company benefits.
- 2. Occupational Seniority/System Seniority
  - a. Hired as a Flight Attendant prior to Date of Ratification: Seniority that accrues from the date an employee is placed on the Company payroll as a Flight Attendant, which will be retroactive to include credit for time spent in Initial Training as provided for in the Integration Seniority List (ISL) certified by the Seniority Merger Integration Committee (SMIC).
  - <u>b.</u> Hired as a Flight Attendant after Date of Ratification: Seniority that accrues from the date an employee is placed on the Company payroll as a Flight Attendant, which will be retroactive to the first day of Initial <u>Training.</u>
  - c. Occupational Seniority/System Seniority will be used for all vacation selection, eligibility for Longevity Paid Time Off, leaves of absence other than medical leaves, emergency leaves and additional personal leaves as defined in Section 15 [Leaves of Absence], 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, Long Stage Length Duty Period ("4k") and other flyingapplications as provided for elsewhere in this Agreement.
- B. CALCULATION FOR DETERMINING SENIORITY
  - <u>Hired as a Flight Attendant prior to Date of Ratification: If more than one (1) Flight Attendant has the same Occupational Seniority date, then seniority will be determined by the order provided for in the Integration Seniority List (ISL) certified by the Seniority Merger Integration Committee (SMIC). Under no circumstances will relative seniority be changed by the SMIC in the ISL pursuant to the AFA-CWA Constitution & Bylaws in effect.</u>
  - 2. <u>Hired as a Flight Attendant on or after Date of Ratification:</u> If more than one (1) Flight Attendant has the same <u>Occupational</u> Seniority date, then seniority will be determined by <u>the last three (3) numbers of the individual's PeopleSoft number with the lower number being more seniordate of birth, with the older being more senior. If the last three (3) digits are the same, then the last four (4) digits will be used as a tie-breaker using the same convention. This provision will be implemented with the first Initial Training class following Date of Ratification.</u>
- C. <u>SENIORITY LIST</u>

The Company will provide a copy of the permanent Flight Attendant <u>System Seniority List</u>, revised no more than once each month, in a place mutually acceptable to the Company and the Association. <u>The Company will also</u> provide a list of Flight Attendants who have transferred to supervisory or other non-flying duties directly related to the Flight Attendant duties, revised whenever a Flight Attendant on such list transfers back to the Flight Attendant duties and on every January 1; such list will record each individual's Occupational Seniority date and the date the individual transferred to supervisory or other non-flying duties directly related to the Flight Attendant duties.



# D. SENIORITY DISPUTES

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 will have thirty (30) days after her/his return to duty in which to file such a request.

# E. TRANSFERRING TO / FROM SUPERVISORY OR OTHER NON-FLYING DUTIES

If a Flight Attendant transfers to supervisory or other non-flying duties the following provisions will apply:

1. Transferring to a Supervisory or Other Non-flying Duties Related to the Flight Attendant Duties

A Flight Attendant transferred to <u>a</u>\_supervisory or other non-flying duties directly related to the Flight Attendant duties will 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, <u>such</u> <u>supervisor s/he</u> will retain but not accrue <u>Occupational</u> Seniority. <u>Any subsequent transfer to such duties</u> <u>does not 'reset' a Flight Attendant's maximum accrual of Occupational Seniority pursuant to this provision.</u> For the period of time that the Flight Attendant is transferred, s/he will be removed from the published domicile position lists.

- 2. Transferring to Management
  - a. When a Flight Attendant transfers to a management position, the Company will provide to the Association a job description of the management/supervisory position, and the anticipated duration of the assignment. The effective date of the transfer(s) and the name(s) of the Flight Attendant(s) assuming the position(s) will also be included. All Flight Attendants transferring to such positions will be required to complete a confidentiality form. The Association and management will craft the form jointly and a copy of all signed forms will be provided to the Association. Any Flight Attendant currently holding a management/supervisory position who does not have a signed form on file will complete one on the effective date of this Agreement.
  - b. <u>The Flight Attendant's remaining vacation balance and accrued vacation credit in days will be converted</u> to hours and deposited in her/his management PTO bank at a rate of eight (8) hours per day.
  - c. <u>The Flight Attendant's sick leave bank balance in TFP will be converted to hours and deposited in her/his</u> management EIL bank at the TFP conversion rate of one and thirteen-hundredths (1.13) TFP per hour.
  - d. <u>If the Flight Attendant transfers to a supervisory or other non-flying duties not directly related to the Flight Attendant duties, s/he will forfeit her/his Occupational Seniority and if s/he elects to return to a Flight Attendant position s/he must reapply. In no case will her/his Occupational Seniority be reinstated.</u>

# 3. <u>Transferring from Management Back to Flying Duties</u>

When a Flight Attendant transfers back to flying duties the following provisions will apply:

- a. <u>The Company will provide the Flight Attendant(s) name(s) and a minimum of thirty (30) days' notice to the Association prior to the transfer.</u>
- b. <u>Her/his PTO bank will be paid out and the EIL bank will be converted to sick leave at the current TFP conversion rate.</u>
- c. <u>S/he will be credited with the annual vacation accrual reduced by one and one-twelfth 1/12 the annual entitlement for each month in management that year. The Flight Attendant must request the appropriate amount of vacation and s/he will be granted a vacation slot consistent with her/his seniority. Alternately, the Flight Attendant may select an open vacation slot.</u>
- d. If returning mid-month Section 15.I.2. [Return to Work Following...], will apply.



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

#### 2. When is Occupational Seniority used?

Occupational Seniority is used in the determination of the following:

Section 6.A. [Occupational Seniority Applications]

- Vacation/Longevity PTO awards. <u>Section 14.B. [Vacation/Longevity PTO Bidding and Trading]</u>
- Longevity PTO eligibility. Section 14.A. [Vacation/Longevity Paid Time...]
- Leaves of Absence (other than Medical Leaves, Emergency Leaves and additional Personal Leaves as defined in <u>Section 15.B. [Medical Leave of Absence]</u>)
- Reduction in force. <u>Section 18.A. [Involuntary Furlough Mitigation]</u>
- Order of recall from a reduction in force. <u>Section 18.D. [Recall from Furlough and Bypass]</u>
- Monthly bid awards. Sections 10.D. [Method of Awarding Lines] and 10.L. [Bid Awards...]
- Charter awards. <u>Section 33.A. [Charter Bids]</u>
- Other flying.
- Filling vacancies. <u>Section 28 [Domiciles]</u>
- Reserve requirements. <u>Section 11.B.1. [Reserve: General]</u>

# 3. When is Company Seniority used?

Company Seniority is used for the following: calculation of vacation accrual <u>Section 14.A. [Vacation/Longevity Paid</u> <u>Time...].</u>



# A. PROBATIONARY PERIOD

During the first <u>one-hundred eighty (180)</u> days of employment extended by any periods of furlough, suspension or leave(s) of absence, each Flight Attendant shall be on probation.

B. DISCHARGE, DISCIPLINE OR FURLOUGH

The Company shall have the right to discharge, discipline or furlough any employee during the probation period without cause and without a hearing.

# C. <u>"A" QUALIFIED</u>

All probationary Flight Attendants will be "A" qualified upon the completion of training.

D. BASE TRANSFER LIMITATION

Probationary Flight Attendants may not voluntarily change domiciles more than once during probation.

E. PROBATIONARY CHECK-RIDE / OBSERVATION FLIGHT AND RESERVE

For the purpose of a probationary check-ride <u>or probationary observation flight</u>, a Flight Attendant may be assigned out of order while on reserve (<u>Section 11.E. [Order of Assignment]</u>). Flight time will be credited toward the Reserve's guarantee.

- F. <u>"JOB FAMILIARIZATION" FLIGHTS FOLLOWING BASE ORIENTATION</u>
  - Following Base Orientation, if a probationary Flight Attendant is on Reserve and there are more than fifty percent (50%) of the Reserves in that domicile who are not subject to this provision, s/he will be pre-assigned four (4) sequences in any position, excluding the "A" position (the "B" position on a Combi aircraft [73M]) except as provided in F.2., below, by Crew Scheduling. Such sequences may be assigned from the following flying:
    - a. <u>Open Time no earlier than three (3) days prior to departure.</u>
    - b. <u>Sequences constructed by Crew Scheduling.</u>
    - c. <u>Flight Attendant-to-Flight Attendant Trades removed pursuant to Sections 12.D.2. and 12.D.4. [Crew</u> <u>Scheduling Access...]. If a sequence is removed from a Flight Attendant's line, the sequence may not be</u> placed back on her/his line as a result of Crew Scheduling's error.
    - d. Position added as an additional Flight Attendant.
  - Crew Scheduling will make every reasonable effort to avoid giving an "A" position assignment to a probationary Flight Attendant during her/his first four (4) sequences. In the event that there is no Reserve available to fly an "A" position sequence, a probationary Flight Attendant on Reserve who is subject to this provision may be assigned "A" position. This provision does not apply to a probationary Flight Attendant who is awarded a line during her/his first month.
- G. PROBATIONARY RESERVE REQUIREMENT

During the probationary period, a Flight Attendant will be expected to work a minimum of forty-eight (48) days of reserve availability.

- 1. For every month during probation that the Flight Attendant is a Lineholder, the forty-eight (48) day requirement will be reduced by eight (8) days.
- 2. <u>If a Flight Attendant "self-assigns" for an OT trip operating on days of scheduled reserve availability, per</u> <u>Section 11.1 [Reserve Self Assignment], those days will count toward the reserve day minimum.</u>
- 3. <u>Any flying assigned in F.1.</u>, above, will count toward the forty-eight (48) reserve day requirement in G.1., above, on a day-for-day basis.
- 4. <u>A Flight Attendant's probationary period may be extended until s/he has worked the required reserve day</u> minimum (or adjusted minimum due to Lineholder status).
- H. VOLUNTARY TEMPORARY BASE TRADES (SWAPS) RESTRICTION

Probationary Flight Attendants are not eligible for voluntary temporary base trades (swaps). (Section 28.A.9.d [Rules Governing Multiple Domiciles])



# I. PROBATIONARY REVIEW

<u>A probationary Flight Attendant will receive a probationary review as follows:</u>

- 1. <u>Such review is normally scheduled approximately three (3) months into the probationary period but may be</u> scheduled before or after such time.
- 2. <u>A probationary Flight Attendant will be asked several questions regarding safety and emergency procedures</u> and will be allowed to use the Flight Attendant Manual.
- 3. <u>Reviews shall ordinarily be conducted on a scheduled day of work. If the Flight Attendant is a Reserve, s/he will receive four (4.0) TFP that will be credited towards her/his reserve 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 scheduled day of work which s/he has 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.</u>
- 4. <u>If there is an approaching deadline requiring the Flight Attendant to attend a probationary review 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 (4.0) TFP. If the Flight Attendant is a Reserve, the four (4.0) TFP will be paid above her/his reserve guarantee.</u>

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J. ABILITY TO PICK UP AND FLY FOLLOWING BASE ORIENTATION AND PRIOR TO THE FIRST DAY OF THE FIRST BID MONTH

During the period following base orientation and prior to the first day of her/his first bid month, a probationary Flight Attendant may pick up and fly a maximum of two (2) sequences. Such sequence(s) may depart from any domicile.



#### A. <u>APPLICABILITY OF SECTION 8</u>

The limitations provided for herein // include all time when a Flight Attendant is assigned as a crewmember on regularly scheduled flights <u>including Long Stage Length Duty Periods</u>, deadheads, extra sections, ferry or charter flights, and scenic flights.

# B. EIGHT (8) FLIGHTS IN TWENTY-FOUR (24) HOURS LIMITATION

A Flight Attendant will not be scheduled for more than eight (8) flights in any twenty-four consecutive hours (24:00) unless broken by a legal rest break.

#### C. TWENTY-EIGHT (28) FLIGHTS IN SEVEN (7) DAYS LIMITATION

A Flight Attendant will 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 <u>originally</u> scheduled to do so.

#### D. CHECK-IN AND DEBRIEF

An on duty period will commence at the time a Flight Attendant is required to report for duty or the actual reporting time, whichever is later. <u>Initial</u> report time at the <u>Sequence Home Domicile</u> // will be one (1) hour prior to scheduled departure and at out-stations forty-five minutes (:45) prior to scheduled departures. A duty period will terminate <u>fifteen</u> minutes (:15) // after <u>final</u> block arrival of a flight at the <u>Sequence Home Domicile</u> // 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.
- 2. Flight Attendants are responsible for themselves.
- 3. Flight Attendants may contact Crew Scheduling to adjust the domicile debrief period for the sequence if the domicile debrief exceeds the scheduled fifteen minutes (:15). The adjustment will affect all Flight Attendants on the sequence. The adjusted debrief period will end when the last passenger has left the aircraft. This adjustment will not extend a Flight Attendant's duty period for purposes of pre-boarding or JA assignments. The crewmembers will be required to call Crew Scheduling as soon as possible after deplaning has completed but no later than sixty minutes (:60) after block-in for any necessary schedule adjustments. Failure to call Crew Scheduling within these parameters will negate any schedule adjustment; however, per diem will still be paid as a result of a schedule adjustment if requested after such time.

# E. DUTY PERIOD

A Flight Attendant will not be scheduled to be on duty for more than <u>ten hours and thirty minutes</u> (10:30) //. <u>S/he</u> will not be // <u>reassigned to a duty period</u> // in excess of <u>twelve hours and thirty minutes</u> (12:30) on a duty period by duty period basis //. 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 <u>Home Sequence D</u>omicile even if doing so requires the Flight Attendant to exceed her/his maximum duty hours except as provided in 8.G.1. [Fourteen Hour (14:00) Duty...], below. If scheduled duty of ten hours and thirty minutes (10:30) or less subsequently exceeds twelve hours and thirty minutes (12:30) due to irregular operations the following provisions in 8.F. [Over-Duty Pay], 8.G. [Fourteen Hour (14:00) Duty...], and/or 8.H. [Compensatory (Double-Out) Rest], below, will apply. See Section 10.DD. [Long Stage Length...] for duty limitations applicable to Long Stage Length Duty Periods.

# F. OVER-DUTY PAY

1. Flying into or above twelve hours and thirty minutes (12:30)

If a Flight Attendant's duty time // exceeds twelve hours and thirty minutes (12:30), the Flight Attendant will be paid the prorated portion for any flying, including surface deadhead, into or above // twelve hours and thirty minutes (12:30) //, at two times  $(2.0\underline{x})$  the // trip rate // until the Flight Attendant receives legal crew rest. In no case will the Flight Attendant receive less than one (1.0) TFP of over-duty pay paid at premium. For a Reserve, no less than one (1.0) TFP will be paid above the guarantee and no less than one (1.0) TFP will be credited toward guarantee, both at straight time.

- 2. Flying into or above sixteen hours (16:00)
  - If a Flight Attendant's duty time exceeds or is projected to exceed sixteen hours (16:00), the Flight Attendant will be paid the prorated portion of the TFP value for all flying, including surface deadhead into or above // twelve hours and thirty minutes (12:30) at three times (3.0x) the // trip rate until the Flight Attendant receives legal crew rest. For a Reserve, s/he will be paid at two times (2.0x) the trip rate above the guarantee and will be credited at straight time towards guarantee.
- G. FOURTEEN HOUR (14:00) DUTY PROVISIONS //
  - <u>At a Domicile/Co-terminal -</u> A Flight Attendant <u>may be asked and may</u> elect but will not be required, to depart on a flight scheduled to land more than fourteen hours (<u>14:00</u>) from the beginning of her/his duty period. <u>The Flight Attendant will be pay protected for flights from which s/he is removed pursuant to this Paragraph.</u> <u>Whether s/he elects or declines to depart, over duty pay and/or pay protection will be pursuant to 8.F. [Over-Duty Pay], above, and 8.H. [Compensatory (Double-Out) Rest], below, if applicable.
    </u>
  - <u>At an Outstation</u> A Flight Attendant may be required to depart on a flight scheduled to land more than fourteen hours (<u>14:00</u>) 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(s) will be pay protected for flights from which s/he is removed <u>as a result of the over duty flying per 8.F. [Over-Duty Pay]</u>, above, and <u>8.H. [Compensatory (Double-Out) Rest]</u>, below.

# H. COMPENSATORY (DOUBLE-OUT) REST

- 1. Following 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 scheduling obligations (flights, training, etc.) with pay to receive the necessary rest.
- A Flight Attendant may waive the compensatory rest provided per H.1., above. If the Flight Attendant elects to waive the compensatory rest and completes a scheduling obligation (flies a sequence, attends training, etc.) that would have been partially or wholly removed by Crew Scheduling to provide such rest, the Flight Attendant will be paid one and one-half times (1.5x) the trip rate for such scheduling obligation.
- I. NIGHT RULE
  - If a Flight Attendant is on duty at // 4:29 AM local time (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 (<u>initial departure station time of that duty period</u>). The Company may build singleduty 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.
  - 2. If a Flight Attendant is on duty at 4:29 AM local time pursuant to I.1., above, and while at a Flight Attendant domicile (not including co-terminals) her/his duty day is subsequently projected to exceed ten hours and thirty minutes (10:30), the Night Rule duty restriction (i.e. not being required to remain on duty beyond 8:30 AM pursuant to I.1., above) supersedes the requirement during irregular operations to remain on her/his sequence until the aircraft returns to the Sequence Home Domicile due pursuant to 8.E. [Duty Period], above. A Flight Attendant at a domicile may waive the Night Rule duty restriction during irregular operations by electing to remain on duty beyond 8:30 AM (initial departure station time of that duty period) in a duty day that is projected to exceed ten hours and thirty minutes (10:30).
  - If a Flight Attendant is on duty at 4:29 AM local time pursuant to I.1., above, and s/he is at a co-terminal or an outstation, s/he may be required to remain on her/his sequence beyond 8:30 AM (initial departure station time of that duty period) due to irregular operations until the aircraft returns to the Sequence Home Domicile pursuant to 8.E. [Duty Period], above.
  - 4. If a Flight Attendant is on duty at 4:29 AM local time pursuant to I.1., above, and s/he remains on duty beyond 8:30 AM (initial departure station time of that duty period) pursuant to I.2. or I.3., above, s/he will receive the greater of two times (2.0x) the trip rate for the affected duty period or the pay under 8.F. [Over-Duty Pay] or 8.G. [Fourteen Hour (14:00) Duty...], above.



#### J. REMAIN OVER NIGHT (RON) REST

A Flight Attendant's duty period <u>will</u> run continuously unless broken by an overnight rest period that is scheduled for <u>at least</u> ten (10) hours from release to report. Rest must be scheduled for ten (10) hours, whether // 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. <u>REDUCED RON REST</u>

- 1. If a Flight Attendant on a multi-day sequence receives less than nine hours <u>and thirty minutes (9:30)</u> rest from release to report, the Flight Attendant may // be required to remain on the sequence and be paid at two and one-half times (2.5x) // the trip rate <u>for flights flown</u>, including any surface deadhead, <u>for the entire sequence in addition to any applicable Minimum Pay Rules and/or Sit Pay at straight time</u>.
- 2. <u>If the Flight Attendant is replaced at the SIP by Crew Scheduling the Flight Attendant will be paid for the entire sequence at straight time.</u>
- 3. For a Reserve, s/he will be paid at <u>one and one-half</u> times (1.5x) // the trip rate <u>for flights flown, including</u> any surface deadhead, for the entire sequence in addition to any applicable Minimum Pay Rules and/or Sit Pay at straight time above guarantee and // will be credited <u>at straight time</u> toward guarantee.

#### L. FORTY-EIGHT IN SEVEN (48/7) REST

- 1. <u>Unless waived by the Flight Attendant, 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 ("forty-eight in seven" or 48/7). This period is calculated from release to report.</u>
- 2. Forty-Eight in Seven (48/7) Operationally Impacted
  - a. // A Flight Attendant may, following the completion of a sequence that creates a forty-eight in seven (48/7) violation in conjunction with a subsequent sequence, contact Crew Scheduling at least two hours (2:00) prior to check-in (of the subsequent sequence) at her/his domicile and advise Crew Scheduling that, as a result of operational changes to her/his schedule, s/he will lose the forty-eight in seven (48/7). Crew Scheduling must then modify the original or subsequent sequence (via SIP of the original subsequent sequence or legally scheduled deadhead) to restore the forty-eight in seven (48/7). The Flight Attendant will not suffer a loss of pay as a result of such schedule adjustment.
  - b. <u>If</u> the Flight Attendant <u>did not waive forty-eight in seven (48/7)</u> s/he cannot be required to depart if the <u>forty-eight in seven (48/7) cannot</u> // be restored; however, s/he may elect to take the <u>original and subsequent</u> sequences unaltered. <u>If s/he does so, the Flight Attendant will be paid one and one-half times (1.5x) the trip rate for the first duty period of the subsequent sequence.</u>

# M. DOMICILE REST

A Flight Attendant will have a minimum of <u>eleven hours and thirty minutes (11:30)</u> from release to report scheduled between sequences at the home domicile unless s/he elects otherwise.

1. <u>Scheduled Domicile Rest</u>

If <u>eleven hours and thirty minutes (11:30)</u> is scheduled and the Flight Attendant does not receive at least <u>ten</u> <u>hours and thirty minutes (10:30)</u> rest from release to report, the Flight Attendant's schedule will be adjusted (via SIP or assignment of <u>a</u> Like Sequence) to provide <u>eleven hours and thirty minutes (11:30)</u> rest from release to report. The Flight Attendant will not suffer a loss of pay as a result of such schedule adjustment.

2. <u>Reduced Domicile Rest Operationally Impacted</u>

When a Flight Attendant schedules herself/himself with fewer than <u>eleven hours and thirty minutes (11:30)</u>, <u>but no less than nine hours (9:00)</u>, release to report, at home domicile, and that rest is operationally reduced, the schedule adjustment and pay protection outlined in <u>M.1.</u>, <u>above</u>, will not apply. The Flight Attendant will be responsible for the second sequence if CFR <u>reduced</u> rest requirements are met.

3. Domicile Rest Waived By Flight Attendant

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.



#### N. WAIVER OF CONTRACTUAL REST

<u>A Flight Attendant who waives any contractually required rest, and who then operationally would fall below any CFR-required rest period, will be pulled from sufficient flights to resolve the CFR illegality. The Flight Attendant will not be pay protected.</u>

#### O. DEADHEAD DUTY APPLICATIONS (INCLUDING SURFACE DEADHEAD)

(See also Section 10.X. [Deadhead].)

- 1. <u>A Flight Attendant engaged in deadheading (including surface deadhead) will be deemed to be on duty for pay (see Section 21.L. [Deadhead Compensation...]), duty and rest limitation purposes whether such deadheading is performed at the beginning, middle or end of a series of flights.</u>
- 2. The set times for surface deadhead between the following cities are:

<u>SFO - OAK</u>	<u>1 hr. (1:00)</u>
<u>SFO – SJC</u>	<u>1 hr. (1:00)</u>
<u>SJC – OAK</u>	<u>1 hr. 15 mins (1:15)</u>
LAX – SAN	2 hrs. 24 mins (2:24)
<u>LAX – SNA</u>	<u>1 hr. 15 mins (1:15)</u>

LAX – ONT	2 hrs. 15 mins (2:15)
<u>LAX – BUR</u>	<u>1 hr. 30 mins (1:30)</u>
<u>SEA – BFI</u>	<u>30 mins (0:30)</u>
<u>SEA – PAE</u>	<u>1 hr. 15 mins (1:15)</u>

If the time is more than five minutes (:05) longer than the times listed above, or for city pairings not listed above, the crewmembers will be required to call Crew Scheduling immediately after the surface deadhead for any necessary schedule adjustments. Failure to call Crew Scheduling at the 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.

#### P. MONTHLY MAXIMUM (118.2 TFP / 90 FLIGHTS)

A Flight Attendant will 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.

# Q. <u>CONTACTABILITY</u>

A Flight Attendant will not be required to keep the Company advised of her/his whereabouts during off duty periods. <u>However, a Flight Attendant will be required to remain contactable while on duty (including Airport Standby)</u>. Flight Attendants must provide a contact number to Crew Scheduling (Section 9.C.2. [Means of Contact for JA] and Section 11.D.1. [Scheduling / Notice Time...]). Flight Attendant contactability will be administered as follows:

- If contacted by a Company employee during an on duty period (from report to release) and told to contact Crew Scheduling or Inflight management, a Flight Attendant must do so as soon as feasible. For failure of an APSB Reserve or any Flight Attendant(s) on ground time to return Crew Scheduling's call more than five minutes (:05) and less than fifteen minutes (:15) from the time of the initial contact, see "Unavailable for Contact" in Section 32.C.15. [Attendance Policy Definitions]; for failure of such Flight Attendant(s) to do so after fifteen minutes (:15) or more, see "No Show" in Section 32.C.1. [Attendance Policy Definitions].
- If contacted during an off duty period (during a RON) and told to contact Crew Scheduling, a Flight Attendant may, but is not required to do so. S/he will be required to contact Crew Scheduling as soon as feasible after the commencement of her/his next duty period.
- 3. <u>If a Flight Attendant is contacted by Crew Scheduling during an off duty period (RON) and elects to answer</u> or return the call, s/he will be required to accept any assignment that is legal under the CBA and FARs.
- 4. <u>No Flight Attendant will be denied the ability to check-in to a hotel, or to board or exit a hotel shuttle, because</u> <u>s/he chooses not to contact Crew Scheduling at that time.</u>
- R. NOTIFICATION OF DELAY OR CANCELLATION
  - 1. When a scheduled departure is appreciably delayed, or the flight is cancelled, the Company will make every effort to notify the Flight Attendant(s).



- 2. If the Company becomes aware that a flight following a RON is being delayed, the Company will advise the Flight Attendant(s) before they depart the arrival airport or within two hours (2:00) 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 8.K. [Reduced RON Rest], above.
- S. NATURAL DISASTERS, // ACTS OF WAR, RIOTS, TERRORISM, ETC.
  - 1. In the face of natural disasters, // acts of war, <u>riots, terrorism, etc.</u>, 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, // acts of war, <u>riots</u>, <u>terrorism</u>, <u>et cetera</u>.
  - 2. When a natural disaster, // acts of war, riots, terrorism, etc., is imminent or present, and a need for rescheduling or reassigning crews becomes apparent, the Manager of Crew Scheduling or her/his designee will contact the MEC President or her/his designee //. Contact with the AFA appointed representative will be maintained until such time as all crewmembers have been returned to domicile and normal operations have resumed.
  - 3. If the flight deck crewmembers are <u>offered release</u> from flying into or out of a city, or laying over in a city affected by such natural disasters, // act of war, <u>riots, terrorism, etc.</u>, the Flight Attendant crewmembers will be released as well. Every effort will be made to keep <u>Flight Attendant</u> crews together <u>when reassigning them</u> to be removed from a city affected by imminent or present natural disasters, acts of war, riots, terrorism, et <u>cetera.</u>
  - 4. It may be necessary to exceed duty limitations in accordance with S.5., below, in order to remove Flight Attendants from danger, in order to bring customers out of a city impacted by natural disaster, // acts of war, riots, terrorism, etc., or to resume normal operations to a city impacted by such events.
  - 5. On a case-by-case basis, with the mutual agreement of the parties, the scheduling limitation of <u>ten hours and thirty minutes (10:30)</u> of duty outlined in // <u>8.E. [Duty Period]</u>, <u>above</u>, may be exceeded to remove crews from or to avoid danger and/or to facilitate bringing customers out of a disaster area, <u>or to resume normal operations to an affected city impacted by such events</u>. The compensatory rest outlined in // <u>8.H. [Compensatory (Double-Out) Rest]</u>, <u>above</u>, and any other applicable Sections will apply, and will be provided upon the Flight Attendant's first return to domicile. Additionally, the <u>two times (2.0x) (three times (3.0x) as applicable</u>) rate of pay will apply to any TFP flown <u>in a duty period scheduled to exceed or that actually exceeds ten hours and thirty minutes (10:30)</u> of duty <u>due to irregular operations directly resulting from 8.S.</u>.
    - a. <u>Crews that exceed such duty limitations to perform such work will be deadheaded one way (in either direction) in passenger seats.</u>
    - b. An uncovered sequence constructed under 8.S. ("8.S. sequence") will be built with appropriate compensatory "double-out" rest added to the end of the sequence that cannot be reduced. However, such rest and the pay provisions of H.2. [Compensatory (Double-Out) Rest], above, may be waived by the Flight Attendant in order to pick up or trade into another sequence.
    - c. An uncovered "8.S. sequence" will first be offered to a Flight Attendant who has flights cancelled from her/his line of time as a result of an 8.S. event and is eligible for an alternate assignment under the provisions of Section 10.S. [Pre-Cancellations], if applicable. The Flight Attendant may accept the "8.S. sequence" or may decline with pay protection for the original sequence at straight time. If the Flight Attendant accepts and works the "8.S. sequence", any conflicting scheduling obligations will be resolved in accordance with 8.H. [Compensatory (Double-Out) Rest].
    - d. An "8.S. sequence" may be placed into OT for pick-up and trading. The associated compensatory "doubleout" rest cannot be reduced as a result of trading. However, such rest and the pay provisions of Section H.2. [Compensatory (Double-Out Rest], above, may be waived by the Flight Attendant in order to pick up or trade into another sequence. Until automated, the Flight Attendant must contact Crew Scheduling to complete a pick-up, drop, trade or give-away of an "8.S. sequence"
    - e. <u>A Reserve may be assigned an "8.S. sequence". If the Reserve works the sequence, s/he will be credited</u> one times (1.0x) the trip rate toward the Reserve's guarantee and any additional premium TFP(s) will be paid above guarantee.



- T. BASE TURNS
  - <u>A Flight Attendant may pick up a Base Turn that consists of a sequence that begins on the same day another sequence terminates at domicile. Flight Attendants must allow a minimum of one hour and forty-five minutes (1:45) block-to-block between the last flight of the previous sequence and the first flight of the subsequent sequence and the total Base Turn scheduled duty day of the combined sequences may not exceed fourteen hours (14:00) in accordance with CFR limitations (see Addendum to Section 8 #13).
    </u>
  - 2. If the total Base Turn duty day of the combined sequences contains ten hours and thirty minutes (10:30) or less, all language in this Agreement regarding such duty limitations and pay will continue to apply.
  - 3. <u>If the total Base Turn duty day of the combined sequences is scheduled for more than ten hours and thirty</u> <u>minutes (10:30) then the Flight Attendant will be considered to have waived all duty limitations and premium</u> <u>pay for that day triggered by exceeding ten hours and thirty minutes (10:30) or above.</u>
  - 4. <u>A Flight Attendant will not suffer a loss of pay for misconnects between sequences comprising a Base Turn.</u>
  - 5. <u>A Flight Attendant must submit an Activity Claim Form to receive the applicable Minimum Pay Rules pursuant</u> to Section 21.D. [Minimum Pay Rules].
  - 6. <u>A Flight Attendant will receive per diem for the entire duty day containing the Base Turn and must remain contactable.</u>
  - A Flight Attendant will not receive Sit Pay per Section 21.T. [Sit Pay] for the sit created between the two (2) sequences that comprised the Base Turn unless there is a subsequent delay of two hours (2:00) or more between the sequences, that adds to the already existing sit time.
- U. OPERATIONALLY IMPACTED MINIMUM DAYS OFF

For Lineholders, see Section 10.E.1.a. [Line Construction...]. For Reserves, see Section 10.E.1.b. [Line Construction...] and Section 11.B.4. [Reserve: General].



#### 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). This does not apply to bid charters. <u>Section 33 [Charters]</u>

2. <u>What is the maximum I can be scheduled to be on duty if I opt in, pick-up, trade into or preference</u> and am awarded a Long Stage Length Duty Period ("4k")?

You may only be scheduled to remain on duty twelve hours and thirty minutes (12:30) during a Long Stage Length Duty Period ("4k"). Crew Scheduling may NOT involuntarily assign/reassign you a 4k. A Reserve may opt in but will NOT be required to fly or accept any sequence with a 4k. It may not be assigned as a JA assignment. Refer to Section 10.DD. [Long Stage Length...] for further information regarding Long Stage Length Duty Period. Section 8.E. [Duty Period]

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

<u>After scheduled report time for a specific duty period you can be reassigned for duty that is not scheduled to exceed</u> // twelve hours and thirty minutes (12:30) <u>on a duty period by duty period basis</u>. Such reassignment applies to the such period. 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 hours (14:00) from the beginning of the duty period if you are departing any domicile or co-terminal <u>Sections 8.F. [Over-Duty Pay]</u> and <u>8.G. [Fourteen Hour (14:00) Duty...]</u>. This does not apply to bid charters <u>Section 33 [Charters]</u>.

4. May a Flight Attendant be assigned to a different sequence once the requirement of <u>compensatory</u> (double <u>out</u>) 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 legally scheduled positioning flight or at a SIP (<u>Section 8.H. [Compensatory (Double-Out) Rest]</u>). [See also Arbitration #77-97 (Horowitz 8/19/98)]

5. If I am scheduled for ten hours (10:00) but receive less than nine hours <u>and thirty minutes</u> (9:30), release to report, of crew rest at a RON station, how does that affect my next duty period?

Examples:

A Flight Attendant receives less than nine hours <u>and thirty minutes (9:30</u>) from release to report at a RON station. If;

a. The following duty period has a SIP and the sequence terminates that duty period, the Flight Attendant may // be replaced at the SIP and will be paid one times (1.0x) the trip rate for all scheduled flights, or may <u>be required</u> to remain on the sequence and be paid two <u>and one-half</u> times (2.5x) the trip rate <u>for the entire sequence</u> until the Flight Attendant is released into <u>domicile</u> rest. If you <u>are required</u> to remain on the sequence, // Crew Scheduling <u>must contact you</u> at or before check-in <u>of</u> the <u>duty</u> day following the short rest period. <u>Section 8.K. [Reduced RON Rest]</u>

**Example**: Seattle-domiciled Flight Attendant has unscheduled reduced rest in LAX and her/<u>his</u> scheduled sequence is to fly LAX-SEA-GEG-SEA. <u>S/he</u> flies LAX-SEA and // <u>is replaced at the SIP. S/he</u> will be paid for her scheduled duty period at one times  $(1.0\underline{x})$  the trip rate. If the Flight Attendant // is required to remain on the sequence, she will be paid two <u>and one-half</u> times  $(2.5\underline{x})$  the trip rate for // <u>the entire sequence</u>.

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 <u>and one-half</u> times (2.5x) the trip rate <u>for the entire sequence</u> <u>if not released at the SIP by Crew Scheduling</u>.

**Example**: Seattle-domiciled Flight Attendant has unscheduled reduced rest in LAX and flies her/<u>his</u> scheduled sequence LAX-SEA-LAX, goes into rest and flies LAX-GEG-SEA on the third day. The // <u>entire sequence</u> including any surface deadhead will be paid at two <u>and one-half</u> times (2.5x) the trip rate.

c. There is no SIP and the sequence terminates that duty period, the Flight Attendant will receive two <u>and one-half</u> times (2.5x) the trip rate <u>for the entire sequence</u> until <u>s/he</u> receives domicile rest.

//



# 6. Can I waive contractual crew rest limitations?

Yes, // during <u>or after</u> the line-construction process. You <u>may</u> waive the forty-eight hours (<u>48:00</u>) off in seven (7) consecutive day period to twenty-four hours (<u>24:00</u>) in accordance with current CFR's, and Flight Attendants <u>may</u> waive the scheduled domicile rest of eleven <u>hours</u> and thirty <u>minutes</u> (11:<u>30</u>), release to report, down to nine hours (<u>9:00</u>), release to report, in accordance with current CFR's. Flight Attendants may also waive crew rest before or after Recurrent Training per <u>Section 30.A.4.b. [General Training:...]</u>), and they may waive compensatory rest under <u>Section 8.H.2. [Compensatory (Double-Out) Rest]</u> No other rest limitations can be waived. <u>If you waive forty-eight in seven (48/7) during the bidding process, that does not mean you have waived the forty-eight in <u>seven (48/7) provision for the entire bid month.</u></u>

# 7. What is a Base Turn?

A Base Turn is when you pick up a sequence <u>that begins</u> on the same day another sequence terminates at domicile. You must allow a minimum of <u>one hour and forty-five minutes (1:45)</u> block-to-block between <u>the last flight of the</u> <u>previous sequence and the first flight of the subsequent</u> sequence and the total <u>scheduled</u> duty day may not exceed fourteen hours (<u>14:00</u>) in accordance with CFR limitations. <u>Section 8.T.1. [Base Turns]</u>

#### 8. When do I receive over-duty pay?

You will receive over-duty pay <u>for the prorated portion for any flying, including surface deadhead, at two times</u> (2.0<u>x</u>) <u>the trip rate</u> for any flight(<u>s</u>) // <u>flown into or above</u> twelve // <u>hours and thirty minutes</u> (12:30). <u>In no case</u> will you receive less than one (1.0) TFP of over-duty pay paid at premium. If on Reserve, no less than one (1.0) TFP will be paid above the guarantee and no less than one (1.0) TFP will be credited toward guarantee, both at straight time. //

If your duty period was projected to or actually did exceed sixteen hours (<u>16:00</u>), // you will receive over-duty pay for the prorated portion for any flying, including surface deadhead at three times (3.0x) the trip rate for any flight(s) flown into or above twelve hours and thirty minutes (<u>12:30</u>). Section 8.F. [Over-Duty Pay]

#### 9. <u>How am I paid if I pick up a Premium OT sequence or if I am JA'd to a sequence and actual duty</u> <u>exceeds twelve hours and thirty minutes (12:30)?</u>

You will be paid over-duty pay for the prorated portion of any flying, including surface deadhead at two times (2.0x) the trip rate for any flight(s) flown into or above twelve hours and thirty minutes (12:30), and then the applicable Premium OT or JA premium will be added to that rate after subtracting out the base rate at straight time. In no case will you receive less than one (1.0) TFP of over-duty pay paid at two times (2.0x) the trip rate and then the applicable Premium OT or JA premium will be added to that rate after subtracting out the base rate at straight time.

For Premium OT paid at one and one-half times (1.5x) the trip rate:

You will receive applicable pay at two and one-half times (2.5x) the trip rate (2.0x over-duty + 1.5x Premium)OT – 1x straight time = 2.5x). In no case will you receive less than one (1.0) TFP of over-duty and one and one-half times (1.5x) Premium OT paid at two and one-half times (2.5x) the trip rate.

For Premium OT paid at two times (2.0x) the trip rate:

<u>You will receive applicable pay at three times (3.0x) the trip rate (2.0x over-duty + 2.0x Premium OT – 1x straight time = 3.0x). In no case will you receive less than one (1.0) TFP of over-duty and two times (2.0x) Premium OT paid at three times (3.0x) the trip rate.</u>

For JA or Premium OT paid at two and one-half times (2.5x) the trip rate:

You will receive applicable pay at three and one-half times (3.5x) the trip rate (2.0x over-duty + 2.5x)JA/Premium OT – 1x straight time = 3.5x). In no case will you receive less than one (1.0) TFP of over-duty and two and one-half times (2.5x) JA/Premium OT paid at three and one-half times (3.5x) the trip rate.

If you have picked up a Premium OT sequence or if you have been JA'd to a sequence and your duty period exceeds or is projected to exceed sixteen hours (16:00), you will be paid the prorated portion of the TFP value for all flying, including surface deadhead into or above twelve hours and thirty minutes (12:30) at a minimum of three times (3.0x) the trip rate and then the applicable Premium OT or JA premium will be added to that rate after subtracting out the base rate at straight time (Sections 8.F. [Over-Duty Pay], 9.D. [Company's Right to Assign JA] and 9.E. [Premium Open Time]).

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

Yes, once. However, you are not required to be contactable. Section 8.Q. [Contactability...]

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#### 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 <u>C</u>rewmember of your whereabouts so that you may be reached in case of family emergency or a change in schedule. <u>Section 8.Q.</u> [Contactability...]

# 12. If a day in my sequence goes over twelve hours and thirty minutes (12:30) duty and I am returned to my <u>Sequence Home Domicile</u> for a RON, when do I receive compensatory (Double-Out) rest?

If you remain on your sequence, your per diem will continue while at domicile and you will receive compensatory (double-out) rest at the termination of your sequence <u>or APSB assignment</u> //. You will be provided with a hotel at domicile upon request. However, if you are reassigned to a new sequence following the RON at domicile, you will receive your double rest at that time prior to beginning the new sequence <u>or APSB assignment</u>.

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

WARNING - CFRs may not be waived by either the Company or the // Flight Attendant.

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

Duty period limit fourteen hours (14:00) report to release.

Scheduled rest must be nine hours (9:00) release to report.

Rest may be scheduled, or operationally reduced, to eight hours (8:00), if the Flight Attendant is scheduled for a subsequent rest period of at least ten consecutive hours (10:00) within twenty-four hours (24:00) following the commencement of the reduced rest period. Extensions on duty limits can be made when additional <u>Flight Attendants are assigned to the flights contained in that duty period</u>.

Flight Attendants must have twenty-four hours (24:00) free from all duty in any seven (7) consecutive CALENDAR days (24/7).

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 // <u>hours and thirty minutes</u> (11:30) release to report at <u>domicile</u> and ten hours (10:00) release to report at RON stations). Reserves will be assigned after // <u>domicile</u> rest of eleven // <u>hours and thirty minutes</u> (11:30) release to report.

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Flight <u>A</u>ttendants doing sequence trades or pick-ups or other schedule adjustments must allow nine hours (9:00) free and clear for required rest and must allow for twenty-four hours (24:00), from release to report, off in any seven (7) calendar days (24/7).



# A. JUNIOR AVAILABLE (JA) DEFINITION

Junior Available (or Junior Assignment) (JA) -- When a Flight Attendant is required to work on her/his //scheduled day off, or when Crew Scheduling assigns a Flight Attendant any additional flying after a completed scheduled sequence. Such additional flights or sequences must be legally scheduled. A Flight Attendant may be required to remain on duty after being JA'd at the completion of a sequence up to twelve hours and thirty minutes (12:30) for that duty period [See Arbitration number 48-98 (Knowlton 2/23/99)].

# B. INELIGIBLE FOR JA DURING VACATION / LONGEVITY PTO

<u>A Flight Attendant will not be contacted for a JA during her/his vacation/Longevity PTO, including on the last day of her/his vacation/Longevity PTO. A Flight Attendant may not be junior assigned into her/his vacation/Longevity PTO days.</u>

#### C. MEANS OF CONTACT FOR JA

Flight Attendants may be contacted for JA duty by the following methods only and such contact must also be in accordance with Section 8.Q [Contactability...]:

- 1. When contacted in person on Company property or at the airport during scheduled duty on a scheduled day of work except when deplaning exceeds the scheduled domicile debrief period of fifteen minutes (:15) (Section 8.D.3 [Check-in and Debrief]).
- <u>Telephone contact with the Flight Attendant at her/his primary contact number(s) on file with Crew Scheduling</u> between scheduled check-in and domicile release for her/his sequence. Flight Attendants must provide a contact number to Crew Scheduling.

# D. <u>COMPANY'S RIGHT TO ASSIGN JA</u>

The Company <u>will</u> have the right to assign the JA 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. <u>Long Stage Length Duty Period sequences may not be JA'd</u>, <u>unless the sequence is altered to fit within the ten hour and thirty minutes (10:30) maximum duty period provisions. No "JA'ing" will be allowed between domiciles (Section 28.A. [Rules Governing Multiple Domiciles])</u>.

- 1. A Flight Attendant who is // assigned <u>JA and flies</u> will be compensated // as follows:
  - a. // <u>The</u> Flight Attendant <u>who is assigned JA and flies the JA will</u> receive <u>two</u> and one-half times (2.5x) 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 times (1.0<u>x</u>) the trip rate, whichever <u>dollar amount</u> is greater.
  - b. In no event will the Flight Attendant be compensated for fewer TFP(s) than immediately prior to being JA'd
  - c. // The Flight Attendant will be paid the greater <u>dollar amount</u> of what s/he was scheduled to fly or what s/he actually flew including JA premium.
  - d. When a Flight Attendant has been // JA'd at the completion of the Flight Attendant's scheduled sequence // to a RON that results in flying <u>during a duty period commencing</u> on a scheduled day off, the Company will return the Flight Attendant to the domicile on an AAG flight(s) at the earliest possible time, while avoiding flight cancellation due to crew shortage. Compensation will be set at one (1.0) TFP for each four (4) hours calculated from the time the Flight Attendants terminates in the overnight city until <u>fifteen</u> minutes (<u>:15</u>) after the Flight Attendant actually arrives at the domicile. (Over two (2) hours <u>will</u> count as a full four (4) hours; two (2) hours or less will not count). <u>The Flight Attendant will also receive two and one-half times (2.5x)</u> // the trip rate for any flights flown // <u>including surface</u> deadhead // following the completion of the Flight Attendant's originally scheduled sequence until s/he is returned to the domicile //.
  - e. If the Company junior assigns a Flight Attendant out of order, the Flight Attendant who actually flies the JA will be paid <u>two and one-half times (2.5x)</u> the trip rate for the sequence and an additional one-half times (0.5x) the trip rate for the error. The Flight Attendant who should have been junior assigned to the sequence will be pay protected at <u>two and one-half times (2.5x)</u> the trip rate for the sequence. The pay will be in addition to any other applicable premium(<u>s</u>). No other Flight Attendant will be due any compensation.

- f. <u>A Flight Attendant who picks up and flies a JA sequence or portion of a JA sequence will receive two and one-half times (2.5x) the trip rate for all flights flown or scheduled, including surface deadhead, in the sequence or portion of a sequence which originated as a JA sequence.</u>
- g. <u>A Flight Attendant who is on a JA trip that changes when s/he arrives at the airport will be paid two and one-half times (2.5x) the trip rate on all flights flown including surface deadhead in the originally scheduled sequence or in the revised sequence, whichever is greater of the two.</u>
- 2. <u>When Crew Scheduling must junior assign a Flight Attendant for a sequence, the assignment must be given</u> <u>as follows:</u>
  - a. <u>The assignment may be given no earlier than the calendar day prior to the departure of the sequence.</u>
  - b. <u>If the JA is made the day prior to the sequence</u> departure, the monthly seniority list must be used starting with the most junior // available <u>Lineholder on duty</u> // <u>no earlier than midnight (12:00 AM) the day prior</u> 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 <u>available Lineholder on duty</u> based in that domicile // <u>who</u> 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.
  - c. If the JA is made such that the Flight Attendant is given additional flying on the same day that s/he completes a scheduled sequence, it must be legally scheduled (see also 9.A. [Junior Available...], above). The monthly seniority list must be used starting with the most junior available Lineholder on duty that day. If there is no such Flight Attendant available, scheduling will start over, contacting the most junior available Lineholder on duty 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.
  - d. <u>A Flight Attendant awarded a reserve line cannot be JA'd (Section 11.B.6. [Reserve: General])</u>. However, when a Reserve picks up a sequence on day(s) off s/he will be considered a Lineholder for the purposes of this provision and may be JA'd at the completion of the sequence provided that the JA assignment releases by midnight (12:00 AM) of that day and is made part of the same duty period. 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.
  - e. <u>A Flight Attendant who is working a JA sequence is not eligible to be JA'd again until after check-in of her/his subsequent sequence (the one following the JA).</u>
  - f. <u>A Flight Attendant is ineligible to be assigned JA on day(s) on which s/he has given-away or traded</u> sequences from her/his original line provided that no additional flying is picked up or traded and placed on those same day(s).
    - 1. Example a: A Flight Attendant has a 3-day sequence on days 1,2,3. S/he drops the 3-day sequence and picks up, or trades into, a 2-day sequence on days 1 and 2. S/he is ineligible to be assigned JA for day 3.
    - 2. Example b: A Flight Attendant has 2 touching 2-day sequences on days 1,2,3,4. S/he drops the second 2-day sequence on days 3 and 4 and picks up or trades into a turn on day 4. S/he is ineligible to be assigned JA for day 3, but is eligible to be assigned JA for day 5.
  - g. A Flight Attendant who has been JA'd may immediately post for trade or give-away the entire JA sequence or legally SIP'd portion of such sequence to the real-time electronic trip trading system. A JA sequence or portion of a JA sequence may also be traded or given-away as a Jet Bridge Trade. The JA premium will follow a traded JA sequence or portion of a JA sequence pursuant to 9.D.1.a., above. JA'd sequences cannot be dropped into or traded with Open Time.
  - h. When a Flight Attendant receives a JA assignment, Crew Scheduling will record the Flight Attendant's preference to accept a release without pay protection of the JA assignment if the operation supports such scheduling adjustment. The sequence or portion of a sequence may not be assigned by Crew Scheduling to another Flight Attendant as a JA assignment. If Crew Scheduling releases a Flight Attendant from a JA assignment, it must be done in seniority order of those who have been JA'd for that day and who have preferenced to be released. Crew Scheduling will contact the Flight Attendant on the primary contact number on file with Crew Scheduling and leave a voicemail if necessary notifying that the sequence has been removed based on her/his preference. Such removal will not be made within four (4) hours of scheduled departure. A Flight Attendant may change her/his preference by contacting Crew Scheduling prior to the JA assignment being removed from her/his line.

- 3. For the purposes of generating the JA assignment list, a Lineholder, or a Reserve who has picked up a sequence on a day off, will be considered "on duty" after scheduled check-in at domicile, while on a layover, and up to release at domicile.
- 4. <u>If the JA assignment will cause the Flight Attendant to go below twelve (12) minimum days off, or will not provide forty-eight (48) hours rest within seven (7) days, Crew Scheduling must inform the Flight Attendant and s/he may decline the assignment. If accepted, all pay provisions will apply to the JA assignment.</u>
- 5. When a Flight Attendant is // <u>assigned a JA sequence</u> // and s/he reports s/he and/or her/his child or <u>qualified family member</u> is sick at that time, such Flight Attendant will not be charged with a sick day, but s/he may be required to produce verification of her/his <u>own, her/his child's or qualified family member's illness</u>. 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 32 [Attendance Policy]</u>.
- 6. <u>The Company will provide a list of Flight Attendants junior assigned and those who were legal and available</u> <u>for those assignments to the Association upon request.</u>
- 7. No JA'ing will be allowed between domiciles.
- 8. <u>The Manager of Inflight Crew Scheduling, or designee, will confer with the Association Scheduling Chairperson,</u> or designee, prior to JA'ing.
- E. PREMIUM OPEN TIME

<u>Crew Scheduling may declare periods of premium pay for OT and designate individual sequences as premium pay</u> sequences. Once posted, it may not be revoked. However, if the sequence is assigned to a Reserve, the premium will not apply.

- 1. <u>The Company will publish notification of Premium OT on the Flight Attendant webpage.</u>
- 2. <u>A Flight Attendant who picks up Premium OT will receive a minimum premium of one and one-half times</u> (1.5x) the applicable rate of pay.
- 3. Premium OT trips may be given away to or traded with another Flight Attendant or dropped into or traded with Open Time; however, the premium pay will not follow the sequence. The Premium OT sequence will be converted to a regular sequence upon being given away or traded and will be paid at straight time if flown. The same sequence may be converted back to Premium OT only if Crew Scheduling once again designates the sequence as Premium OT while the sequence is in Open Time.
- 4. <u>A Flight Attendant who is on a Premium OT trip that changes when s/he arrives at the airport will be guaranteed no less than the number of TFP originally scheduled. S/he will be paid the premium attached to the originally-scheduled Premium OT sequence and paid that rate on all flights flown including surface deadhead in the revised sequence. If the revised sequence is worth less TFP than the originally scheduled Premium OT sequence, the Flight Attendant will also be compensated the TFP value of the difference between the two paid at straight time.</u>



# 1. What is "Junior Availability"?

Junior Available (JA) occurs when a Flight Attendant is required to work on scheduled day(s) <u>off</u> or when Crew Scheduling assigns additional flying after a completed sequence. The Company <u>may</u> assign flights or sequences not filled by the reserve pool. A Flight Attendant who is JA'd <u>will</u> be compensated // as follows. <u>Section 9.D.1</u>. [Company's Right to Assign JA]

PAY: The greater of the following:

- a. <u>Two and one-half times (2.5x)</u> the trip rate for all flights flown or scheduled, including surface deadhead, as JA.
- b. One times (1.0x) the trip rate for all flights lost, including surface deadhead, due to JA.

||

2. What if I am // JA'd after the completion of my sequence to a RON that results in my flying on a scheduled day off?

//

- a. The Company must return you to home domicile at the earliest possible time.
- b. You are compensated at one (1.0) TFP for each four hours (4:00) computed as follows:

Starting from the time you terminate at the RON city until <u>fifteen</u> minutes (:15) after block-in at domicile.

- 1. Over two hours (2:01 or more) will count as four (4) hours
- 2. <u>T</u>wo hours (2:00) or less will not count

# and

c. You // will be compensated // as follows:

<u>Two and one-half</u> times (2.5x) the trip rate for all flights flown or scheduled <u>including surface deadhead</u> following the <u>completion of your scheduled sequence and until you are returned to the Sequence Home</u> <u>Domicile</u>. //

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

JA flying occurs on days you are scheduled to be off // or after the completion of a scheduled sequence. Any other <u>re</u>assignments occur on days you are already scheduled to fly, although <u>due to irregular operations</u> they may carry into days you were scheduled to be off. <u>Sections 9.A. [Junior Available...]</u> and // <u>10.R. [Reassignments]</u>

# 4. How am I paid if I am JA'd?

JA Example

If you are given an assignment as a JA, you will be compensated  $// \underline{two}$  and one-half times ( $\underline{2.5x}$ ) the trip rate for all flights flown or scheduled as a JA, including surface deadhead, or at one times ( $1.0\underline{x}$ ) the trip rate for flights from which you were pulled //, 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 // you // fly the following JA // sequence.

FLT NBR	RS CD	ORG	DST	1.0 TRIP	DPM MIN	1.5 TRIP	2. <u>5</u> TRIP	<u>3.0</u> TRIP	<u>adpg</u> Min
			_	INIF	MITIN	INIF	<u>2.1</u>	INIF	<u>1*1111</u>
421	J5	SJC					2.1		<u>0.8</u>

In the example noted above, you will be paid <u>four and two-tenths</u> (4.2) TFP at <u>two</u> and one-half times (<u>2</u>.5<u>x</u>) times your normal step rate <u>and 0.8 TFP for the Average Duty Period Guarantee (ADPG) at your normal step rate</u>. //

If you had been pulled from a scheduled sequence worth eight (8.0) TFP to fly the example noted above, you would be paid the greater <u>dollar value</u> of your scheduled flying or the JA flying //.

So, in this situation, you would be paid the value of your // <u>JA flying</u> // <u>even though it is less TFP</u> because it is // <u>worth more</u> than the value of the // <u>original scheduled flying</u> you // <u>would have flown at straight time</u>.

If you had been // JA'd at the end of your scheduled sequence // to a RON that results in flying on a scheduled day off, the Company will return you to // <u>Sequence Home Domicile</u> on an AAG flight(s) at the earliest possible



time, while avoiding flight cancellation due to crew shortage. You will be paid one (1.0) TFP for each four (4) hours from the time you arrive in the overnight city until <u>fifteen</u> minutes (:15) after you arrive at your // <u>Sequence Home</u> <u>Domicile</u> in addition to the // <u>two</u> and one-half times // (2.5x) trip rate for any flights flown (including surface deadhead) // <u>during the duty period</u> following the unscheduled RON as follows: (over two hours (2:01 or greater) will count as a full four hours (4:00); two hours (2:00) or less will not count).

#### EXAMPLE as shown on a pay detail:

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

	FLT	-				1.0		1.5			<u>ADPG</u>
	NBR	CD	ORG		DST	TRIP	MIN	TRIP	TRIP	TRIP	MIN
Day 1	505		LAX	-	PDX	2.5	1.5				
Day 2	538		PDX	-	LAX	2.5	1.5				<u>2.0</u>

//Between hard time, the Duty Period Minimum (DPM), and the <u>Average Duty Period Guarantee (ADPG), the</u> sequence pays ten (10.0) 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	DPM	1.5	2. <u>5</u>	<u>3.0</u>	<u>ADPG</u>
	NBR	CD	ORG		DST	TRIP	MIN	TRIP	TRIP	TRIP	MIN
Day 1	505		LAX	-	PDX	2.5	1.5				
Day 2	538		PDX	-	LAX	2.5					
	091	J5	LAX	-	SEA				<u>2.8</u>		
Day 3	592	J5	SEA	-	LAX		1.2		2.8		<u>1.7</u>

Pay for the reassigned sequence would be as follows:

5.0 TFP at one times (1.0x) rate

2.7 TFP for Duty Period Minimum (DPM)

5.6 TFP at two and one-half times (2.5x) rate for JA

1.7 TFP for Average Duty Period Guarantee (ADPG)

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

You would <u>also</u> receive three (3.0) TFP <u>Stranded Pay (SR)</u> per <u>Section 9.D.1.c. [Company's Right to Assign JA]</u> for the unscheduled RON of twelve hours (12:00) from block-in at SEA to <u>fifteen</u> minutes (:15) after block-in at LAX.

# 5. May I pick up Premium OT on vacation?

Yes.

# 6. <u>May I pick up Premium OT</u> in a domicile other than my own?

Yes. Each <u>Premium OT</u> sequence will count as one (1) of your monthly limit of two (2) out of domicile pick-ups.

# 7. Are Reserves assigned sequences prior to Crew Scheduling offering Premium OT?

This is subject to Crew Scheduling's discretion //.

# 8. How will I be paid if picked up a Premium OT sequence or I am JA'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 scheduled. You will be paid <u>the premium attached to your Premium OT sequence which will be no less</u> than one and one-half times (1.5x) the trip rate for all flights flown including surface deadhead, and brought up to the TFP value of the original assignment at straight time //, and // <u>two</u> and one-half times (2.5x) the trip rate for all flights flown or scheduled if you have been JA'd.



Examp

	<u>Pren</u>	<u>nium O</u>	<u>T (1.5</u> )	<u>k):</u> Ori	iginal Seo	quence:	99 204	SEA ANC	-	ANC SEA	4.0 4.0	
	Chan	ged wł	nen you	ı arriv	red at air	310 113	sea San	-	SAN SEA	3.0 3.0		
ple, as show	vn on pa	ay deta	ail:									
FL	T R	RS				1.0	4	1.	5	2. <u>5</u>	3.0	TRIP
NB	R C	D	ORG		DST	TRIP	MIN	TR	IP	TRIP	TRIP	GRNTE
31	0 J	15	SEA	-	SAN			3.	0			
11	3 J	15	SAN	-	SEA			30	)			2.0

Eight (8.0) TFP total, of which six (6.0) TFP will be paid at one and one-half times (1.5x) the trip rate and two (2.0) TFP at straight time.

If you were JA'd you will receive <u>two and one-half times (2.5x) pay on the eight (8.0) TFP in the originally scheduled</u> sequence because it is worth more TFP than the revised sequence.

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

If you are JA'd to a charter sequence, you will be paid <u>two</u> and one-half times ( $\underline{2}.5\underline{x}$ ) times the trip rate for all flights other than the charter segment, and three and one-half times ( $\underline{3.5\underline{x}}$ ) the trip rate for the charter segment. <u>Section 33.C.3. [Charter Compensation]</u>

EXAMPLE, as shown on pay detail:

You are Junior Assigned to fly the following charter sequence (7505 is the charter segment):

FLT	RS				1.0	4	1.5	2.0	<u>2.5</u>	3.5
NBR	CD	ORG		DST	TRIP	MIN	TRIP	TRIP	TRIP	TRIP
7505		LAX	-	PDX						2.5
538	(DH)	PDX	-	LAX					2.5	0. <u>8</u>

Pay for the Junior Assigned charter sequence would be as follows:

2.5 TFP at three and one-half times (3.5x) the rate.

2.5 TFP at two and one-half times (2.5x) the rate.



#### A. <u>PREFERENTIAL BIDDING SYSTEM (PBS)</u>

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 <u>PBS</u> // agreed to by the parties unless an alternative method has been approved by the Company and the Association. <u>A method of</u> // alternative bidding will be made available to Flight Attendants in the event of a system failure.
- <u>A Standing Joint PBS Committee will be composed of three (3) members from the Company and three (3) members from the Association, in addition to the Association Scheduling Chair</u>. The Association members will have continuing PBS involvement in conjunction with the Scheduling Committee.
- 3. The Joint PBS Committee will oversee PBS implementation, development and administration of any PBS. 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).
- 4. <u>The Company will pay all flight pay loss for the Association's PBS committee members at the rates provided</u> in Section 27.P.1.e. [Company Business...].
- 5. <u>The bidding interface will be accessible to Flight Attendants both inside and outside the Company's network</u> (home computer via internet).
- 6. The Company will bear all expenses related to the initial startup and subsequent "debugging" of PBS, including but not limited to, software development, add-on/upgrades, all post-installation software modification, 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 mutually agreed to by both the Company and the Association.
  - a. <u>The Company will not be required to supply Flight Attendants with personal computers or internet access</u> <u>away from work.</u>
  - b. <u>The Company will make every effort to ensure that the PBS can operate on the most-used browsers or</u> <u>applicable systems.</u>
- 7. The Joint PBS Committee will develop all required PBS procedure manuals and training programs and oversee Flight Attendant training. During any training period, a parallel bidding procedure will be made available to Flight Attendants for familiarization purposes prior to any new PBS system going on line. During the training months, in addition to the Association members of the Joint PBS Committee, there will be Association appointed Trainers in each domicile (and co-terminal). The Company will bear all costs of training including flight pay loss for the Association members of the Joint PBS Committee and the Association domicile Trainers. Trainers will be available at a minimum of once per calendar quarter to help Flight Attendants to bid and to understand their award for the first calendar year after a new system is implemented.
- 8. <u>No part of the PBS software or equipment will be substituted, altered or modified without the prior written</u> <u>consent of the Association.</u>
- B. <u>LINE OF TIME / LINE AVERAGES</u>

A bid line will be a monthly line composed entirely of published sequences with a monthly schedule of no more than <u>ten</u> (10.0) TFP above or below the monthly bid line average in the domicile. Each domicile's line average will not go below seventy-<u>five</u> (75.0) TFP nor above eighty-five (85.0) TFP. A Flight Attendant will bid in her/his domicile.

C. CONTRACTUAL LIMITS APPLY IN PBS

All contractual limitations on the construction of bid lines <u>will</u> remain in effect.



#### D. METHOD OF AWARDING LINES

- Lines will be constructed preferentially, in order of seniority, one Flight Attendant at a time, with the Flight Attendant holding as many sequences available <u>within her/his domicile</u> 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. <u>Reserve lines will be constructed using a methodology that respects seniority in a similar manner as regular lines. A Flight Attendant on a voluntary temporary base trade (swap) will bid at her/his own system seniority (Section 28.A. [Rules Governing Multiple Domiciles]).
  </u>
- 2. All monthly lines, including reserve lines in this process, will 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 will be in accordance with the bid preferences of the Flight Attendant and forced in inverse order of seniority. Bid preferences, which are denied in order to ensure adequate daily work coverage, will deviate from seniority order only due to unavoidable limitations of the PBS algorithm.
- 3. <u>If a Flight Attendant has a reserve day at the end of a bid month, the domicile rest requirement in Section</u> <u>8.M. [Domicile Rest] does not apply for the purposes of line construction between the last day of the prior bid</u> <u>month and the first day of the new bid month when awarding reserve days in the new bid month.</u>
- E. LINE CONSTRUCTION AND OPERATIONAL IMPACT
  - 1. Lineholder/Reserve Minimum Days Off

All Flight Attendants will be guaranteed a minimum of twelve (12) days off per month. Reserves will be guaranteed a minimum of thirteen (13) days off in a <u>thirty-one</u> (31) day month. Recurrent Training is not considered one of a Flight Attendant's minimum days off <u>(Section 30.A. [General Training...])</u>. The number of days off per month will be reduced by <u>four-tenths</u> (0.4) day(s) for each day of a planned absence, <u>rounded to the nearest whole number</u>, excluding Recurrent Training and month-end carry-in flying. (See chart in <u>Addendum to Section 10 #14</u>.)

- a. When a duty period carries into a day off by fifteen minutes (:15) or more as a result of operations, the Lineholder will be paid four (4.0) TFP in addition to all other compensation, provided that the Lineholder's schedule for the month contains no more than her/his minimum twelve (12) scheduled days off, as applicable at the time of the sequence that carries the Lineholder into a day off.
- b. When a duty period carries into a day off as a result of operations by fifteen minutes (:15) or more, the Reserve will be paid four (4.0) TFP above her/his guarantee //, provided that the Reserve's schedule for the month contains no more than her/his minimum scheduled days off twelve (12) or thirteen (13) days off, as applicable at the time of the assignment that carries the Reserve into a day off. Also see Section 11.B.4. [Reserve: General].
- 2. A bid line will contain no reserve days and a reserve line will contain only reserve days and days off.
- 3. 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 <u>unless</u> waived by the Flight Attendant, in which case s/he may be awarded sequences that depart from any combination of LAX and any co-terminals.
- 5. All known flying, including <u>scheduled and confirmed 14 CFR part 121</u> charters, will be placed in the PBS program for bid. <u>A Flight Attendant will be awarded a Charter in PBS only if s/he has preferenced for such flying.</u>
- 6. <u>A Flight Attendant will be awarded a Long Stage Length Duty Period in PBS only if s/he has preferenced for such flying.</u>
- F. PLANNED ABSENCES / CARRY-IN

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

1. 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.



- 2. 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 credit value applied towards a Flight Attendant's line credit:
  - a. <u>Recurrent Training</u>: <u>zero</u> (0); <u>any other Company-required training at the value stated in Section 30.C.3.</u> [Training Pay].
  - b. Vacation: <u>four</u> (4.0) TFP per day;
  - c. Leaves: two and eight-tenths (2.8) TFP per day (pay, if applicable, will be based upon the type of leave).
- G. PRORATED LINES DURING MONTH WITH LEAVE OF ABSENCE

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 s/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). (See E.1. [Line Construction...], above, and Addendum to Section 10 #14.)

H. FLIGHT ATTENDANTS ON NO-BID STATUS

Flight Attendants on a no-bid status but otherwise eligible to bid will be scheduled outside of the PBS system (e.g. Trainers).

I. BIDDING WHILE WITHHELD FROM SERVICE

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 <u>Section</u>.

- J. BID PACKETS AND BIDDING TIMELINES
  - 1. Bid <u>packets</u> 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 <u>packet</u> distribution. One hard copy of the bid <u>packet</u> will be available at each domicile or co-terminal.
  - 2. Bid <u>packets will</u> contain all of the sequence information for all of the scheduled sequences in a given domicile and its co-terminals. Each domicile's bid <u>packet will</u> 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 a line can be built to in the domicile and the training dates and locations for the domicile for the following month.
  - Bid <u>packets</u> will be made available to all Flight Attendants at each domicile on or before 9:00 AM <u>PT</u> on or before the fifth (5<sup>th</sup>) of the month prior to the bid period. In the event of a major, previously unknown airline schedule change, after sequences are constructed, the Company and the Association may agree to modify the Bid Timeline as appropriate.
  - 4. A Flight Attendant must submit her/his bid by 9:00 AM PT on the tenth (10<sup>th</sup>) of the month prior to the bid period.
  - 5. Should there be a "system failure" at a domicile or co-terminal, the Company will extend the acceptance of bids by twenty-four (24) hours at the affected domicile or by as long as the system failure exists, whichever is longer. The Company will determine when a "system failure" exists. A "system failure" may include 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."
  - 6. The system will allow a Flight Attendant to revise her/his bid. The last bid submitted will be honored.
  - 7. The PBS System will generate, track and provide each Flight Attendant a bid confirmation for each bid supplied by the Flight Attendant.
  - 8. The bid award for lines of time will be made available to all Flight Attendants by 9:00 AM PT on or before the thirteenth (13<sup>th</sup>) of the month prior to the bid period, but as soon as possible.
  - 9. Bid Lines are final as of 9:00 AM PT on the fourteenth (14<sup>th</sup>) of the month prior to the bid period.



### K. STANDING (DEFAULT) BID

- 1. 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. //
- 2. If <u>the Flight Attendant fails to make a bid and</u> no standing bid exists, // <u>the PBS will default to "award pairings"</u> <u>and build a regular line for the Flight Attendant if her/his seniority would otherwise allow her/him to hold a regular line or a reserve line if her/his seniority would require her/him to hold a reserve line.</u>
- L. BID AWARDS, BID PROTEST AND BID RE-AWARDS
  - 1. 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.
  - Any Flight Attendant who has an inquiry or believes s/he may have received an incorrect bid award on her/his award will notify Crew Planning prior to 9:00 AM PT on the fourteenth (14<sup>th</sup>) of the month prior to the bid period.
  - 3. Crew Planning will 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.
  - 4. 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.
  - 5. 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.
  - 6. <u>Bid Results: Domicile line awards and coverage reports (or similar) will be published and made available to</u> <u>Flight Attendants electronically.</u>

#### M. PBS BID LINE OPTIONS / PREFERENCES

- 1. Types of bid requests:
  - a. Global -- A bid request that sets overall guidelines for the bidder's schedule.
  - b. Prefer Off -- A bid request used to request dates or days off during the month.
  - c. 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.
  - f. <u>Set Condition -- A bid request that is used to define conditions and/or preferences specific to maximum</u> thresholds of TFP, Days On/Off and Domicile Layovers.
  - g. <u>Waive -- A bid request that provides a waiver of specific contractual provisions.</u>
- 2. Specific agreed upon bid line request choices <u>or instructions</u> (the terminology in PBS may differ):
  - a. <u>All Aircraft Type</u>
  - b. Any Aircraft Type
  - c. <u>Arctic Number</u>
  - d. Average daily TFP
  - e. <u>Buddy Bidding</u>
  - f. <u>Charter</u>
  - g. <u>Deadhead Legs</u>
  - h. Depart On Day Of Week
  - i. <u>Depart On Time Range</u>
  - j. Departing On Dates
  - k. Duty Duration
  - I. Duty Legs
  - m. Duty On Day Of Week/ Duty On Date List/ Duty On Date Range/ Duty On Time
  - n. Enroute Check-In Time
  - o. Enroute Check-Out Time
  - p. <u>Flight Number</u>
- q. <u>Followed By</u>



- r. <u>Landings In</u>
- s. Layover Starting At (time)
- t. Layover Stations/ Layover Duration/ Layover On (specific dates)
- u. <u>Limit</u>
- v. Long Stage Length Duty Period
- w. Long Stage Length Duty Period Redeve
- x. Maximum Legs per Duty Day
- y. Maximum Schedule
- z. Minimum Days Off/Maximum Days On (Pattern)
- aa. Minimum Domicile Rest
- bb. Pairing Check-In Station
- cc. <u>Pairing Check-In Time</u>
- dd. Pairing Check-Out Time
- ee. Pairing Length
- ff. Pairing Number
- gg. Pairing Total Credit
- hh. <u>Position</u>
- ii. <u>Prefer Off</u>
- jj. <u>Redeyes</u>
- kk. Reserve
- II. RON Check-in Time
- mm. <u>RON Release Time</u>
- nn. <u>Sit Length</u>
- oo. <u>TAFB</u>
- pp. <u>Time Off Before and/or After Sequence</u>
- qq. Waiver of prohibition of two (2) sequences in one (1) calendar day
- 3. // Preferences and/or avoidances may be conditioned on other preferences and/or avoidances.
- 4. Specifically agreed upon reserve bid request choices (blocks of reserve days will be pre-built, just as sequences are pre-built):
  - a. AM, PM //
  - b. Days on and off
  - c. Length of block
  - d. Month end carry-over
  - e. Forty Eight in Seven (48/7) waiver

# N. ADDITIONAL BID PREFERENCES

// Up to two additional preferences may be added each calendar year, and said preferences will not be unreasonably denied.

# 0. BID POSITIONS AND ASSOCIATED RESPONSIBILITIES

All Flight Attendants will bid for positions flown on aircraft.

- 1. The "A" Flight Attendant will be primarily responsible for the first class cabin, the first class galley, first class liquor and associated paperwork, and will perform duties as outlined in the Flight Attendant Manual (FAM).
- 2. The "B" & "C" Flight Attendants will be primarily responsible for the main cabin. They will share responsibility for the main cabin galley and share responsibility for the main cabin liquor and associated paperwork, and will perform duties as outlined in the FAM.
- Additional Flight Attendants (e.g. "D," "E" and/or "<u>F</u>"), when assigned, will perform duties as outlined in the <u>FAM</u>.
- 4. By mutual agreement Flight Attendants may trade service positions but must sit and perform their assigned or awarded safety positions and duties. However, Flight Attendants may trade safety positions on a sequence by sequence basis and the new positions must be reflected on the sequence. A Flight Attendant may not be displaced from her/his safety or service position by another Flight Attendant. For two (2) or more Reserves called out for the same sequence, see Section 11.E.12. [Order of Assignment].



### P. BUDDY BIDDING

Flight Attendants may buddy bid (// two (2) Flight Attendants flying a sequence(s) together). 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 // each Flight Attendant's individual seniority.

### Q. LOW-BID OPTION

At the Company's discretion, it may offer a low-bid option under the following conditions:

- Bid packets will reflect the number of available low-bid options that would allow a Flight Attendant to bid a line between five (5.0) TFP // under and <u>five (5.0) TFP over</u> one-half <u>(1/2)</u> of the line average in the domicile <u>for that month</u>.
- // <u>The Company will</u> specify <u>by domicile</u> the number of Flight Attendants who will be able to hold that option and conduct a bid, based upon seniority, by the <u>fifth</u> (5<sup>th</sup>) of the month prior.
- Flight Attendants awarded the low-bid option will // <u>be advised of</u> their status prior to the PBS bid process. They will bid in the PBS, and their lines will be built to between <u>five (5.0) TFP // under and five (5.0) TFP over</u> one-half (<u>1/2</u>) of the <u>line average in</u> // the domicile for that month.
- 4. A Flight Attendant may not bid for a low-bid option until s/he is off probation.
- 5. A Flight Attendant who is awarded a low-bid option will continue to receive all Company benefits, if otherwise eligible.

## R. <u>REASSIGNMENTS</u>

For determining <u>a Like</u> Sequence in a <u>reassignment Crew</u> Scheduling will first consider sequences with an equal number of days, then sequences with fewer days.

1. // General Reassignments

<u>A Flight Attendant may be reassigned prior to actual departure of the first leg of her/his sequence to a Like</u> Sequence. The restrictions of DD.11.a. [Long Stage Length...], below, and Sections 33.A.7.d. and 33.A.8. [Charter Bids] apply.

- a. The vacancy will first be offered in seniority order to any <u>Flight Attendant(s)</u> on a sequence with greater than minimum staffing; then assigned to the most junior Flight Attendant(s) amongst the crews with greater than minimum staffing.
- b. <u>If there is no Flight Attendant(s) on a sequence with greater than the minimum staffing, the vacancy will be first offered to a Flight Attendant(s) of a crew with minimum staffing in order of seniority.</u> If the vacancy is not accepted, the Company will assign the vacancy to the most junior Flight Attendant(s) <u>of a crew with minimum staffing</u>.
- c. If a sequence is scheduled to have or actually has greater than minimum staffing, sufficient Flight Attendants may be released from scheduling obligation to reduce staffing on the sequence to minimum crew. Greater than minimum Staffing resulting from a Crew Scheduling trading error will be resolved pursuant to Section 12.J. [Crew Scheduling Trading Errors]. Otherwise, such release will be administered as follows:
  - 1. <u>Must be at the mutual agreement of Crew Scheduling and the Flight Attendant(s);</u>
  - 2. <u>Cannot occur earlier than 6:00 PM Pacific Time the day prior to but no later than scheduled check-in of the sequence;</u>
  - Will be offered in seniority order to Flight Attendants on the sequence who are not on reserve the day of operation of the sequence, and if the affected Flight Attendant(s) is not in contact with Crew Scheduling prior to check-in, such Flight Attendant(s) will be required to check-in as originally scheduled; and
  - 4. <u>Any Flight Attendant(s) granted release under this provision will be pay protected pursuant to Section</u> 21.M. [Pay Protection].



2. <u>Reassignments at check-in involving more than one crew</u>

When two or more crews, upon check-in at domicile, learn that flights have been cancelled // resulting in two (2) or more crews available to fly // and the Company has created a sequence(s) that does not require the full complement of Flight Attendants, // 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.

- 3. Reassignments away from domicile
  - a. <u>Reassignments after departure:</u> If a vacancy(s) occurs on another sequence after the first flight of a sequence has departed, Crew Scheduling will offer the vacancy(s) to the crew in seniority order and will assign it in reverse order of seniority. When two or more partial or full crews are available, Crew Scheduling will decide whether or not to combine the crews in order to determine reassignment under this provision.
  - b. <u>Reassignments on a layover: If a vacancy(s) occurs on a sequence during a layover, Crew Scheduling will attempt to contact the crew to offer the vacancy(s) in seniority order; however, failing to reach the crew in seniority order, the Crew Scheduler may assign the vacancy(s) to the first crewmember(s) reached. By mutual agreement between the Flight Attendants, the assigned vacancy(s) may be given and voluntarily accepted by another Flight Attendant(s) on the crew.</u>
- 4. <u>Reassignments away from domicile involving the entire crew</u>

All reassignments that require an entire crew but do not meet the requirements of R.1., above, will be made based upon availability and legality of the crews.

- 5. Pay for Reassignments
  - a. A Flight Attendant <u>who has been reassigned</u> will be paid for her/his actual or scheduled flying, including surface deadhead, whichever is greater. <u>For the purposes of this provision, "scheduled flying" is the sequence on the Flight Attendant's line prior to any scheduling adjustment(s) (such as under Sections 10.R. [Reassignments], 10.S. [Pre-cancellations] and/or 16.L. [Calling in Well], etc.). See also Section 21.M. [Pay Protection].</u>
  - b. If the // reassignment results in the Flight Attendant flying, including surface deadhead, more than scheduled, the flying above schedule will be paid at one and one-half times (1.5<u>x</u>) the trip rate <u>based on</u> <u>a day-for-day comparison</u>. If a duty period crosses midnight such duty period will be credited in the day in which the duty period starts for the purposes of this provision.
  - c. The Company will not include any TFP added <u>as Minimum Pay Rules and/or Sit Pay</u> // when <u>comparing</u> <u>sequences in order to calculate</u> // the pay for a // reassignment in accordance with <u>10.R.</u>, above. //
  - d. If the Flight Attendant is given an assignment which returns her/him back to domicile more than four hours (4:00) past the release time on the last day of the original sequence, the prorated portion for any flying, including the surface deadhead, into or above the four hours (4:00) maximum will be paid at one and one-half times (1.5x) the trip rate. In no case will the Flight Attendant receive less than one (1.0) TFP paid at premium.
  - e. If the assignment given contains four (4) or more legs than the original assignment on a day-for-day comparison, the Flight Attendant will be paid at one and one-half times (1.5x) for the TFP value of the legs worked in excess of three (3) including surface deadhead. Such Flight Attendant will be entitled to four (4.0) TFP in addition to all other compensation. In no case will the Flight Attendant receive less than one (1.0) TFP paid at premium.
  - f. If both premium pay provisions apply (hours versus legs in 5.d. or 5.e., above), the Flight Attendant will receive the greater of the two. These two provisions will not pyramid.
  - g. Like Sequence does not apply to 10.S. [Pre-Cancellations].
  - h. <u>A Reassignment occurs on scheduled days of work up to the completion of a scheduled sequence.</u>



## 6. Lineholder Responsibility After Completion of Reassignment

Once a <u>Lineholder</u> is reassigned <u>pursuant to this</u> <u>Section</u> and completes the <u>reassignment</u>, such Flight Attendant will not be responsible for any other schedule<u>d</u> or unscheduled sequence if the Flight Attendant has flown flights equal to or greater than the Flight Attendant's original assignment. //

7. Unscheduled Overnights

Unscheduled overnights on scheduled days of work are covered under Section 21.N. [Stranded Pay]. Unscheduled overnights are covered under Section 9.D.1.d. [Company's Right to Assign JA] if the Flight Attendant is JA'd at the completion of a scheduled sequence to a RON that results in flying during a duty period commencing on a scheduled day off. A stranding leading to a RON that results in flying during a duty period commencing on a scheduled day off is covered under Sections 9.D.1.d. [Company's Right to Assign JA] and 21.N.4. [Stranded Pay].

### S. <u>PRE-</u>CANCELLATIONS

- 1. Notification
  - 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 <u>the Director of System Operations</u> (DSO). Once the cancellation is confirmed, the Company will notify the Flight Attendant in the same manner as for any other cancellation.
  - c. If a cancellation occurs between 8:00 PM and 11:59 PM (local domicile time) the day prior, a Flight Attendant will be pay protected for the cancelled sequence if all flights in the sequence have been cancelled. If live flights still exist in a Flight Attendant's sequence, Crew Scheduling may offer an alternate assignment that operates within the check-in and release times at Sequence Home Domicile of the flight(s) cancelled from the Flight Attendant's line of time. If contact is made and no such sequence is available at the time of initial contact between Crew Scheduling and the Flight Attendant, the Flight Attendant will report at the time originally scheduled. The Flight Attendant's schedule will reflect a scheduling obligation unless Crew Scheduling subsequently contacts the Flight Attendant with further changes to her/his schedule that affect such obligation.
- 2. <u>Alternate Assignment Options</u>

When Crew Scheduling makes contact with the Flight Attendant regarding the cancellation(s), <u>prior to 8:00</u> <u>PM the day prior to scheduled report</u>, the Company may offer the Flight Attendant an alternate assignment to open positions that may include multiple sequences on the same day<u>(s)</u> 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 (2) hours earlier and/or a release time that is more than two (2) 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 6:00 PM and 8:00 PM (local domicile time) on the night before the first (1st) day of the flights cancelled from the Flight Attendant's line of time to receive an alternate assignment.
  - 1. 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.
  - 2. If no such assignment is available at that time, the Flight Attendant will be pay protected under <u>Section 21.M. [Pay Protection...]</u> and will be relieved from further obligation on the days of the flights cancelled from the Flight Attendant's line of time.



3. 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 <u>Section 21.M. [Pay Protection...]</u> and, at the Flight Attendant's request, provide surface deadhead transportation to and from the terminal of the reassigned flight <u>pursuant to Section 8.O. [Deadhead Duty Applications...]</u>.

#### 3. <u>If No Alternate Assignment is Offered at the Time of Notification.</u>

The Flight Attendant may:

- a. Waive pay protection and be relieved of any further obligation; or
- b. Agree to contact Crew Scheduling between 6:00 PM and 8:00 PM (local domicile time) on the night before the first day of the flights cancelled from the Flight Attendant's line of time to receive an alternate assignment.
  - 1. 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.
  - 2. If no such assignment is available at that time, the Flight Attendant will be pay protected under <u>Section 21.M. [Pay Protection...]</u> and will be relieved from further obligation on the days of the flights cancelled from the Flight Attendant's line of time.
  - 3. 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 <u>Section 21.M. [Pay Protection...]</u> and, at the Flight Attendant's request, provide surface deadhead transportation to and from the terminal of the reassigned flight <u>pursuant to Section 8.O. [Deadhead Duty Applications...]</u>.
- 4. A Flight Attendant who has agreed to contact Crew Scheduling as set forth in <u>S.2.c.</u> or <u>S.3.b.</u>, <u>above</u>, may be removed from the obligation by calling Crew Scheduling no later than <u>11:59 PM (local domicile time)</u> 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.
- 5. Under the provisions of <u>S.2.c.</u> or <u>S.3.b.</u>, <u>above</u>, the Flight Attendant will only be required to contact Crew Scheduling one (1) time.
- 6. If a Flight Attendant has agreed to <u>S.2.c.</u> or <u>S.3.b.</u>, <u>above</u>, the Flight Attendant's schedule will reflect a scheduled duty obligation.
- If under <u>S.2.c.</u> or <u>S.3.b.</u>, <u>above</u>, the Flight Attendant is on duty with the Company between 6:00 PM and 8:00 PM (local domicile time), s/he will contact Crew Scheduling no later than release at domicile.
- 8. Failure to Call
  - a. If a Flight Attendant fails to call Crew Scheduling as agreed under <u>S.2.c.</u> or <u>S.3.b.</u>, <u>above</u>, the Flight Attendant will not be pay protected. If the Flight Attendant reports at the time originally scheduled, the Flight Attendant may be given an alternate assignment. 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 <u>Section 32 [Attendance Policy]</u>.
  - b. If the Flight Attendant calls Crew Scheduling after 8:00 PM (<u>local domicile time</u>), 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.
  - c. 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.
- 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 <u>Section 8.R. [Notification of Delay or Cancellation]</u>, 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 <u>JA'd</u> on a day s/he waived cancellation pay protection.

- 12. <u>Pre-Cancellations as Applicable to Passport Renewals/Name Changes</u>
  - a. <u>Provided that s/he has submitted her/his passport for renewal at least fifteen (15) days before its</u> expiration date, a Flight Attendant whose passport is out for renewal and who has international flying on <u>her/his line may:</u>
    - 1. <u>Contact Crew Scheduling at any time the day before check-in for the sequence and be released</u> <u>without pay.</u>
    - 2. <u>Call Crew Scheduling between 6:00 PM and 8:00 PM (local domicile time) the day before check-in</u> for the sequence. Procedures for alternate flying will be governed by S.3.b., above.
  - b. <u>The above procedures will also apply when a Flight Attendant submits her/his passport for a name change.</u> S/he must notify the Company when s/he does so and will not be excused from international flying until such notice is given.
- T. <u>USE OF NON-REVENUE FLIGHT ATTENDANT TO COVER STAFFING SHORTAGE</u>
  - 1. The Company may utilize a Flight Attendant who is traveling non-revenue to work <u>any</u> flight when circumstances at an out station present the need to delay or cancel a flight due to in-flight staffing shortage. <u>The Company will offer such flying:</u>
    - a. <u>First, in seniority order, to a Flight Attendant who could work the flight without causing her/him to become illegal for their next sequence(s) and who has already listed in Paperless Employee Travel (PET) to fly out of the outstation on the same day prior to the creation of the staffing shortage.</u>
    - b. <u>Then, if no such Flight Attendant accepts the assignment, the Company will offer it, in seniority order, to those Flight Attendants who have already listed in PET to fly out of the outstation on the same day prior to the creation of the staffing shortage.</u>
  - 2. The non-revenue Flight Attendant is not under any obligation to work the flight. Should the Flight Attendant accept the flight:
    - a. S/he will be paid at one and one-half times (1.5<u>x</u>) the trip rate for all flights flown. <u>All Minimum Pay Rules</u> will apply //. Reserve Flight Attendants will be paid above guarantee. <u>S/he will suffer no loss of pay if the flying causes her/him to become illegal for her/his next scheduled sequence(s).</u>
    - b. Duty time will start at the time the Flight Attendant accepts the assignment, or one (1) hour before original scheduled departure from the out station, whichever is later.
    - c. 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.
    - d. <u>If s/he requests, the Flight Attendant will be given online positive space travel on the next available flight</u> to the non-rev's originally intended destination if different than the actual destination, once her/his assignment is complete. If online travel is not available between the city sequences, the Company will purchase a ticket for the Flight Attendant on the next available flight.
  - 3. <u>A Flight Attendant may accept an assignment under the provision of 10.T. [Use of Non-Revenue Flight Attendant...] only once per bid month.</u>
  - 4. <u>If more than one non-revenue Flight Attendant is available, the assignment will be offered, in seniority order, taking into account the Flight Attendant's legalities.</u>

### U. SCHEDULING COMMITTEE

// See Section 27.P.4. [Company Business...].

V. <u>RESPONSIBILITY OF CREW SCHEDULING</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 will be referred to a supervisor in the appropriate department.

- 1. Crew 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.
- 2. The Company will provide a toll free // <u>domestic and international numbers</u> for Flight Attendants to use only in checking on reserve assignments, reroutes or reassignments.



### W. SCHEDULING ERRORS

(For scheduling errors involving sequence trades, pick-ups, drops and/or give-aways see <u>Section 12.J. [Crew</u> <u>Scheduling Trading Errors]</u>.)

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 two times (2.0x) the trip rate for all charter flights whether flown or not;
- 2. JA at two and one-half <u>times</u> (2.5x) <u>the trip rate</u> for all flights flown, and at <u>straight time</u> for TFP lost if no flying is done or for the difference between flights flown and the TFP value of the original sequence.

#### X. <u>DEADHEAD</u>

(See also Section 8.0. [Deadhead Duty Applications...] and 21.L. [Deadhead Compensation...]).

- 1. <u>A Flight Attendant is not required to wear her/his uniform when deadheading if the Flight Attendant is not scheduled for a subsequent flying leg in the same duty period.</u>
- 2. Deadhead Seating
  - a. A scheduled deadhead to or from protecting a flight requires positive space seating, including <u>any</u> Flight Attendant jumpseat <u>not occupied by a working crewmember</u>, for all Flight Attendants on the next available departure to the home domicile.
  - b. On an unscheduled deadhead from protecting a flight, all Flight Attendants will be treated as revenue standby passengers <u>and will be assigned seats prior to any non-revenue passenger</u>. If the flight is full the most senior Flight Attendant(<u>s</u>) will occupy seats and the most junior deadheading Flight Attendant(<u>s</u>) will occupy the 4<sup>th</sup> (<u>or 5<sup>th</sup>/6<sup>th</sup></u>, <u>if applicable</u>) Flight Attendant seat, if available.
  - c. Deadhead Not Available After Four (4) Hours

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.

- d. <u>When a Flight Attendant is required to deadhead four (4) or more consecutive hours s/he must be provided with a passenger seat.</u>
- 3. <u>Deadhead on the last day of a sequence</u>

A Flight Attendant with deadhead // on the last leg, of the last day, of a sequence may request to be released from the deadhead obligation no earlier than the completion of the last live flight preceding the deadhead. Crew Scheduling will grant the request if no other scheduling obligation is reflected on the Flight Attendant's schedule at the time of the call. The Flight Attendant will be allowed to deadhead either earlier or later than the scheduled deadhead. A Flight Attendant may choose to decline a deadhead on the last leg, of the last day, of a sequence and will be paid as though s/he had flown the deadhead.

4. <u>Released Deadhead</u>

A Flight Attendant who has been released from a deadhead leg will not be required to work the flight, regardless of where it is departing from.

- 5. A <u>deadheading</u> Flight Attendant will be subject to reroute if contacted by Crew Scheduling.
- 6. A Reserve Flight Attendant may deadhead home on an earlier flight <u>when a duty period on the last day of the sequence has no other scheduled flying except a deadhead</u>, but is still governed by the contact periods and duty limitations for the remainder of the Reserve period. //
- 7. Work in lieu of Deadhead
  - a. Scheduled Deadhead:

<u>Crew Scheduling may require a Flight Attendant to work the flight(s) in lieu of a scheduled deadhead and</u> the Flight Attendant will be paid one and one-half times (1.5x) the trip rate for the converted flight(s).

b. <u>Unscheduled Deadhead:</u>

After schedules are published and awarded, any Flight Attendant who is added to a flight(s) in addition to the minimum crew compliment will be considered an unscheduled deadhead on that flight, even if seated in a Flight Attendant jumpseat. If the Flight Attendant is required to work the flight, s/he will be



required to work in lieu of deadheading only to satisfy the minimum crew compliment. If more than one Flight Attendant is an unscheduled deadhead, the unscheduled deadheading Flight Attendants will be utilized to satisfy the minimum crew compliment in inverse seniority order. There will be no additional pay. Flying under Section 7.F. ["Job Familiarization" Flights...] will be excluded from this provision.

8. Lineholder Option to Decline an Initial Deadhead

A Lineholder may, with Crew Scheduling's approval, decline a deadhead and meet up with a sequence on the first working leg, with no loss of pay for the deadhead. Such request may be made no earlier than the calendar day prior to the sequence day of departure. The Flight Attendant is responsible for positioning her-/himself and s/he must make every reasonable effort to arrive prior to scheduled boarding time pursuant to Section 8.D. [Check-In and Debrief]. The Flight Attendant must notify Crew Scheduling prior to scheduled boarding if s/he believes s/he will not be able to meet up with the first working leg of the sequence and Section 32 Attendance Policy will apply. If s/he No Shows the sequence, s/he will be afforded the provisions of Section 10.CC. [No Show Sequence Recovery...], below.

- 9. <u>The Company will provide a deadheading Flight Attendant with one (1) complimentary meal on board any</u> <u>flight operating when there is a food option available for purchase.</u>
- 10. Deadheading Due to Sick On-line:

A Flight Attendant who reports in sick on-line will be returned on the first <u>available AAG flight(s) to the</u> following: her/his domicile or co-terminal, the domicile or co-terminal from which the sequence departed or her/his registered commuter city/co-terminal. S/he will be treated as positive space as a deadhead.

Y. <u>SEQUENCE CONSTRUCTION</u>

//

- 1. Turnarounds will consist of a maximum of eight (8) flights and a minimum of four (4.0) TFP (the Duty Period Minimum (DPM)).
- 2. No Flight Attendant will be scheduled for an eight (8) flights sequence on a Friday or Sunday night.
- 3. Each duty period of a multi-day sequence will be scheduled for a maximum of eight (8) flights and a minimum of four (4.0) TFP (<u>Section 21.D.1. [Minimum Pay Rules]</u>, Duty Period Minimum), except that sequences may be constructed with three (3) full days of flying with deadhead only on the first or last day.
- Multiday sequences of three (3) or more calendar days with less duty periods than calendar days will be scheduled with no less than four (4.0) TFP times the number of calendar days in the sequence (Section 21.D.3. [Minimum Pay Rules], Multiday Sequence Minimum).
- 5. <u>Sequences with a period of time from 1:00 AM to 11:00 PM (local time) free of duty will be scheduled with four (4.0) TFP for each such period (Section 21.D.2. [Minimum Pay Rules], Extended Overnight Rule).</u>
- 6. A sequence will be scheduled with the applicable TFP value of all flying, including surface deadhead, plus any additional TFP as a result of the Duty Period Minimum (DPM) on a duty period by duty period basis. The calculated TFP value for each duty period will be added to any application(s) of the Extended Overnight Rule (EOR) in the sequence. In the event that the sum total TFP value of the aforementioned applications does not meet the minimum TFP requirement pursuant to the Multiday Sequence Minimum (MSM), additional TFP will be applied in order to bring the TFP value of the sequence up to the Multiday Sequence Minimum. The sequence will be scheduled with no less than the total TFP value of all these applications summed across the entire sequence.
- Sequences or partial sequences (e.g. SIPs, Jet Bridge Trades etc.) that the Company places into Open Time or assigns to a Flight Attendant will be eligible for all Minimum Pay Rules. [See Arbitration #54-94 (Wollett 6/29/96) and Arbitration #55-94 (Gaunt 4/7/97)]
- Z. PERSONAL DROP(S)

Personal Drop(s) 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, // or charters is allowed on a Personal Drop day.
- 2. Personal Drop(s) are unpaid.



- 3. Personal Drop requests must <u>be</u> submitted by noon (12:00 PM) on the day prior to the day requested to be dropped, in order for the request to be processed in seniority order.
- 4. Personal Drop(s) will be granted in domicile seniority order, no later than <u>midnight (12:00 AM)</u> // on the day <u>prior to</u> // the day requested to be dropped.
  - a. If additional drops become available after this time, Crew Scheduling will first grant them to Flight Attendants who submitted requests before noon (12:00 PM) the day prior to the day requested to be dropped, in seniority order.
  - b. 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. (e.g. one <u>(1)</u> Reserve available for four <u>(4)</u> days, versus several Reserves available for one <u>(1)</u> day. The Company reserves the right to retain the four <u>(4)</u> day Reserve and grant the <u>Personal</u> Drop to the one <u>(1)</u> day Reserve.)
- 5. Flight Attendants may submit requests for <u>Personal Drop(s)</u> after noon (12:00 PM) on the day prior to the day requested to be dropped. After all requests submitted by noon (12:00 PM) 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.
- 6. Requests for <u>Personal Drops</u> may be withdrawn any time prior to awarding of the drop requests <u>by calling</u> <u>Crew Scheduling</u>. For Personal Drops affecting a reserve availability period already in progress, Crew Scheduling will afford a Reserve the opportunity to opt out of a Personal Drop for that day and subsequent days in the reserve block prior to granting the drop.
- Once granted, the request cannot be withdrawn and the Flight Attendant will be removed from duty for the requested day(s). <u>Pay protection is waived for any flight(s) that is/are impacted by the Personal Drop and</u> <u>subsequently is/are altered or cancelled.</u>
- The Company will electronically post the seniority of the Flight Attendants granted Personal Drops and the day(s) for which they were granted. This information will be available in real time and accessible through the Flight Attendant website. Should the list of Personal Drops be unavailable for any reason, management will work with the Information Technology (IT) department to restore access as quickly as possible.
- AA. THROUGH FLIGHT PROVISIONS AT SEQUENCE HOME DOMICILE
  - 1. <u>Flight Attendants may be required to extend the fifteen minute (:15) debrief period at home domicile with through passengers on board the aircraft under the following circumstance:</u>
    - a. <u>The "A" Flight Attendant is responsible to remain with passengers.</u> <u>The "A" Flight Attendant may</u> voluntarily offer the assignment to another Flight Attendant. If more than one (1) Flight Attendant volunteer(s), the most senior Flight Attendant will remain on board in addition to the "A" Flight Attendant. If another Flight Attendant is required to maintain the minimum crew, the most senior Flight Attendant who volunteers will remain on board; if there are no volunteers, the most junior Flight Attendant will be required to remain on board.
    - b. <u>The sequence must be scheduled with additional scheduled ground time as reflected in the monthly bid</u> packet or a revision to the monthly bid packet.
    - c. <u>The additional scheduled ground time cannot cause the Flight Attendant to remain on duty in excess of twelve hours and thirty minutes (12:30).</u>
    - d. <u>The additional scheduled ground time is scheduled only on continuing flights as published in the Alaska</u> <u>Airlines flight timetable.</u>
    - e. The additional scheduled ground time does not extend one (1) hour beyond debrief. All Flight Attendants who remain with the passengers during extended ground time will be compensated one (1.0) TFP at their appropriate pay rate. In the event that a Reserve Flight Attendant remains with the passengers for the extended ground time, one (1.0) TFP will be paid above the guarantee.
- BB. <u>PRE-BOARDING</u>

### (For pre-boarding pay, see Section 21.S. [Pre-boarding Compensation]).

<u>A Flight Attendant may be required to assist in pre-boarding under the following conditions provided that actual pre-boarding of passengers commences prior to the end of the Flight Attendant's debrief period:</u>

1. Boarding must commence prior to the end of her/his debrief period.

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- 2. If pre-boarding extends past the end of the debrief period, the Flight Attendant's schedule will be adjusted to provide the amount of rest required by Section 8.M. [Domicile Rest]. The Flight Attendant must call Crew Scheduling for any necessary schedule adjustments as a result of extended pre-boarding pursuant to Section 8.D.3. [Check-in and Debrief...]. However, if the Flight Attendant waived contractual rest in order to pick up the sequence, the Flight Attendant's schedule before being assigned to pre-board a flight, unless the Flight Attendant elects otherwise. The Flight Attendant will not suffer a loss of pay as a result of a schedule adjustment necessitated by a pre-boarding assignment which extends beyond the debrief period. The resulting schedule adjustment may include reassignment to a new sequence or assignment to position the Flight Attendant for the original sequence.
- 3. <u>If assisting in pre-boarding a flight extends past the end of the debrief period causing the duty period to exceed twelve hours and thirty minutes (12:30), the reassignment provisions of Sections 8.H. [Compensatory (Double-Out) Rest] and 8.F. [Over-Duty Pay] apply.</u>
- 4. <u>A Flight Attendant who is not on duty may be requested but is not required to pre-board a flight.</u>
- CC. NO SHOW SEQUENCE RECOVERY FOR LINEHOLDERS (OR RESERVES PICKING UP ON A DAY OFF)
  - 1. <u>Flight Attendant participation in sequence recovery for a No Show is voluntary and does not absolve the Flight</u> <u>Attendant from receiving administration of discipline related to No Shows in Section 32 [Attendance Policy].</u>
  - <u>A Flight Attendant who has received a No Show for an assignment may elect to recover flying by contacting</u> <u>Crew Scheduling. Crew Scheduling will determine if it is operationally feasible to recover any or all of the</u> <u>originally assigned sequence. Crew Scheduling and the Flight Attendant will work together to determine the</u> <u>best point to recover the sequence.</u>
  - <u>Returning a Flight Attendant to her/his originally scheduled sequence will not result in additional cost to the</u> <u>Company. Any deadhead(s) required to position the Flight Attendant will not be paid and the Flight Attendant</u> <u>will not be paid for any TFP missed.</u>
  - If the Flight Attendant cannot be returned to her/his original assigned sequence, s/he may be offered, but is not obligated to accept, a reassignment to another sequence or portion of a sequence. If available, Crew Scheduling will offer the Flight Attendant an assignment for the same number of days, but may offer a shorter or longer sequence.
  - 5. <u>If the Flight Attendant accepts the assignment, s/he will not be subject to premium pay as a result of a reassignment pursuant to 10.R. [Reassignments], above, unless the sequence is subsequently revised. The pay for the new or revised sequence will serve as the original pay if there are subsequent reassignments.</u>
  - At its discretion Crew Scheduling may deadhead a Flight Attendant who receives a No Show at an outstation to another station to cover flying not part of her/his original assignment if it is not operationally feasible to recover part of the originally assigned sequence. In this case, the Flight Attendant will be paid for the deadhead.
- DD. LONG STAGE LENGTH DUTY PERIOD ("4k")
  - 1. At the Flight Attendant's option, s/he may preference and may be awarded a sequence with one (1) or more Long Stage Length Duty Periods ("4k's) as defined in Section 5 [Definitions].
  - 2. <u>Crew Planning may construct 4k's under the following parameters:</u>
    - a. <u>Two leg maximum in the duty period.</u>
    - b. <u>The scheduled sit time will not exceed seventy minutes (:70).</u>
    - c. <u>Must depart from and return to the same domicile.</u>
    - d. <u>The 4k will exceed ten hours and thirty minutes (10:30) but cannot exceed four-thousand (4,000) statute</u> <u>miles (i.e. two-thousand (2,000) statute miles per leg or four-thousand (4,000) statute miles round-trip).</u> <u>See Section 8.E. [Duty Period] for 4k reassignments.</u>
    - e. <u>Crew Planning must consult with the Association Scheduling Chair on a monthly basis and during pairing</u> <u>construction for specific sequence selection.</u>
    - f. <u>The 4k provided for in this Section may be built into a multi-day sequence; however, the exceptions to</u> <u>Section 8.E. [Duty Period] will only apply to the duty period that contains the 4k.</u>



- g. <u>Sequences containing 4k's will be identified and placed into PBS for bid.</u> In no circumstances will a Flight <u>Attendant be awarded a sequence containing a 4k(s) via PBS unless s/he has indicated a preference for or has specifically bid for those sequences.</u>
- 3. <u>A maximum of ninety percent (90%) of the total 4k sequences will be built out of any single domicile for each bid month.</u>
  - a. <u>Any domicile with five percent (5%) or more of the total number of single-duty period 4k sequences will</u> <u>be included in the ninety percent (90%) allocation.</u>
  - b. <u>All other domiciles will be allocated 4k sequences in accordance with paragraph DD.4. below:</u>
- 4. <u>A minimum of ten percent (10%) of the 4k sequence(s) will be built and distributed in the remaining domiciles</u> on an approximately equitable basis as follows:
  - a. <u>The number of 4k sequences at each domicile will be approximately proportionate to the number of active</u> <u>Flight Attendants in the domiciles.</u>
  - b. <u>No single domicile in this group may be allocated more than five percent (5%) of the total number of 4k</u> sequences.
- 5. <u>Sequences containing a 4k(s) may be offered as Premium Open Time with a minimum one and one-half times</u> (1.5x) premium.
- 6. <u>Automated trading of 4k's will be processed through E-maestro or a successor system.</u>
- 7. Reserve Flight Attendants who self-assign into a 4k will be considered to have opted into the sequence.
- A Flight Attendant who is awarded or accepts a sequence containing a 4k(s) of twelve hours and thirty minutes (12:30) or less will not be deemed to have waived the pay and crew rest provision in Sections 8.F. [Over-Duty Pay], 8.G. [Fourteen Hour (14:00) Duty...], Section 8.H. [Compensatory (Double-Out) Rest] and 8.M. [Domicile Rest].
- 9. <u>If there is an open position(s) on 4k sequence(s) and it is more than three (3) hours prior to departure the following will apply:</u>
  - a. The 4k sequence must be placed into Open Time per Section 12.E.1. [Open Time].
  - b. <u>Crew Scheduling may reconfigure a 4k sequence consistent with Section 8.E. [Duty Period] to make all duty periods equal to or less than ten hours and thirty minutes (10:30) prior to assignment. If such reconfiguration occurs, the surviving legal sequence is no longer considered a 4k sequence.</u>
  - c. <u>A Reserve may opt into a 4k sequence by preferencing it on the LTFA.</u> Crew Scheduling may bypass the order of assignment to assign a 4k sequence to a Reserve who has preferenced 4k. A Reserve who preferences 4k, then subsequently receives a 4k assignment, must accept the sequence. If a Reserve preferences a 4k sequence the premium in 10.c., below, will not apply.
  - d. If no such Reserve exists as referenced in 9.c., above, Crew Scheduling may offer a 4k sequence to another Reserve and must inform that Reserve the sequence contains a 4k duty period(s). S/he is not required to accept the sequence. If that Reserve declines the offer, the next Reserve in the appropriate order of assignment may be offered the 4k sequence under the same conditions of this provision. The process may be repeated until all available Reserves are exhausted.
- 10. If there is an open position(s) on 4k sequence(s) and it is three (3) hours or less prior to departure the following apply:
  - a. Crew Scheduling may offer the 4k sequence to a Lineholder as a reassignment at check-in consistent with Section 10.R. [Reassignments]. Crew Scheduling must inform the Lineholder that the sequence contains a 4k duty period. S/he is not required to accept the assignment. If a Flight Attendant accepts the 4k sequence as a reassignment all provisions of Section 10.R. [Reassignments] will apply. If the Lineholder declines the offer, the next eligible Lineholder in seniority order may be offered the 4k sequence under the same conditions of this provision. The process may be repeated until all available Lineholders are exhausted consistent with Section 10.R. [Reassignments].
  - b. <u>Crew Scheduling may reconfigure a 4k sequence consistent with Section 8.E. [Duty Period] to make all duty periods equal to or less than ten hours and thirty minutes (10:30) prior to assignment. If such reconfiguration occurs, the surviving legal sequence is no longer considered a 4k sequence.</u>



- c. <u>A Reserve may opt into a 4k sequence by preferencing it on the LTFA.</u> Crew Scheduling may bypass the order of assignment to assign a 4k sequence to a Reserve who has preferenced 4k. A Reserve who preferences 4k, then subsequently receives a 4k assignment, must accept the sequence. If a Reserve preferences a 4k sequence the premium in 10.c., below, will not apply for involuntary 4k assignment will apply.
- d. <u>Crew Scheduling may involuntarily assign a 4k sequence to a Reserve. The Reserve will be paid one and one-half times (1.5x) the trip rate for the entire sequence of which one times (1.0x) the trip rate will be credited toward the Reserve's guarantee and one-half times (0.5x) the trip rate will be paid above the guarantee.</u>
- 11. <u>Crew Scheduling may create or reconfigure sequence(s) that contain a 4k only if the 4k was in a published</u> sequence originally built by Crew Planning and due to irregular operations (including crew shortage) needs to be staffed.
- 12. Lineholders will not be required to accept or be reassigned to a 4k sequence.

A sequence containing a 4k may not be assigned as a JA.

- 13. <u>If a Flight Attendant domicile opens or closes, the parties will meet and agree on a revised 4k sequence</u> <u>distribution system</u>
- EE. <u>ELECTRONIC BID SOFTWARE</u>

The Company will provide and maintain a real-time electronic system for the bidding and awarding of lines. The system will support at least the second to most recent version, in addition to the prior two versions of Internet Explorer (or any subsequent Microsoft platform), Safari (or any subsequent Apple platform), Android (or any subsequent Google platform), and the Company will make a good faith effort (taking into account excessive cost and availability) to ensure such system is accessible from at least one other commonly used web browser that is compatible with a mobile device.

FF. OPERATIONALLY IMPACTED MINIMUM DAYS OFF

For Lineholders, see E.1.a. [Line Construction...], above.

For Reserves, see E.1.a. [Line Construction...], above, and Section 11.B.4. [Reserve: General].



### 1. Explain how Section <u>10.Y.</u> impacts scheduling and pay?

The language in <u>Section 10.Y. [Sequence Construction]</u> only pertains to scheduling limitations in sequence <u>construction and line building</u> and not to how the sequence is paid. The eight (8) flight restriction is a scheduled flying limitation to eight (8) take-offs per duty period, and the four (4.0) <u>TFP Duty Period Minimum (DPM)</u>.

The procedure for applying the terms of <u>Section 10.Y. [Sequence Construction]</u> is as follows:

#### Turn-around sequences – <u>i.e.</u> one (1) duty period

a. <u>Duty Period Minimum (DPM)</u>: For turn-around sequences, one four (4.0) TFP <u>DPM</u> will apply.

Pay once flown: A five (5.0) TFP Average Duty Period Guarantee (ADPG) will apply for pay purposes once the sequence has been flown per Section 21.D. [Minimum Pay Rules].

b. For all-nighters, <u>in which</u> one duty period falls in two calendar days, one <u>four</u> (4.0) TFP DPM will apply. <u>Pay once flown: A five (5.0) TFP ADPG will apply for pay purposes once the sequence has been flown per</u> <u>Section 21.D. [Minimum Pay Rules].</u>

#### **Multiday sequences**

- a. <u>Duty Period Minimum (DPM): e.g. for multi-day sequences with two (2) duty periods spanning two (2) calendar days, a four (4.0) TFP <u>Duty Period Minimum (DPM)</u> will be applied to each duty period, <u>making the</u> two (2) day sequence worth a minimum of eight (8.0) TFP.</u>
- b. <u>Multiday Sequence Minimum (MSM): e.g. for a multi-day sequence with two (2) duty periods spanning three (3) calendar days, a MSM will apply. A four (4.0) TFP credit will be applied to each calendar day of the multiday sequence totaling twelve (12.0) TFP MSM across the entire sequence [3 calendar days x 4 TFP MSM credit/day = 12.0 TFP MSM].</u>
- c. Extended Overnight Rule (EOR): If there // is a period of time from 1:00 AM to 11:00 PM (local time) within a sequence that has no duty, an additional four (4.0) TFP EOR will be applied to that day. However, the four (4.0) TFP minimum does NOT apply to a twenty-four hour (24:00) or longer period within a sequence that has no duty, but does NOT span 1:00 AM to 11:00 PM (local time).

Examples:

- 1. <u>Twenty-eight</u> hour (28:00) layover from 11:00 PM to 3:00 AM the following day, <u>the four (4.0) TFP</u> <u>EOR</u> applies.
- 2. T<u>wenty-eight</u> hour (28:00) layover from <u>2</u>:00 AM to <u>6</u>:00 AM the following day, the four (4.0) TFP EOR does NOT apply. However, the Multiday Sequence Minimum (MSM) would apply.

//

### 2. Explain reassignments and/or additional flying assigned at the completion of a scheduled sequence.

Reassignments // 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 // will not schedule you to be on duty for longer than twelve hours and thirty minutes (12:30) per Section 10.R. [Reassignments]. JA may be assigned anytime while on duty, including at the end of a completed sequence. See Section 9 [Junior Available Rules...]. [See Arbitration #48-98 (Knowlton 2/23/99)]

Unscheduled overnights into scheduled days on are covered under Section 21.N. [Stranded Pay].

Additional flying assigned at the completion of a scheduled sequence leading to // a RON that results in flying during a duty period commencing on a scheduled day off is covered in Section 9.D.1.d. [Company's Right to Assign JA].

<u>A stranding leading to a RON that results in flying during a duty period commencing on a scheduled day off is</u> <u>covered in Sections 9.D.1.d. [Company's Right to Assign JA] and 21.N.4. [Stranded Pay].</u>

<u>A R</u>eassignment // that does not result in flying into a scheduled day off is covered under <u>Sections 10.R.5.</u> [Reassignments] and/or 21.N. [Stranded Pay], if applicable.



Additional flying assigned at the end of a completed sequence, which does not result in flying into a scheduled day off is covered under Section 9.D.2.c. [Company's Right to Assign JA].

3. 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.M. [Domicile Rest], 10.R. [Reassignment], 21.M. [Pay Protection...] and Section 32 [Attendance Policy])

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

Yes. In // <u>certain circumstances (e.g.</u> a full flight), you may be reseated in one of the jumpseats. <u>Section 10.X.</u> [Deadhead]

5. **Can I be required to work on my scheduled day off due to a scheduling change?** 

Yes, if you are a Lineholder. // No, if you are a Reserve. //

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

// When a duty period carries into a day off by fifteen minutes (:15) or more as a result of operations, the Lineholder will be paid four (4.0) TFP in addition to all other compensation, provided that the Lineholder's schedule for the month contains no more than her/his minimum twelve (12) scheduled days off at the time the duty period carries into a day off. See Section 8.U. [Operationally Impacted...]

- Can I be required to fly eight (8) flights on a Friday or Sunday night? No.
- 8. Can I ever be scheduled over ten hours and thirty minutes (10:30) duty?

Yes, // for Charters placed up for bid <u>Section 33 [Charters]</u>. Yes, for a Long Stage Length Duty Period when bid and awarded, picked up or traded, when opted into as a Reserve or when assigned to a Reserve with less than three (3) hours to departure (Section 10.DD. [Long Stage Length...].

### 9. When do I receive a four (4.0) TFP // Duty Period Minimum (DPM) pay guarantee?

Lineholder and Reserve Flight Attendants will be paid a minimum of four (4.0) TFP for each duty period of a sequence that contains less than four (4.0) TFP, except where a Flight Attendant elects to break a sequence at a SIP or Jet Bridge Trade, in which case the Flight Attendant will be paid for flights actually flown, including surface deadhead. This includes charter flying, a sequence containing a Long Stage Length Duty Period Reserve flying assignments, additional duty periods on days off and Open Time sequences. Only SIP or Jet Bridge Trade sequences that the Company has put into Open Time will be eligible for the four (4.0) TFP Duty Period Minimum (DPM). [See Arbitration #54-94 (Wollett 6/29/96) and Arbitration #55-94 (Gaunt 4/7/97)].

10. 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 <u>Section 10.R. [Reassignments]</u>.

- 11. If my original assignment is a three-day sequence, can I be reassigned to three (3) turns? No. Section 10.R. [Reassignments]
- 12. Do I have to sit and <u>perform</u> the associated safety and service position? See Section 10.0.4. [Bid Positions...].



## 13. Can I be requested to assist in pre-boarding a flight I am not assigned to fly?

Yes. If you are on duty, you may be required to assist in <u>pre-boarding and will be paid one-half (0.5)</u> TFP for each <u>pre-board as applicable pursuant to Section 21.S. [Pre-Boarding Compensation]</u>. If <u>pre-boarding extends past the</u> end of your debrief period, your schedule will be adjusted to provide you with the amount of rest required by <u>Section 8.M. [Domicile Rest]</u>.

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 <u>pre-</u>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 <u>pre-</u>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 <u>pre-boarding</u> 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>Sections 8.F. [Over-Duty Pay]</u> and <u>8.H.</u> [Compensatory (Double-Out) Rest] apply. // For Reserves see <u>Section 11.F.8. [Airport Standby]</u>.

If you are not on duty your assistance may be requested, and if you agree, you will be paid one-half (0.5) TFP.

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

Your minimum days off are reduced by <u>four-tenths</u> (0.4) day(s) for each day of planned absence. This number will be rounded down if it is at or below <u>four-tenths</u> (0.4) (<u>e.g.</u> 1.4, 2.4, etc.) and rounded up if at or above <u>five-tenths</u> (0.5) (<u>e.g.</u> 1.5, 2.5, etc.) (<u>Section 10.E.1. [Line Construction..]</u>)

a. Example: You have <u>seven</u> (7) days of vacation in a <u>thirty-one</u> (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.

b. Example: <u>Thirteen</u> (13) days of medical leave in a <u>thirty</u> (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.



See chart below:

### <u>Lineholder</u>

<u>30 day month</u>
---------------------

<u>31 day month</u>

<u>Planned</u>	<u>Min</u>	Planned	<u>Min</u>	
<u>Absences</u>	<u>Days</u>	Absences	<u>Days</u>	
	<u>Off</u>		<u>Off</u>	
<u>0</u>	<u>12</u>	<u>0</u>	<u>12</u>	
<u>1</u>	<u>12</u>	<u>1</u>	<u>12</u>	
<u>2</u>	<u>11</u>	<u>2</u>	<u>11</u>	
<u>3</u>	<u>11</u>	<u>3</u>	<u>11</u>	
<u>4</u>	<u>10</u>	<u>4</u>	<u>10</u>	
<u>5</u>	<u>10</u>	<u>5</u>	<u>10</u>	
<u>6</u>	<u>10</u>	<u>6</u>	<u>10</u>	
<u>7</u>	<u>9</u>	<u>7</u>	<u>9</u>	
<u>8</u>	<u>9</u>	<u>8</u>	<u>9</u>	
<u>9</u>	<u>8</u>	<u>9</u>	<u>8</u>	
<u>10</u>	<u>8</u>	<u>10</u>	<u>8</u>	
<u>11</u>	<u>8</u>	<u>11</u>	<u>8</u>	
<u>12</u>	<u>7</u>	<u>12</u>	<u>7</u>	
<u>13</u>	<u>7</u>	<u>13</u>	<u>7</u>	
<u>14</u>	<u>6</u>	<u>14</u>	<u>6</u>	
<u>15</u>	<u>6</u>	<u>15</u>	<u>6</u>	
<u>16</u>	<u>6</u>	<u>16</u>	<u>6</u>	
<u>17</u>	<u>5</u>	<u>17</u>	<u>5</u>	
<u>18</u>	<u>5</u>	<u>18</u>	<u>5</u>	
<u>19</u>	<u>4</u>	<u>19</u>	<u>4</u>	
<u>20</u>	<u>4</u>	<u>20</u>	<u>4</u>	
<u>21</u>	<u>3</u>	<u>21</u>	<u>3</u>	
<u>22</u>	<u>3</u>	<u>22</u>	<u>3</u>	
<u>23</u>	<u>2</u>	<u>23</u>	<u>2</u>	
<u>24</u>	<u>2</u>	<u>24</u>	<u>2</u>	
<u>25</u>	<u>2</u>	<u>25</u>	<u>2</u>	
<u>26</u>	<u>1</u>	<u>26</u>	<u>1</u>	
<u>27</u>	<u>1</u>	<u>27</u>	<u>1</u>	
<u>28</u>	<u>0</u>	<u>28</u>	<u>0</u>	
<u>29</u>	<u>0</u>	<u>29</u>	<u>0</u>	
<u>30</u>	<u>0</u>	<u>30</u>	<u>0</u>	
		<u>31</u>	<u>0</u>	

<u>30 day month</u>		<u>31 day month</u>	
Planned	Min	Planned	Min
Absences	<u>Days</u>	<u>Absences</u>	<u>Days</u>
	Off		Off
<u>0</u>	<u>Off</u> <u>12</u>	<u>0</u>	<u>13</u>
<u>1</u>	<u>12</u>	<u>1</u>	<u>13</u>
<u>2</u>	<u>11</u>	<u>2</u>	<u>12</u>
<u>3</u>	<u>11</u>	<u>2</u> <u>3</u>	<u>12</u>
<u>4</u>	<u>10</u>	<u>4</u>	<u>11</u>
5	<u>10</u>	<u>5</u>	<u>11</u>
<u>6</u>	<u>10</u>	<u>6</u>	<u>11</u>
<u>7</u>	<u>9</u>	<u>7</u>	<u>10</u>
<u>8</u>	<u>9</u>	<u>8</u>	<u>10</u>
<u>9</u>	<u>8</u>	<u>9</u>	<u>9</u>
<u>10</u>	<u>8</u>	<u>10</u>	<u>9</u>
<u>11</u>	<u>8</u>	<u>11</u>	<u>9</u>
<u>12</u>	<u>7</u>	<u>12</u>	<u>8</u>
<u>13</u>	<u>7</u>	<u>13</u>	<u>8</u>
<u>14</u>	<u>7</u> <u>6</u>	<u>14</u>	<u>8</u> <u>7</u>
<u>15</u>	<u>6</u>	<u>15</u>	<u>7</u>
<u>16</u>	<u>6</u>	<u>16</u>	<u>7</u> <u>7</u> <u>6</u>
<u>17</u>	<u>5</u>	<u>17</u>	
<u>18</u>	<u>5</u> 5	<u>18</u>	<u>6</u>
<u>19</u>	4	<u>19</u>	<u>5</u> <u>5</u>
<u>20</u>	<u>4</u>	<u>20</u>	<u>5</u>
<u>21</u>	<u>3</u>	<u>21</u>	<u>4</u>
<u>22</u>	<u>3</u> <u>3</u>	<u>22</u>	<u>4</u>
<u>23</u>	<u>2</u> 2	<u>23</u>	<u>3</u>
<u>24</u>	<u>2</u>	<u>24</u>	<u>3</u>
<u>25</u>	<u>2</u>	<u>25</u>	<u>3</u>
<u>26</u>	<u>1</u>	<u>26</u>	4           3           3           2           2           1
<u>27</u>	<u>1</u>	<u>27</u>	<u>2</u>
<u>28</u>	<u>0</u>	<u>28</u>	<u>1</u>
<u>29</u>	<u>0</u>	<u>29</u>	<u>1</u>
<u>30</u>	<u>0</u>	<u>30</u>	<u>1</u>
		<u>31</u>	<u>0</u>

**Reserve** 



#### A. APPLICATION OF SECTION 11

1. The provisions of <u>Section 8 [Hours of Service]</u> 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. RESERVE<u>: GENERAL</u>

- 1. 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. <u>Reserve lines will be constructed as follows:</u>

a. Reserve Minimum Days Off

A Reserve will be scheduled for and receive a minimum of twelve (12) days off in a <u>thirty</u> (30) day bid month and a minimum of thirteen (13) days off in a <u>thirty-one</u> (31) day bid month unless otherwise modified by planned absences pursuant to <u>Section 10.E.1. [Line Construction...]</u>.

b. <u>Reduced Time Reserve Lines</u>

Notwithstanding 3.a., above, the Company may offer a reduced-time reserve line. Reduced-time reserve lines will contain a minimum of fifteen (15) days off in a thirty (30) day month and sixteen (16) days off in a thirty-one (31) day month. A Reserve will not be awarded a reduced-time reserve line unless s/he so requests in the bidding process.

c. <u>Rest Between Reserve Blocks</u>

Scheduled Reserve blocks, including one (1) day block, will be separated by not less than forty-eight (48) hours off, <u>unless the Reserve waives that forty-eight (48) hour restriction during the line-bidding process</u> (Section 10.M.4.e. [PBS Bid Line Options...]). A one (1) day block may be awarded only on the first and last day of the bid month. 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.

4. Operationally Impacted Minimum Days Off

When a duty period carries into a day off <u>as a result of operations by fifteen minutes (:15) or more,</u> the Reserve will be <u>paid four (4.0) TFP above her/his guarantee</u> //, provided <u>that</u> the Reserve's schedule for the month contains no more than <u>her/his minimum scheduled days off</u> <u>twelve</u> (12) or <u>thirteen</u> (13) days off, as applicable at the time of the assignment that carries the Reserve into a day off.

- a. For the purposes of calculating days off under <u>B.4.</u> 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, <u>Management</u> // Drops, bereavement leave, pay protection, <u>and</u> leaves of absence (other than days off scheduled prior to the commencement of the leave) // will not be considered days off.
- b. 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 <u>compensated</u> // as provided in <u>B.4.</u>
- 5. A Reserve may be assigned several sequences or portions of sequences the same reserve day within duty period limitations.
- 6. Junior Available / Junior Assignment (JA) and Reserves

A Flight Attendant awarded a reserve line cannot be JA'd <u>(Section 9.D.2.d. [Company's Right to Assign JA]</u>). 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 (12:00 AM) of that day and is made part of the same duty period.

- 7. <u>At the end of a reserve block of days, the Reserve will be returned to her/his home domicile for her/his</u> <u>domicile rest.</u>
- 8. A block of reserve day(s) that touches another block in a new month becomes a single block.



## 9. Domicile Rest

A Reserve will receive at least <u>eleven hours and thirty minutes (11:30)</u> rest at domicile, <u>measured from release</u> <u>until report for her/his next sequence or APSB assignment</u>. //

- a. Interruption of Domicile Rest
  - 1. Upon return to domicile and release from duty, a Reserve will not be obligated to be contactable during the first nine hours (9:00) of rest, regardless of her/his Reserve Availability. If Crew Scheduling contacts the Reserve with a legal assignment and the Reserve elects to answer during any portion of this rest that coincides with the Reserve's availability period, the Reserve must accept the assignment.
  - A Reserve may be contacted only one time during domicile rest and will receive at least nine consecutive hours (9:00) of uninterrupted rest. If the Reserve is contacted during rest and does not receive nine consecutive hours (9:00) of uninterrupted rest, s/he will receive two times (2.0x) the trip rate of which one times (1.0x) will be paid above guarantee, for all TFP flown or credited or APSB duty, until s/he receives legal rest.
- b. <u>Inflight management will use its best efforts to avoid interrupting the Reserve's rest; the provisions of this Paragraph will not apply to an inadvertent contact unrelated to reserve scheduling, made by non-Crew Scheduling personnel.</u>
- 10. <u>Reserve Compensatory (Double-Out) Rest</u>

A Reserve due compensatory rest under <u>Section 8.H. [Compensatory (Double-Out) Rest]</u> will receive such rest at the completion of the sequence containing the duty period over <u>twelve hours and thirty minutes</u> (12:30). The Company will not assign additional flying following the completion of the sequence. <u>The Reserve may</u> waive such compensatory rest if agreed to by Crew Scheduling; if so, s/he will receive one and one-half times (1.5x) the trip rate for any sequence or APSB assignment that reports during the period in which the Reserve would have had compensatory rest, of which one-half times (0.5x) will be paid above guarantee.

11. Over-Duty Charters

<u>Over-duty charters assigned to Reserves will be as specified in Section 33.C.5. [Charter Compensation]. A</u> Reserve may elect to bypass the assignment. Crew Scheduling must advise the Reserve that s/he is not required to accept the assignment.

C. CLASSIFICATIONS OF RESERVES

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

1. AM/PM Lines Only

Flight Attendants bid for and are awarded in seniority order to an AM line or a PM line. <u>Reserve lines will be</u> <u>constructed of all AM or all PM days</u>. 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 midnight (12:00 AM) and <u>2:00 PM</u> <u>local domicile time</u>. Any assignment must commence within the reserve availability period <u>but no earlier</u> <u>than 2:00 AM local domicile time unless agreed to by the Flight Attendant</u>.
  - b. PM Reserves must be available for contact and assignment between the hours of 10:00 <u>AM</u> and <u>12:00</u> <u>AM</u> (midnight) <u>local domicile time</u>. Any assignment must commence within the reserve availability period <u>but no earlier than noon (12:00 PM) local domicile time unless agreed to by the Flight Attendant</u>.
  - c. ER Reserves must be available for contact and assignment from midnight (12:00 AM) to midnight (12:00 AM). Any assignment must commence within the reserve availability period.
  - d. 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. <u>Reserve lines will not have pre-scheduled ER days.</u>
    - //



- b. The Company may convert a Reserve to ER as follows: //
  - 1. First two (2) ER conversions at current TFP rate.
  - 2. Voluntary ER conversion(s) after the two (2) conversions in b.1., above, at one and one-half times (1.5x) the TFP rate for all TFP flown or credited or APSB during the converted // duty period(s).
  - Involuntary conversion (after the two (2) conversions in C.3.b.1., above) at two times (2.0x) the TFP rate for all TFP flown or credited or APSB during the converted duty period, capped at one (1) conversion and assigned in LTFA order.
  - 4. <u>One (1.0) TFP paid above the guarantee for ER conversions if not used.</u>
  - 5. <u>Flight Attendants may preference days (general or date specific) for ER conversion (both voluntary and involuntary) pursuant to C.3.d., below.</u>
- c. ER Conversion Contactability:
  - 1. <u>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.</u> A Reserve may also be converted on the last day of a block for the first day of the next block.
  - Crew Scheduling may contact a Reserve on a day off to convert her/him to ER status between the hours of 8:00 PM and 11:00 PM local domicile time the night prior to the next reserve availability period. The Reserve is not required to answer the phone.
  - 3. If contacted outside the contact period or between the hours of 8:00 PM and 11:00 PM local domicile time the night prior to the next reserve availability period (as outlined in paragraph C.3.c.2., above), a Reserve will be compensated two times (2.0x) the trip rate for all TFP flown or credited or APSB in the converted duty period (for both voluntary and involuntary conversions). One times (1.0x) will be paid towards the guarantee and one times (1.0x) will be paid above guarantee.
  - 4. <u>A Reserve may not be contacted on a vacation day for ER conversion.</u>
- d. ER Conversion Preferences

A Reserve may preference days (general or date specific) s/he wishes to be converted to ER. Crew Scheduling will assign ER conversions in the following order:

- 1. <u>Reserves who have indicated a conversion preference for that day (general or date specific) and have</u> not been converted twice (see C.3.b.1., above);
- 2. <u>Reserves who have not indicated a conversion preference for that day and have not been converted twice</u> (see C.3.b.1., above);
- 3. <u>Reserves who have indicated a conversion preference for that day (general or date specific) and have been converted twice (see C.3.b.2., above); and</u>
- 4. <u>Reserves who have not indicated a conversion preference for that day and have been converted twice</u> (see C.3.b.3., above).
- e. If a Reserve is converted to ER and subsequently trades or gives away the affected day, the conversion remains credited to the original Reserve for the purposes of determining pay for ER conversions pursuant to C.3.b., above. The Reserve picking up or trading into the converted ER day does not receive "ER conversion credit" pursuant to C.3.b., above.
- f. One (1.0) TFP will be paid above guarantee for ER conversions if not used.

//

- g. A Reserve may be converted to ER for a period <u>of</u> less than <u>twenty-four (</u>24) hours. The conversion <u>will</u> count toward the <u>two (2)</u> ER conversion<u>s</u> 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.
  - b. A change of an AM/PM Reserve day to an ER day under <u>C.3.b.</u>, above, <u>will</u> // count as a conversion to an ER day. //



- 5. On the last day of a block, a Reserve may request release from the remainder of her/his reserve obligation provided the last Company-operated flight that the Reserve would be legal to fly has departed the domicile. This release time will be posted on the Inflight website. Crew Scheduling must grant the request if it has no further flying for the Reserve. A Reserve, including an APSB Reserve, who is relieved of further reserve obligation under this Paragraph, will suffer no loss of pay.
- D. SCHEDULING / NOTICE TIME TO REPORT
  - 1. 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. <u>cellular</u> phone and/<u>or</u> land phone //). If Crew Scheduling reaches the Reserve's voicemail, the <u>Crew S</u>cheduler will leave a message requesting a return call.
    - b. The phone number(s) will be given no // priority order.
    - c. A Reserve's report time will begin when both numbers have been called, if two (2) have been provided. If only one (1) 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 (1) number has been provided, the Reserve will be responsible to respond, within fifteen minutes (:15), when that number is called. For failure to respond in such time, see "No Show" in Section 32.C.1. [Attendance Policy Definitions] and "Unavailable for Contact" in Section 32.C.15. [Attendance Policy Definitions].
    - e. <u>Reserves are not required to have cellular telephones. If a Reserve provides a cellular number as one of her/his two primary contact numbers, s/he is not required to be contactable at that number from two (2) hours before check-in for a sequence or APSB assignment until s/he is released and has had at least nine (9) consecutive hours of uninterrupted domicile rest.</u>
    - f. <u>A Reserve may self-notify for an assignment by affirmatively confirming notification electronically. A Reserve who views her/his schedule but does not affirmatively confirm is not considered to have self-notified. Regardless of notification status, the Reserve will remain contactable in accordance with D.7., below.</u>
  - 2. Notice of Time to Report
    - a. A Reserve will be given a minimum of two hours' (2:00) 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 hours (2:00).
    - c. If a Reserve does not receive at least nine hours' (9:00) notice of an assignment to a sequence that requires her/him to be on duty at 04:29 AM local domicile time in the first duty period, s/he will be paid one and one-half times (1.5x) the trip rate for all TFP flown or credited or APSB during that duty period, of which one-half times (0.5x) will be paid above guarantee. The Reserve must remain contactable until nine hours (9:00) before check-in for the sequence. Crew Scheduling may contact the Reserve during this period only to reschedule her/him in the event of cancellation.
  - 3. A Reserve may be given less notice to report than the hours outlined in <u>D.2.</u>, above, 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. <u>However</u>, the Reserve remains obligated to report no later than two hours (2:00) after 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:
    - a. Reassign the Reserve to a sequence with a check-in or scheduled departure of no more than one hour (1:00) after her/his arrival;
    - b. Reassign the Reserve to APSB; or
    - c. Release the Reserve, in which case s/he will be placed back on the Reserve <u>Availability List (LTFA)</u> for her/his reserve classification based on her/his TFP/credit value, including the credit for Show-No Go.
  - 4. Flight Attendants assigned to Reserve duty, (including Airport Standby), must be able to be // in full uniform no later than <u>scheduled check-in time</u>.



- 5. Start of duty time for purposes of per diem and duty day limitations begins at the time a Reserve is required to report for duty or the actual reporting time, whichever is later. <u>Start of duty may be adjusted pursuant to Paragraph D.3.</u>, above, or by mutual agreement.
- 6. All Reserves must check their Company e-mail upon completion of their assigned sequence at domicile/co-terminal within // <u>fifteen minutes (:15)</u> <u>following the conclusion of the</u> debrief period <u>and</u> prior to leaving the secure area of the terminal. <u>For failure to do so, see "No Show" in Section 32.C.1. [Attendance Policy Definitions] and "Unavailable for Contact" in Section 32.C.15. [Attendance Policy Definitions]. Crew Scheduling will use its best efforts to notify a Reserve of an additional assignment as soon as possible after commencement of the affected duty period.</u>
  - 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, by telephone or by self-notification.
  - b. The Company may also contact the Reserve through other means <u>including but not limited to a Customer</u> <u>Service Agent (CSA) or Aircraft Communications Addressing and Reporting System (ACARS).</u>
  - 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 hours (9:00).
  - d. In the event of a lack of computer access or a computer system failure, Reserves are required to call Crew Scheduling upon completion of their assigned sequence at domicile/ co-terminal within the <u>fifteen minute</u> (:15) debrief period prior to leaving the secure area of the terminal.
- 7. <u>Contactability after Assignment</u>

Once an assignment has been given, the Reserve must remain contactable during her/his reserve availability period until two hours (2:00) before the scheduled check-in for the sequence or assignment. S/he may be contacted by Crew Scheduling during those two hours (2:00), but is not obligated to be contactable.

8. Contact Outside the Reserve Availability Period

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.

- a. If the Reserve answers the call, s/he must accept the assignment, and will be paid <u>two</u> times (2.0<u>x</u>) the trip rate, for all flights actually flown <u>or APSB</u>, in the duty period until the Flight Attendant receives legal rest.
- b. If the reserve assignment results in the Reserve falling below the FAA-required twenty-four hours in seven days (24/7) rest requirement, as a result of other picked-up flying in 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 24/7 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.
- 9. <u>Once a Reserve has been notified of an assignment, that assignment cannot be removed from her/his line</u> and then offered as Premium Open Time.
- 10. If a Reserve receives an assignment for which s/he is legal, and the assignment is then changed so that it carries into her/his day off (such as Winds Aloft adjustment, mechanical, flight deck illegality, etc.), s/he may contact Crew Scheduling no later than two hours and fifteen minutes (2:15) before check-in for the assignment and request removal from the assignment. Crew Scheduling must grant the request. The Reserve will be returned to the Reserve Assignment List (LTFA) and may be given any assignment consistent with her/his reserve classification.
- E. ORDER OF ASSIGNMENT
  - 1. <u>Reserve Self-Assignment</u>
    - a. <u>An AM or PM Reserve with four (4) or fewer days of availability remaining in her/his block may self-assign</u> <u>a sequence from Open Time between 10:00 AM and 2:00 PM PT the day prior to check-in, subject to the</u> <u>following restrictions:</u>
      - 1. <u>The self-assignment must be within the Reserve's domicile.</u>
      - 2. <u>The self-assigned sequence must commence within the Reserve's availability period and must be for</u> the same number of days as the Reserve has left in her/his block.

- 3. <u>Sequences may not be split to accommodate a self-assignment.</u>
- b. <u>ER Reserves and Reserves with more than four (4) days of availability may not self-assign, except that an AM or PM Reserve with five (5) or more days of availability remaining in her/his block may self-assign to an APSB assignment.</u>
- c. <u>Crew Scheduling may designate a sequence(s) as unavailable for self-assignment if such sequence(s) is</u> <u>designated as Premium Open Time or under the following circumstances:</u>
  - 1. During Natural Disasters or Acts of War, etc., pursuant to Section 8.S. [Natural Disasters...];
  - 2. <u>Severe Irregular Operations Section 5 [Definitions]</u>.
- d. <u>The Reserve may not self-assign to a sequence that would cause her/him to break her/his monthly guarantee.</u>
- e. <u>A Reserve who is assigned or self-assigns a sequence will not be removed from such assignment unless</u> one of the following conditions is met:
  - 1. Flight(s) or position(s) are cancelled from the assigned or self-assigned sequence
  - There are no other Reserves legal to cover an open partial or full sequence(s) in Open Time without causing a delay. A Reserve(s) legal to fly the uncovered assignment(s) will be removed from the previously assigned or self-assigned sequence in reverse seniority order.
- 2. Flying Preferences

Reserves may notify Crew Scheduling of their preferences with regard to reserve assignments. The preferences(s) in effect when Crew Scheduling generates the Reserve Assignment List (LTFA) will apply. If a Reserve does not state a preference in any category, it will be assumed that s/he has no preference in that category.

The following preferences will be accepted electronically through the Inflight website and will remain in effect until changed. Such preferences cannot be altered from 2:00 PM to 6:00 PM PT daily.

- a. First Out ("Fly");
- b. Last Out ("Pass");
- c. <u>Night Flying: A sequence or a part of a sequence that operates between 11:00 PM and 4:29 AM (local time);</u>
- d. LAX co-term: The preferred order of co-terminal assignments for LAX-domiciled Flight Attendants.
- e. <u>"4k" preference to opt in to Long Stage Length Duty Period(s).</u>
- 3. Low Time First Available (LTFA):

Within each reserve classification and days of availability, the LTFA list will be ordered with Reserves with the least amount of TFP flown or credited as a Reserve in the bid month (low time) //.

- 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, by default the Reserve with the lowest time will receive the highesttime assignment from the available assignments that are within her/his Reserve classification and days of availability <u>at the time of assignment</u>. The order or assignment will be altered by the preferences listed in E.2., above, and assigned according to E.4., below.
- c. When more than one (1) Reserve returns to domicile on the same flight that day and is legal for an additional assignment in that duty period, the Reserve with the least amount of TFP flown or credited, as a Reserve in the bid month, will be used first.
- 4. Assignment of Open Sequences/Assignments

<u>Crew Scheduling will generate the Reserve Assignment List (LTFA) and will assign legal Reserves who have</u> not already self-assigned within the same classification (AM/PM/ER) and with the same number of days of availability in the following order:

- a. <u>Among Flight Attendants with equal TFP flown or credited in the bid month:</u>
  - 1. <u>Flight Attendants who have preferenced "Fly" (default preference) in seniority order (most senior first); then</u>



- 2. Flight Attendants who have preferenced "Pass" in inverse seniority order (most junior first).
- b. Among Flight Attendants with unequal TFP flown or credited in the bid month:
  - 1. Flight Attendants who have preferenced "Fly" (default preference) in LTFA order; then
  - 2. Flight Attendants who have preferenced "Pass" in LTFA order.
- c. <u>Within "Fly" and "Pass" preferences in the order below:</u>
  - 1. Night Flying
  - 2. <u>4k</u>
  - 3. LAX co-term (for LAX domiciled Flight Attendants)
- d. <u>Lineholders who have picked up Reserve day(s) and who have not opted into the LTFA.</u>, listed in inverse seniority order (11.H.3.d. [Reserve Exchange of Days...], below) following all other Reserves within the same classification (AM/PM/ER) and with the same number of days of availability.

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5. If a duty period overlaps midnight (12:00 AM) at month-end, the flying in that duty period will not be counted for purposes of creating the <u>Reserve Assignment List (LTFA)</u> in the new month.

//

- 6. 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 <u>Reserve Assignment List (LTFA)</u> in the new month; flying in any duty period that begins in the new month will be counted for purposes of creating the <u>Reserve Assignment List (LTFA)</u> in the new month.
- A Reserve returning from day(s) off will be placed on the <u>Reserve Assignment list (LTFA)</u> for her/his reserve classification and days of availability in <u>accordance with E.4., above. //</u>
- 8. Except as provided in <u>E.9.</u>, below, <u>or E.5.</u>, <u>above</u>, 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.
- 9. Order of Assignment may be adjusted to prevent JA'ing; to avoid exceeding the APSB monthly maximum in F.14. [Airport Standby], below; // to avoid a conflict with a scheduled sequence in the new month and/or to conduct a probationary check ride or probationary observation flight (Section 7.E. [Probationary Check Ride...]). Crew Scheduling will assign Reserves in LTFA order as modified by LTFA preferences or reverse seniority order for Lineholder opt-out; if a Reserve is otherwise assigned out of order for any other reason, s/he will receive one and one-half times (1.5x) the trip rate for all TFP flown or credited, or for APSB of which one-half times (0.5x) will be paid above guarantee.
- 10. If a Reserve picks up additional reserve day(s), any TFP flown or credited will count toward the Reserve Assignment List (LTFA). //
- 11. Sequences from Open Time will be assigned to Reserves no earlier than // <u>2:00 PM PT</u> the day prior to the check-in for the sequence.
- 12. 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. <u>This provision does not apply to a self-assigned Reserve, who will fly and work the position to which s/he self-assigned.</u>
- 13. Posting of the Reserve Assignment Lists (LTFA). //

The <u>Reserve Assignment Lists (LTFA) will be available in real time and accessible through the Flight Attendant</u> website. //

- a. <u>Flight Attendants may call Crew Scheduling to receive up-to-date information about the Reserve</u> <u>Assignment Lists (LTFA). This right to call does not relieve a Reserve from the responsibilities outlined in</u> <u>this Section.</u>
- b. <u>If a Reserve initiates contact with Crew Scheduling during rest, on a day off, or at any time at which the Reserve would not otherwise be required to be contactable in order to inquire about the Reserve Assignment Lists (LTFA), Crew Scheduling will not use the contact for scheduling purposes.</u>



- c. <u>Should the electronic Reserve Assignment Lists (LTFA) be unavailable for any reason, management will</u> work with the Information Technology (IT) department to restore access as quickly as possible. Flight <u>Attendants will retain the right to contact Crew Scheduling to receive the most up-to-date information</u> <u>about the Reserve Assignment Lists (LTFA) during the outage.</u>
- F. AIRPORT STANDBY
  - 1. Airport Standby (APSB) may be assigned to any Reserve, provided that the assignment complies with <u>F.5.</u> below. <u>APSB</u> will not be assigned mid-sequence.
  - 2. // Reserves may be assigned APSB at more than one (1) 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.
    - c. 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. // S/he may leave the APSB area, but must remain contactable and must respond within five minutes (:05) of the completion of Crew Scheduling's call.
  - 4. APSB is duty time for purposes of per diem and compensation under <u>F.11.</u> and <u>F.12.</u>, below, and duty day limitations under <u>F.9.</u> and <u>F.10.</u>, below, will begin when the Reserve is scheduled to report or actually scans in to sit APSB, whichever is later, unless the assignment to APSB was made as part of a continuation of duty; or by mutual agreement. If the Reserve receives less than two (2) hours' notification of an APSB assignment, her/his duty time will begin when s/he scans in to sit APSB.
  - 5. The maximum time assigned to APSB will not exceed <u>five (5)</u> consecutive hours per duty period. APSB Reserves may be assigned a sequence <u>with a scheduled departure time no later than one (1) hour after the end of the APSB period.</u> // 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 noon (12:00 PM).
    - b. A PM Reserve may not be assigned an APSB period that ends after <u>11:59</u> PM.
    - c. An ER may be assigned to any APSB period.
  - 6. Pre-assignment of APSB Reserves.

Crew <u>Scheduling</u> may assign a Reserve to <u>sit APSB that is scheduled to end no more than one (1) hour prior</u> to a sequence assignment. The APSB will fly that sequence unless the needs of the operation (e.g. short notice sick call, misconnect, no show, etc.) require that the APSB be assigned to a different sequence.

- 7. When a Reserve is released from APSB duty without a sequence assignment, s/he will be released into domicile rest. //
- 8. <u>APSB Pre-Boarding</u>

An APSB Reserve may be assigned to assist with <u>pre-</u>boarding without being assigned to a flight. There is no additional compensation for <u>pre-</u>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 <u>pre-</u>boarding a flight and will be paid the one-half (0.5) TFP. <u>(Section 21.S. [Pre-Boarding Compensation])</u>

9. APSB Duty Day

An APSB Reserve may not be given an initial flight assignment with a scheduled duty day exceeding ten hours and thirty minutes (10:30) <u>unless s/he opts to accept a Long Stage Length Duty Period</u>. The scheduled duty period of an APSB, including time spent on APSB plus any flight assignment(s), may not exceed twelve hours and thirty minutes (12:30) as measured from initial report to release into legal crew rest. //

10. APSB Compensatory Rest

At the termination of the // reserve assignment at the home domicile, the APSB // Reserve must have rest equal to double the time spent on duty on the day the duty exceeds twelve hours and thirty minutes (12:30).



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. APSB Compensation

Compensation will be one-tenth (0.1) TFP for each six minutes (:06) of APSB up to the maximum of <u>five (5.0)</u> <u>TFP</u> 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 five <u>(5.0)</u> <u>TFP</u> per duty period for any APSB period(s) completed without receiving a flight assignment.

12. APSB Per Diem

Per diem begins at scan-in or scheduled report time for APSB, whichever is later <u>except as outlined in F.4.,</u> <u>above</u>, 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<u>d</u> into legal crew rest at domicile.

13. APSB on Duty at 4:29 AM

If an APSB Reserve is given an assignment that requires her/him to be on duty at 4:29 AM local domicile time in the first duty period, s/he will be compensated one and one-half times (1.5x) the trip rate for all TFP flown or credited or APSB in that duty period of which one-half times (0.5x) the trip rate will be paid above guarantee.

14. APSB Maximum Assignments

A Reserve may be assigned, excluding self-assignment, APSB no more than four (4) times in a bid month, unless s/he is the only Reserve in the domicile who is legal and available to accept the assignment. If Crew Scheduling assigns a Reserve to APSB to a fifth (5<sup>th</sup>) or subsequent APSB period during the bid month, the Reserve will be compensated one and one-half times (1.5x) the trip rate for all TFP flown or credited or APSB in that duty period of which one-half times (0.5x) the trip rate will be paid above guarantee.

15. APSB Self-Assigning Open Time

All known APSB assignments will be placed into Open Time no later than 10:00 AM PT the day prior to the assignment and made available for self-assignment by Reserves in accordance with E.1. [Order of Assignment], above.

- G. <u>RESERVE</u> COMPENSATION
  - Reserves will be paid the greater of <u>a monthly guarantee equal to</u> five (5.0) TFP for each day of Reserve availability // or the actual TFP flown or credited <u>while on reserve availability</u>. A Reserve who calls in sick on a reserve day will have five (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.
  - Reserves will be paid an additional <u>two dollars and fifty cents</u> (\$2.50) for each TFP actually flown on a reserve day.
  - 3. Reserve days or sequences flown on days off will be paid above the Reserve's guarantee.
  - 4. <u>Picking Up Reserve Day(s)</u>

A Flight Attendant who picks up a reserve day and does not fly will be paid five (5.0) TFP per day <u>in addition</u> to all other compensation. If a multiday 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 the greater of five (5.0) TFP or the TFP of flights flown on that day, <u>on a day-by-day basis</u>.

5. <u>Reserve Show/No-Go</u>

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 (3.0) 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" (three (3.0) TFP) plus any APSB, or the TFP value of the reassignment plus any APSB.



6. <u>Reserve Go-Around</u>

<u>A Reserve who flies a "go-around" in a duty period will be credited TFP in an application no less favorable than that applied to a Lineholder who flies the same segment(s).</u>

7. <u>Reserve TFP Compensation Towards vs. Above Guarantee</u>

Unless specifically outlined elsewhere in the CBA, all TFP compensation on a reserve day (including but not limited to block and ground delay pay, Minimum Pay Rules, Stranded Pay, etc.) is paid towards the reserve guarantee. A Reserve who breaks guarantee will be paid above guarantee for any TFP flown or credited over the guarantee. All other provisions of this Section apply.

8. <u>Reserve Premium(s) Application</u>

Unless specifically outlined elsewhere in the CBA, if a Reserve is due premium pay, s/he will be compensated as follows:

- a. <u>One and one-half times (1.5x) the trip rate:</u> <u>Straight Time credited towards the guarantee and one-half times (0.5x) the trip rate paid above guarantee.</u>
- b. <u>Two times (2.0x) the trip rate: Straight Time credited towards the guarantee and one times (1.0x) the trip rate paid above guarantee.</u>
- c. <u>Two and one-half times (2.5x) the trip rate: Straight Time credited towards the guarantee and one and one-half times (1.5x) the trip rate paid above guarantee.</u>
- d. <u>Three times (3.0x) the trip rate: Straight Time credited towards the guarantee and two times (2.0x) the trip rate paid above guarantee.</u>
- 9. <u>Airport Standby Compensation</u>

See F.11. [Airport Standby], above.

- H. <u>RESERVE</u> EXCHANGE OF DAYS, PICK-UPS AND TRADES
  - 1. <u>Reserve Day / Blocks</u>
    - a. 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 (1) day block(s) not on the Reserve's original line will be an ER day.
    - b. If a Lineholder picks up a single reserve day, it will be an ER day.
    - c. All trades or pick-ups of reserve day(s) must be within the Flight Attendant's domicile.
  - A Reserve may pick up sequences or reserve day(s) from another Flight Attendant or from Open Time, // and may bid for and be awarded charters // that operate entirely outside her/his reserve availability period //. Except for self-assignments from Open Time, s/he cannot pick up sequences that operate during her reserve availability period. // Picked up sequences(s) // will not count towards her/his maximum TFP duty limitations under Section 8.P. [Monthly Maximum...] or for purposes of determining order of assignment on scheduled days of reserve, except as provided in E.4. [Order of Assignment], above.
  - 3. Traded or Given Away Reserve Days.
    - a. A Reserve may give away entire blocks of reserve days at any time.
    - b. A Reserve (or a Lineholder who picks up a block(s) of reserve days) may give away less than an entire block (1, 2, 3, 4 or 5 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 (1) 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 (no "donut holes").
      - 1. The repositioning of one or more reserve day(s), as provided for in <u>11.J. [Reserve Reposition]</u>, below, does not count toward the // monthly limitation.
      - 2. A Lineholder who picks up a block of reserve days may not trade less than the entire block.
    - c. <u>Reserve trades, pick-ups and drops of reserve day(s) must be submitted no later than 10:00 AM PT the day prior to the reserve day(s) being traded per Section 12.C.6. [Trading Procedures].</u>



- d. <u>A Lineholder who picks up a single reserve day or a block of reserve days may opt into the LTFA. A Lineholder who picks up Sick Leave Make-Up Reserve days may also opt into (or by default opt out of) the LTFA. If a Lineholder does not opt into the LTFA then s/he will be placed at the bottom of the low time position list for the call type (AM/PM/ER) and day(s) of availability in inverse seniority order of Lineholders picking up reserve day(s) who have also not opted in to LTFA on that day.</u>
- 4. Reserves are entitled to unlimited trading of reserve days provided that the traded day(s) 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 reserve 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 an AM/PM reserve day directly in front of it in the same block. // The ER days will not count towards one of the two (2) conversions in Section 11.C.3. [Classification of Reserves].
- 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. A Reserve may reposition one or more day(s) from her/his block(s) any number of times during the reserve month within <u>CFR</u> legalities subject to the following requirements:
  - a. Adequacy of staffing as indicated on the reserve repositioning calendar // ; and
  - b. If the day(s) are repositioned next to existing day(s) or block(s), they become part of a single block.
- 7. <u>All reserve trades and repositioning will be automated and processed in real time in the crew management system.</u>

//

- Once a Reserve self-assigns or receives an assignment, including APSB, s/he may trade it with or give it away to another Reserve or trade it with Open Time for an assignment requiring the same number of day(s) of availability and classification of reserve (AM/PM/ER) and that operates on the same day(s). S/he may not give the assignment to a Lineholder.
  - a. The Reserve giving away the sequence will go back on the LTFA list.
  - b. <u>Reserve(s) may waive her/his domicile rest down to no less than nine hours (9:00) release to report in accordance with CFR scheduled rest requirements. If operationally reduced rest falls below any CFR required rest period the Reserve will be removed from sufficient flights to resolve the CFR illegality.</u>
  - c. <u>A Reserve may not trade a sequence to another Reserve if the trade causes that Flight Attendant to exceed ten (10.0) TFP above her/his monthly guarantee.</u>
  - d. <u>Reserves may trade "sequence for sequence" within the same classification of reserve (AM/PM/ER) and</u> equal number of day(s) of availability up to departure time of the earliest traded sequence. However, there is no ability to complete the trade if day(s) are not equal or to split a reserve sequence.
  - e. <u>The trade or give-away will be granted unless doing so would cause an illegality (CFR) or delay in boarding. If the trade request is made less than one hour (1:00) to departure, the trade will be processed only if Crew Scheduling has the capacity to handle the request.</u>
- I. RESERVE CROSS-UTLIZATION BETWEEN OR AMONG DOMICILES

Reserves may be cross-utilized between or among domiciles, provided that applicable deadhead rates will apply when a reserve is required to deadhead to or from her/his domicile (Sections 21.L. [Deadhead Compensation] and 28.A. [Rules Governing Multiple Domiciles]).

- J. <u>RESERVE REPOSITIONING</u>
  - 1. Adequate Reserve Coverage (ARC)

The number of AM and PM reserves by day at a domicile required to reasonably ensure scheduling reliability during normal operations. ARC will be based on historical data considering, among other things, weekdays, weekends and holidays. The ARC for each day of the bid month will be posted by Crew Scheduling but is subject to change based on operational requirements. Each domicile will have a separate AM and PM ARC by calendar day. ER is counted as both AM and PM for purposes of the ARC. For purpose of the ARC only multi-day Reserves will be included in the count.



2. <u>Repositioning Calendar</u>

<u>Crew Scheduling will maintain a calendar for each bid month by domicile showing the AM and PM ARC by calendar day.</u> The calendar will also show the number of AM and PM Reserves available by calendar day. The calendar will be posted on the Flight Attendant website. It will be maintained in real time and available for viewing no later than 6:00 PM PT the day prior to Open Time trading commencing in the applicable domicile.

- 3. <u>Repositioning Process</u>
  - a. <u>Reserve repositioning will commence at the same time as Open Time trading in the applicable domicile.</u>
  - If reserve availability for either AM or PM Reserves in a domicile is greater than the corresponding ARC for that day then the day will be considered open for repositioning for that classification.
     Example:

March 10<sup>th</sup> AM Seattle ARC is 45 and PM Seattle ARC is 25. If there are 47 AM Reserves and 20 PM Reserves, then AM is open for repositioning and PM is closed for that day in Seattle.

- c. <u>Repositioning out of an open day(s) (AM or PM) will be approved through automation.</u>
- d. <u>A Reserve may reposition an ER day(s) if both AM and PM are open on the day(s) out of which the Reserve is repositioning.</u>
- e. <u>Repositioning out of a closed day(s) (AM or PM) may be requested, and may be approved at the discretion</u> of Crew Scheduling.
- f. <u>A Reserve may reposition reserve day(s) from the beginning or end of a block of reserve day(s) but must</u> reposition to attach to an existing block of reserve day(s).
- g. <u>A block of a single reserve day may not be created due to repositioning through automation.</u>
- h. <u>Automated repositioning must be done prior to the commencement of the reserve block being</u> repositioned.
- K. <u>RESERVE LONG STAGE LENGTH DUTY PERIOD (\*4K") ASSIGNMENTS</u> See Sections 10.DD.7., 10.DD.10. and 10.DD.11. [Long Stage Length...].



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

No.

2. <u>May</u> 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 hours (14:00), but only in the event of a No Show or sick call with less than three hours' (3:00) 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. <u>Does a Reserve receive all of the Minimum Pay Rules in Section 21.D. [Minimum Pay Rules] on a</u> 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, <u>all premium pay provisions are no longer split between</u> towards and above guarantee. They are all paid above her/his guarantee (similar to a Lineholder). The reserve premium of two dollars and fifty cents (\$2.50) is always paid on all TFP flown when flying on a reserve assignment regardless if s/he has met her/his guarantee.

#### 5. May a Reserve fly a sequence with a Long Stage Length Duty Period?

Yes, if Crew Scheduling notifies the Reserve of a sequence containing a Long Stage Length Duty Period and the Reserve accepts (opts into) the assignment.

Yes, if the Reserve self-assigns a sequence with a Long State Length Duty Period.

## 6. As a Reserve can I be assigned a Long Stage Length Duty Period?

See Sections 10.DD.9. [Long Stage Length...] and 10.DD.10 [Long Stage Length...].

Yes, if within three hours (3:00) of departure (two hours (2:00) of scheduled Check-in).

However, if a Reserve has preferenced a 4k sequence on the LTFA list, s/he must accept a 4k sequence even if it is more than three hours (3:00) prior to departure.

If the Reserve has not preferenced a 4k sequence, s/he may be offered but is not obligated to accept a 4k sequence if it is more than three hours (3:00) prior to departure.

<u>Crew Scheduling may reconfigure the sequence consistent with Section 8.E. [Duty Period] to make all duty</u> periods equal to or less than ten hours and thirty minutes (10:30) prior to assignment, offer the sequence as Premium Open Time or move onto the next Reserve legal to fly the sequence in the appropriate order of assignment within the same number of day(s) of availability and classification.

#### 7. How are reserve sequences traded?

Reserves may trade "sequence for sequence" within the same classification of reserve (AM/PM/ER) and equal number of day(s) of availability, however there is no ability to complete the trade if day(s) are not equal or to split a reserve sequence. See Section 11.H.8. [Reserve Exchange of Days...].

Example 1:

FA 1 has 3 day SJC/HNL (3 days of reserve availability remaining) FA 2 has 3 day FAI/ANC (3 days of reserve availability remaining) Approved. Reserves could trade the entire trip, including under 3 hours. Section 11.H.8. [Reserve Exchange of Days...].

Example 2:

<u>FA 1 has 3 day SJC/HNL (3 days of reserve availability)</u> <u>FA 2 has 3 day FAI/ANC (4 days of reserve availability)</u> <u>Declined. Trade declined due to reserve day availability not equal amongst the two Flight Attendants.</u>



### A. UNLIMITED TRADING

Flight Attendants are entitled to unlimited sequence trades, pick-ups and give-aways to other Flight Attendants (regardless of how the sequence was originally obtained) per month //. Flight Attendants are also entitled to an unlimited number of sequence trades, pick-ups and drops with Open Time (OT) subject to requirements for // limited Open Time days and the provisions of //12.C. [Trading Procedures], 12.E. [Open Time] and 12.F. [Open Time Trial], below.

B. <u>TYPES OF TRADES</u>

// A Flight Attendant may trade vacations, reserve months, lines of time, sequences, Junior Available (JA) assignments, // OT assignments, reserve days, and Company-required training, excluding Recurrent Training (RT), with other Flight Attendants or Reserve Flight Attendants which will count toward her/his maximum hourly credits.

- C. TRADING PROCEDURES
  - //The Company will provide and maintain a real-time electronic system for processing sequence trades, pickups, drops and give-aways. Specific layover hotel information will be listed for all sequences. The system will support at least the second to most recent version, in addition to the prior two versions of Internet Explorer (or any subsequent Microsoft platform), Safari (or any subsequent Apple platform), Android (or any subsequent Google platform), and the Company will make a good faith effort (taking into account excessive cost and availability) to ensure such system is accessible from at least one other commonly used web browser that is compatible with a mobile device.
  - Flight Attendant-to-Flight Attendant and Open Time trades, pick-ups, drops and give-aways of sequences and reserve days (including repositioning of reserve days) will begin simultaneously on the fifteenth (15<sup>th</sup>) of the month prior to the month in which the flying will occur. Out of domicile trades, pick-ups, drops and giveaways begin on the seventeenth (17<sup>th</sup>) for the following month.
  - 3. Access to trading will begin at the following times within each domiciles:

<u>9:00 AM</u>	PT
9:00 AM	PT
10:00 AM	PT
<u>11:00 AM</u>	<u>PT</u>
<u>12:00 PM</u>	<u>PT</u>
<u>2:00 PM</u>	<u>PT</u>
	9:00 AM 10:00 AM 11:00 AM 12:00 PM

- If a new domicile is opened while this agreement in in effect, that domicile will open for trading beginning at <u>9:0010:00</u> AM PT, and each additional new domicile will open on the next hour (e.g. <u>10:0011:00</u> AM PT, <u>11:0012:00</u> AM PT, etc.).
- 5. <u>Sequence trades, pick-ups, drops and give-aways between Flight Attendants and with Open Time must be</u> <u>submitted at least // three (3) hours prior to the first flight unless it is a Jet Bridge Trade per C.7., below, or</u> <u>reserve trade per Section 11.H.8. [Reserve Exchange of Days...]. //</u>
- 6. <u>Reserve trades, pick-ups and give-aways of reserve day(s) must be submitted no later than 10:00 AM PT the day prior to the reserve day(s) being traded.</u>
- Jet Bridge Trades: Flight Attendants may trade or give-away a sequence or portion of a sequence at any station no earlier than three hours (3:00) prior to departure for domestic and international flights. Out of domicile Jet Bridge Trades will count towards the out of domicile pick-up limitations per 12.H [Out of Domicile...].
  - a. <u>A Flight Attendant accepting the trade must be physically present in the city where the flight is departing</u> <u>from and must accept responsibility for covering the flight.</u>
  - b. <u>The Jet Bridge Trade will apply to any (or all) leg(s) of a sequence and must encompass the remainder</u> <u>of the sequence involved.</u>
  - c. <u>The trade or give-away will be granted unless doing so would cause an illegality (CFR) or delay in boarding.</u>
  - d. If the Jet Bridge Trade request is made less than one hour (1:00) to departure, trades will be processed only if Crew Scheduling has the capacity to handle the request.



- e. If the duty encompassing the Jet Bridge Trade contains ten hours and thirty minutes (10:30) or less, all language in this agreement regarding such duty limitations will apply. If scheduled duty of ten hours and thirty minutes (10:30) or less subsequently exceeds twelve hours and thirty minutes (12:30) due to irregular operations the following provisions in Sections 8.F. [Over-Duty Pay], 8.G. [Fourteen Hour (14:00) Duty...], and/or 8.H. [Compensatory (Double-Out) Rest] will apply.
- f. If such duty is scheduled for more than ten hours and thirty minutes (10:30) then the Flight Attendant(s) will be considered to have waived all duty limitations and premium pay triggered by exceeding ten hours and thirty minutes (10:30).
- g. <u>The four TFP (4.0) Duty Period Minimum (DPM) (Section 21.D. [Minimum Pay Rules]) in a duty period</u> <u>split by a Jet Bridge Trade will not apply, otherwise the DPM will be retained in all other duty periods.</u>
- h. <u>The Multiday Sequence Minimum (MSM) and Average Duty Period Guarantee (ADPG) will no longer apply</u> to a sequence split by a Jet Bridge Trade. The MSM and ADPG will continue to apply for a sequence traded in its entirety that has never been split as a SIP or Jet Bridge Trade.
- i. <u>Sit Pay will apply to an entire sequence or portion of a sequence traded as a Jet Bridge Trade.</u>
- j. The Extended Overnight Rule (EOR) is retained in all duty periods not split by a Jet Bridge Trade.
- k. <u>The total per diem for a sequence that is split by a Jet Bridge Trade will not be reduced. It will be distributed according to the guidelines below:</u>
  - 1. <u>The inbound Flight Attendant's per diem will start at the beginning of her/his sequence one hour</u> (1:00) prior to departure of the first flight and end forty-five minutes (:45) prior to the departure of the outbound flight given away in the Jet Bridge Trade.
  - 2. <u>The outbound Flight Attendant's per diem will begin forty-five minutes (:45) prior to the departure of the outbound flight picked up in the Jet Bridge Trade and the per diem will end at the release of her/his portion of the sequence.</u>
  - 3. Paragraph k.2. above will apply to any subsequent Jet Bridge Trade affecting the same sequence.
  - 4. For Flight Attendants engaging in Jet Bridge Trading involving a sequence for sequence trade, the above will not apply. The per diem for both sequences will not be affected.
  - 5. <u>If a RON is involved in a Jet Bridge Trade, by default, the hotel reservation will remain with the inbound Flight Attendant.</u>
- 8. <u>No sequence trading or trading of reserve day(s) or block(s) involving the last five (5) days of the current</u> month will be allowed during the line award process.
- 9. <u>A Flight Attendant will not lose the ability to trade, pick-up, drop or give away sequences as disciplinary action</u> <u>//.</u>
- 10. <u>Base Turns will be governed by the provisions in Section 8.T. [Base Turns]</u>. Each of the sequences that are combined to create the Base Turn may be traded up to three hours (3:00) prior to the first flight of each sequence unless traded as a Jet Bridge Trade.
- D. <u>CREW SCHEDULING ACCESS TO FLIGHT ATTENDANT SEQUENCES POSTED TO BULLETIN BOARD</u>

<u>Crew Scheduling may remove a sequence(s) from the Flight Attendant-to-Flight Attendant Bulletin Board for</u> assignment to a Reserve(s) under the following conditions:

- 1. <u>Such sequence(s) is (are) removed no earlier than 2:00 PM PT the day prior and no later than three hours</u> (3:00) prior to departure except as provided for in Section 7.F.1.c. ["Job Familiarization" Flights...].
- 2. <u>Crew Scheduling will review the comments field of each sequence(s) removed and will call a Flight Attendant</u> <u>at any number provided when notification is requested by the Flight Attendant.</u>
- 3. <u>No Personal Drop(s) for the same number of day(s) may be withheld at the time the sequence(s) is (are)</u> removed.
- Sequences will be removed from the Flight Attendants who have posted sequences of the same number of day(s) in seniority order amongst Flight Attendants who have sequences posted at the time Crew Scheduling reviews such sequences.
- 5. If a sequence is removed from a Flight Attendant's line of time under these circumstances, the day(s) affected will not be considered a Personal Drop.



6. <u>If a sequence is removed from a Flight Attendant's line, the sequence may not be placed back on her/his line</u> <u>as a result of Crew Scheduling's error.</u>

### E. OPEN TIME

- 1. Following the awarding of bid lines, all uncovered sequences or portions of sequences including but not limited to sick calls, Management Drop(s), Personal Drop(s), leaves of absence, jury duty and bereavement leave will immediately be placed into OT and made available to Flight Attendants for pick-up or trade, except that:
  - a. <u>Once the Reserve self-assigning process begins at 10:00 AM PT per Section 11.E.1.a. [Reserve Self-Assignment]</u>, the following provisions will be in effect for OT sequences that report on the subsequent calendar day:
    - 1. <u>Sequences coded TO or CP may be picked up or traded for greater, the same or fewer number of days regardless of whether the "threshold sequence number" per F.3., below, has been met.</u>
    - 2. <u>Regardless of whether the "threshold sequence number" has been met, no new TO coded sequences</u> <u>may be created.</u>
    - 3. <u>Trading of all sequences coded other than TO or CP must be traded day for day or greater.</u>
  - b. <u>Crew Scheduling may remove sequences from OT no earlier than 2:00 PM PT for reserve assignments for the following day except as provided for in Section 7.F.1.a. ["Job Familiarization" Flights...]. Any sequence not assigned to a Reserve by 6:00 PM PT will be returned to OT. Any sequences that become available after 2:00 PM PT will be subject to the withholding provisions of 1.d., below.</u>
  - c. <u>Crew Scheduling may remove sequences from OT no earlier than midnight (12:00 AM) PT the day prior</u> to the sequence departure for JA assignments. However, withheld sequences are still subject to 1.d., <u>below.</u>
  - d. Crew Scheduling may withhold a sequence from OT for up to fifteen minutes (:15) when necessary to determine a Like Sequence pursuant to Section 10.R. [Reassignments] and 12.J. [Crew Scheduling Trading Errors], or a Reserve or JA assignment. This includes sequences that become available between 2:01 PM PT and 6:00 PM PT the day prior to report. If Crew Scheduling does not assign the sequence within fifteen minutes (:15) but neglects to return it to OT, a Flight Attendant may contact Crew Scheduling and request the trade/pick-up on a first-come, first-served basis. If the Flight Attendant then flies the sequence, s/he will be paid one (1.0) TFP in addition to all applicable compensation.
  - e. <u>If a partial sequence is created as a result of an anticipated equipment upgrade ("negative" sequence),</u> <u>such sequence may be withheld from Open Time, but must be made into a legal sequence and placed</u> <u>into Open Time no later than midnight (12:00 AM) PT on the calendar day prior to check-in.</u>
- F. OPEN TIME TRIAL

<u>Purpose: To create a better, more equitable trading system that increases Flight Attendants' flexibility in modifying their schedules and to improve predictability of staffing and limit the impact of sequence drops to OT on reserve coverage.</u>

<u>Communication: The parties will coordinate communications on the implementation and trial of the new Open</u> <u>Time process while the new process is evaluated.</u>

Successor crew tracking system: Open Time sequence reason codes designated in this Section may be renamed in a successor system but will retain the same meaning relative to each other within that system.

- 1. Commencement of Open Time Trading
  - a. <u>When OT opens for Flight Attendant trades, pick-ups and drops on the fifteenth (15th) of the month prior</u> to the affected bid month, no day(s) will be "limited".
  - b. Out of domicile trades, pick-ups or drops begin on the seventeenth (17th) for the following month.
- 2. Methodology for counting of sequences toward the "threshold sequence number":
  - a. <u>OT will be monitored on a real-time basis and all sequences in OT will be assigned a reason code per</u> <u>F.6., below, indicating how each sequence got into OT (e.g. drop (DD), coupon drop (CP), sick leave</u> (SL), "open" trade (TO), "limited" trade (TX), etc.).
  - b. <u>Only those sequences coded DD (drops into OT), TO ("open" trades with OT) or CP (Coupon Drops) will</u> <u>count towards the "threshold sequence number". Such designations may be renamed in a successor</u> <u>trading system but will retain the same meaning within that system.</u>



- c. If a trip is coded DD, TO or CP, then only the first (1st) date of the sequence (i.e. date of sequence report) will be counted.
- 3. Threshold Sequence Number Determination

"Threshold sequence number" at each domicile will be determined monthly based on the number of Flight Attendants in each domicile's entire seniority list as provided below:

- a. Up to 649 domicile FAs = 3 daily sequence departures
- b. <u>650 FAs</u> = 4 daily sequence departures
- c. <u>Every additional 200 FAs</u> = 1 additional daily sequence departure. Example: SEA has 1896 FAs. Threshold sequence number is ten (10).
- d. <u>A minimum of three (3) daily sequence departures at each domicile regardless of domicile Flight Attendant</u> population.
- 4. <u>A Flight Attendant has the ability to reduce her/his schedule by a net maximum of forty (40.0) TFP (twenty (20.0) TFP for a low-bid option Flight Attendant) as a result of drops or trades with OT each bid month. There are no restrictions on how many TFP may be given away to other Flight Attendants (examples are provided in the Section 12 Addendum).</u>
- On any OT day that is not "limited" per F.7., below, all sequences with that date of report may be picked up, traded or dropped into OT without respect to the number of flights, the number of days and/or duty periods, TFP credit or other parameters contained in the sequence.
- 6. <u>Coding of Open Time Sequences:</u>
  - a. <u>Sequences dropped into OT will be coded as DD and sequences traded into OT will be coded as TO until</u> the "threshold sequence number" based on date of report per 2.c., above, has been met or exceeded.
  - b. <u>Sequences coded DD, TO or CP may always be traded with a sequence of greater, the same or fewer</u> number of days, even on OT days that are "limited" per F.7., below.
  - c. <u>If the "threshold sequence number" has been met or exceeded, OT will become "limited" for that day</u> and trades with OT sequences reporting on that day coded other than DD, TO or CP will be coded TX.
  - d. If a sequence with a DD, TO or CP designation is picked up by a Flight Attendant, that sequence will no longer count toward the "threshold sequence number".
- 7. Limiting Open Time Days
  - a. <u>An OT day may be "limited" when the number of DD, TO and CP coded sequences sharing the same date</u> of report, either alone or combined, meets or exceeds the "threshold sequence number".
  - b. Any sequence in Open Time reporting on a day that is "limited" and is coded other than DD, TO or CP may only be traded for a sequence with the same date of report and the same or greater number of days except as provided for in 7.f., below.
  - c. If the date of report of a sequence a Flight Attendant wishes to drop is "limited" in OT, s/he may not drop that sequence into OT.
  - d. <u>A Flight Attendant may pick up a sequence from OT regardless of whether or not an OT day is "limited".</u>
  - e. <u>A Flight Attendant may trade a sequence on her/his schedule for a sequence in OT that is coded other</u> than DD, TO and CP, if the sequences share the same date of report and if the sequence s/he is trading into is the same or greater number of days as the sequence s/he is trading from her/his schedule.
  - f. A Flight Attendant may trade a sequence on her/his schedule for a sequence in OT that is coded other than DD, TO and CP, if the sequence s/he is trading into contains a greater number of days than the sequence s/he is trading from her/his schedule and covers the same dates, regardless of the date of departure.
- 8. Monitoring and Modifying Threshold Sequence Number During Trial
  - a. <u>Monitoring and implementation process will include sharing of a standard set of documentation, data and reports.</u>



- b. If analysis of the metrics below indicates that an increase in the "threshold sequence number" is sustainable by the operation, the parties agree to test an increase. If analysis of the metrics indicates a decrease is needed due to trip drop liability, the parties agree to test the decrease. Flight Attendants will be notified of the change(s) and the reason(s) for the change(s).
- c. <u>Monthly reports will be given to the Association per Section 27.Z. [Monthly Company Reporting</u> <u>Requirement].</u>
- d. <u>Metrics/Benchmarks: Including, but not exclusive of (and adjusted for population changes where appropriate):</u>
  - 1. Full-time employee equivalent (FTE) of premium flying (JA and Premium OT).
  - 2. <u>Tagging of Reserves adjusted.</u>
  - 3. <u>Percentage of Reserves for overall coverage.</u>
  - 4. Sick leave utilization.
  - 5. <u>Survey of FA population satisfaction with OT on a monthly basis, conducted by AFA.</u>
  - 6. Number of Lineholder reassignments.
  - 7. <u>Reserves credited in excess of one hundred and ten (110.0) TFP without pick-up.</u>
  - 8. <u>Several years' look-back on above metrics adjusting for seasonal variations.</u>
- e. <u>The "threshold sequence number" may be raised or lowered independently in each domicile by mutual</u> <u>agreement of the parties.</u>
- f. <u>The AFA MEC President with input from the Scheduling Chair, the Vice President of Inflight and the Vice</u> <u>President of Labor, or their respective designees, will resolve any unintended consequences in a timely</u> <u>manner.</u>
- 9. Cancellation of Open Time Trial

If the trial creates a liability that cannot be supported, either the Association or the Company may decide to end the Open Time Trial prior to twelve months (as indicated in F.10., below) provided the parties have attempted to modify the Threshold Sequence Number pursuant to F.8., above.

- a. Once the trial is ended by either party, the Open Time System will revert to the system in place in the 2006-2010 Flight Attendant Agreement as modified by the Arbitration award (AFA No. 6-99-2-18-11 ["Withholding Open Time" Award]). Going forward the OT system will be determined by Section 12 Exchange of Sequences: Back to Book. If reverting, the timeline for rolling back will be dictated by IT limitations.
- b. <u>Upon notice of cancelling the trial, the Association and the Company will immediately begin negotiations</u> on a successor Open Time System.
- 10. Trial Period
  - a. <u>Minimum trial period of twelve (12) months from the month of initial implementation (unless canceled earlier pursuant to F.9., above), which will be determined in the Contract Implementation Schedule. The trial period may be extended by mutual agreement.</u>
  - b. <u>If the OT Trial is neither cancelled per F.9.</u>, above, nor extended per 10.a., above, it will become the permanent OT process.
- G. <u>SEQUENCE INTERRUPTION POINT (SIP) SEQUENCES</u>
  - 1. <u>Flight Attendants may give away, pick-up, drop or trade on any SIP. The Flight Attendant is not required to</u> // remain with the aircraft until the relief Flight Attendant arrives.
  - All Minimum Pay Rules (Section 21.D. [Minimum Pay Rules]), except for the Average Duty Period Guarantee (ADPG) and Multiday Sequence Minimum (MSM), will apply to SIP'd trips. The four (4.0) TFP Duty Period Minimum (DPM) will be retained in all duty periods not affected by a SIP but will not apply to duty periods in which a SIP is affected.
  - Only those SIP'd sequences that the Company has put into OT will be eligible for all Minimum Pay Rules outlined in Section 21.D. [Minimum Pay Rules]. // The Company will identify those sequences that it has placed into OT. Reserve Flight Attendants will receive the four (4.0) TFP DPM regardless of the origin of a SIP'd sequence. //



# H. OUT OF DOMICILE TRADES, PICK-UPS, DROPS OR GIVE-AWAYS

// Flight Attendants may submit requests for out of domicile trades, pick-ups, drops or give-aways beginning on the seventeenth (17th) of the month prior to // the // bid month at 9:00 AM PT for all domiciles. Flight Attendants are limited to a combined total of two (2) out of domicile pick-ups (including charters) in a bid month. Flight Attendants are responsible for ensuring that sufficient time is allowed to position her-/himself for the sequence picked up.

# I. <u>RESERVE PICK-UPS AND REQUIRED REST</u>

(See also Section 11.H. [Reserve Exchange of Days...]).

- 1. <u>A Reserve may pick up a sequence that checks in at least nine hours and one minute (9:01) from the scheduled end of her/his reserve block. S/he may pick up a sequence that checks in at least nine hours and one minute (9:01) after her/his actual release time on the last day of a block but s/he cannot do so prior to her/his release.</u>
- 2. <u>A Reserve may pick up a sequence that releases at least nine hours (9:00) before the beginning of a reserve block.</u>
- 3. <u>The required rest in I.1. and I.2.</u>, above, is measured from release to report. To receive pay protection if s/he becomes illegal for the sequence following the reserve day or for the reserve day following the sequence, the Reserve must allow at least eleven hours and thirty minutes (11:30) of domicile rest measured from release to report.
- J. CREW SCHEDULING TRADING ERRORS

(For scheduling errors not involving sequence trades, pick-ups, drops and/or give-aways, see <u>Section 10.W.</u> [Scheduling Errors].)

All crew Scheduling errors involving sequence trades, pick-ups, drops, and/or give-aways will be resolved as follows:

- 1. <u>A double covered sequence is one that has been awarded simultaneously by sequence trading (e.g. by manual or system error) to two (2) Flight Attendants in the same position.</u>
  - a. <u>When a double covered sequence occurs, Crew Scheduling must offer a Like Sequence as well as the</u> <u>awarded sequence to the Flight Attendants in seniority order.</u>
  - b. <u>The most senior Flight Attendant has the first option as to which sequence to fly (i.e. the awarded sequence or the Like Sequence), and s/he also has the first option to not fly either sequence without pay protection.</u>
  - c. <u>If Crew Scheduling has no Like Sequence to offer, the senior Flight Attendant has the first option to either</u> not fly and s/her will receive pay protection pursuant to <u>Section 21.M. [Pay Protection]</u> or to fly the <u>awarded sequence.</u>
  - d. If either Flight Attendant chooses to not fly, the remaining Flight Attendant will fly the awarded sequence in that position.
- 2. If it is determined that a Flight Attendant should have been awarded a sequence trade and by awarding such trade results in two (2) Flight Attendants on the same sequence and in the same position but who were awarded the sequence at different times, Crew Scheduling will offer a choice between the awarded sequence and a Like Sequence to the Flight Attendant who should have been awarded the trade or pick-up at the time the trading error becomes known to Crew Scheduling (i.e. the most recently added Flight Attendant).
  - a. If the Flight Attendant declines the Like Sequence, s/he waives pay protection.
  - b. <u>If Crew Scheduling has no Like Sequence to offer, the Flight Attendant who was awarded the sequence</u> <u>first will fly the sequence and the other Flight Attendant will be pay protected pursuant to Section 21.M.</u> [Pay Protection].
- 3. <u>Crew Scheduling may refer to sequences in both Open time and Flight Attendant-to-Flight Attendant Trades</u> (Bulletin Board) for the purposes of offering a Like Sequence pursuant to this Section 12.J.



- 4. <u>A Flight Attendant who flies a Like Sequence pursuant to this Section 12.J will be guaranteed the value of the original sequence based on a day-for-day comparison. If flying the Like Sequence results in the Flight Attendant flying more than the original sequence, the flying in excess of the original sequence will be paid at one and one-half times (1.5x) the trip rate based on a day-for-day comparison. If the flying contains four (4) or more legs than the original sequence, the Flight Attendant will be paid at one and one-half (1.5x) the trip rate based on a day-for-day comparison. If the flying contains four (4) or more legs than the original sequence, the Flight Attendant will be paid at one and one-half (1.5x) the trip rate for the TFP value of the legs worked in excess of three (3) based on a day-for-day comparison, including surface deadhead. In no case will the Flight Attendant receive less than one (1.0) TFP paid at premium. The aforementioned provisions (flying vs. legs greater than scheduled) will not pyramid in accordance with Section 10.R.5.e. [Reassignments].</u>
- 5. <u>A Crew Scheduling trading error that becomes known subsequent to the operation of the sequence in question</u> or that is not otherwise outlined in this Section will be resolved pursuant to Section 10.W. [Scheduling Errors].



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

- Yes. Please refer to Sections 12.E.7. [Limiting Open Time Days] and 12.F.4. [Open Time Trial] 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?

// No. For sequences picked up or traded, you will receive only the No Show. Section 12.C.9. [Trading Procedures]

#### 3. Can I fly a sequence from another domicile?

Yes. Beginning on the <u>seventeenth</u> (<u>17<sup>th</sup></u>) of the month <u>prior to the bid month at 9:00 AM PT for all domiciles</u> a Flight Attendant can pick up a maximum of two sequences from another domicile. The Flight Attendant is responsible to position <u>her-/himself</u> for the sequence. Any request for out of domicile Open Time pick-ups must be submitted <u>three (3)</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. <u>Section 12.H. [Out of Domicile Trades...]</u>

4. 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.G. [Sequence Interruption Point...]

5. 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.G. [Sequence Interruption...]

#### 6. How much TFP can I drop into Open Time each bid month?

<u>A Flight Attendant will have the ability to reduce her/his schedule by a net maximum of forty (40.0) TFP (twenty (20.0) TFP for a low-bid option Flight Attendant) as a result of trading with Open Time each bid month. There are no restrictions on how many TFP can be given away to other Flight Attendants.</u>

Examples:

- a. Jane is awarded a line worth eighty (80.0) TFP. She can drop forty (40.0) TFP to Open Time, for a net line value of forty (40.0) TFP (80-40). If she chooses, she can give away any or all of her remaining TFP to other Flight Attendants.
- b. Joe is awarded a line worth ninety (90.0) TFP. He picks up ten (10.0) TFP from another Flight Attendant. He can drop forty (40.0) TFP to Open Time, for a net line value of sixty (60.0) TFP (90+10-40). If he chooses, he can give away any or all of his remaining TFP to other Flight Attendants.
- c. Julie is awarded a line worth eighty-five (85.0) TFP. She picks up twenty (20.0) TFP from Open Time. She can drop sixty (60.0) TFP to Open Time, for a net line value of forty-five (45.0) TFP (85+20-60). If she chooses, she can give away any or all of her remaining TFP to other Flight Attendants.
- d. Jack is awarded a line worth eighty (80.0) TFP. He picks up ten (10.0) TFP from another Flight Attendant and ten (10.0) TFP from Open Time. He can drop fifty (50.0) TFP to Open Time, for a net line value of fifty (50.0) TFP (80+10+10-50). If he chooses, he can give away any or all of his remaining TFP to other Flight Attendants.
- e. Jen is awarded a line worth eighty (80.0) TFP. She gives away sixty (60.0) TFP to another Flight Attendant. She can drop the remaining twenty (20.0) TFP to Open Time for a net line value of zero (0) TFP. She could also give any or all of the remaining TFP to other Flight Attendants.

#### 7. What is the deadline for Reserve trades, pick-ups and give-aways?

<u>Reserve trades, pick-ups and give-aways of reserve day(s) must be submitted no later than 10:00 AM PT the day</u> prior to the reserve day(s) being traded.

For example:

- a. <u>A Reserve may trade the first day of her/his block or the entire block if s/he submits the trade no later than</u> <u>10:00 AM PT the day prior to the block.</u>
- b. <u>A Reserve may trade the last two (2) days of a four (4) day block if s/he submits the trade no later than 10:00</u> <u>AM PT prior to the third (3<sup>rd</sup>) day of the block.</u>



# A. <u>UNLIMITED TRADING</u>

Flight Attendants are entitled to unlimited sequence trades, pick-ups and give-aways to other Flight Attendants (regardless of how the sequence was originally obtained) per month //. 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 12.F. [Trades with Open Time], below.

B. <u>TYPES OF TRADES</u>

// A Flight Attendant may trade vacations, reserve months, lines of time, sequences, Junior Available (JA) assignments, // OT assignments, reserve days, and Company-required training, excluding Recurrent Training (RT), with other Flight Attendants or Reserve Flight Attendants which will count toward her/his maximum hourly credits.

- C. TRADING PROCEDURES
  - The Company will provide and maintain a real-time electronic system for processing sequence trades, pickups and give-aways. Specific layover hotel information will be listed for all sequences. The system will support at least the second to most recent version, in addition to the prior two versions of Internet Explorer (or any subsequent Microsoft platform), Safari (or any subsequent Apple platform), Android (or any subsequent Google platform), and the Company will make a good faith effort (taking into account excessive cost and availability) to ensure such system is accessible from at least one other commonly used web browser that is compatible with a mobile device.
  - Flight Attendant-to-Flight Attendant trading, trading with OT and reserve Flight Attendant access to trading reserve days (including repositioning of reserve days) will begin simultaneously on the fifteenth (15th) of the month prior to the month in which the flying will occur. Out of domicile trades, pick-ups and give-aways begin on the seventeenth (17th) for the following month.
  - 3. Access to trading will begin at the following times within each domicile:

<u>SAN</u>	<u>9:00 AM</u>	<u>PT</u>
<u>SFO</u>	<u>9:00 AM</u>	PT
<u>PDX</u>	<u>10:00 AM</u>	<u>PT</u>
<u>ANC</u>	<u>11:00 AM</u>	<u>PT</u>
LAX	<u>12:00 PM</u>	<u>PT</u>
<u>SEA</u>	<u>2:00 PM</u>	<u>PT</u>

- If a new domicile is opened while this Agreement is in effect, that domicile will open for trading beginning at <u>9:0010:00</u> AM PT, and each additional new domicile will open on the next hour (e.g. <u>10:00</u>11:00 AM PT, <u>11:0012:00</u> AM PT etc.).
- 5. <u>Sequence trades, pick-ups and give-aways between Flight Attendants and with Open Time must be submitted</u> <u>at least // three (3) hours prior to the first flight unless it is a Jet Bridge Trade per C.7., below or reserve</u> <u>trade per Section 11.H.8. [Reserve Exchange of Days...]. //</u>
- 6. <u>Reserve trades, pick-ups and give-aways of reserve day(s) must be submitted no later than 10:00 AM PT the day prior to the reserve day(s) being traded.</u>
- Jet Bridge Trades: Flight Attendants may trade or give-away a sequence or portion of a sequence at any station no earlier than three hours (3:00) prior to departure for domestic and international flights. Out of domicile Jet Bridge Trades will count towards the out of domicile pick-up limitations per 12.H [Out of Domicile...].
  - a. <u>A Flight Attendant accepting the trade must be physically present in the city where the flight is departing</u> <u>from and must accept responsibility for covering the flight.</u>
  - b. <u>The Jet Bridge Trade will apply to any (or all) leg(s) of a sequence and must encompass the remainder</u> of the sequence involved.
  - c. <u>The trade or give-away will be granted unless doing so would cause an illegality (CFR) or delay in boarding.</u>
  - d. If the Jet Bridge Trade request is made less than one hour (1:00) to departure, trades will be processed only if Crew Scheduling has the capacity to handle the request.



- e. If the duty encompassing the Jet Bridge Trade contains ten hours and thirty minutes (10:30) or less, all language in this agreement regarding such duty limitations will apply. If scheduled duty of ten hours and thirty minutes (10:30) or less subsequently exceeds twelve hours and thirty minutes (12:30) due to irregular operations the following provisions in Sections 8.F. [Over-Duty Pay], 8.G. [Fourteen Hour (14:00) Duty...], and/or 8.H. [Compensatory (Double-Out) Rest] will apply.
- f. If such duty is scheduled for more than ten hours and thirty minutes (10:30) then the Flight Attendant(s) will be considered to have waived all duty limitations and premium pay triggered by exceeding ten hours and thirty minutes (10:30).
- g. <u>The four TFP (4.0) Duty Period Minimum (DPM) (Section 21.D. [Minimum Pay Rules]) in a duty period</u> <u>split by a Jet Bridge Trade will not apply, otherwise the DPM will be retained in all other duty periods.</u>
- h. The Multiday Sequence Minimum (MSM) and Average Duty Period Guarantee (ADPG) (Section 21.D. [Minimum Pay Rules]) will no longer apply to a sequence split by a Jet Bridge Trade. The MSM and ADPG will continue to apply for a sequence traded in its entirety that has never been split as a SIP or Jet Bridge Trade.
- i. <u>Sit Pay (Section 21.T. [Sit Pay]) will apply to an entire sequence or portion of a sequence traded as a Jet</u> <u>Bridge Trade.</u>
- j. <u>The total per diem for a sequence that is split by a Jet Bridge Trade will not be reduced. It will be distributed according to the guidelines below:</u>
  - 1. <u>The inbound Flight Attendant's per diem will start at the beginning of her/his sequence one (1) hour</u> prior to departure of the first flight and end forty-five minutes (:45) prior to the departure of the outbound flight given away in the Jet Bridge Trade.
  - The outbound Flight Attendant's per diem will begin forty-five minutes (:45) prior to the departure of the outbound flight picked up in the Jet Bridge Trade and the per diem will end at the release of her/his portion of the sequence.
  - 3. <u>Paragraph j.2.</u>, above, will apply to any subsequent Jet Bridge Trade affecting the same sequence.
  - 4. For Flight Attendants engaging in Jet Bridge Trading involving a sequence for sequence trade, the above will not apply. The per diem for both sequences will not be affected.
  - 5. <u>If a RON is involved in a Jet Bridge Trade, by default, the hotel reservation will remain with the inbound Flight Attendant.</u>
- 8. <u>No sequence trading or trading of reserve day(s) or block(s) involving the last five (5) days of the current</u> month will be allowed during the line award process.
- 9. <u>A Flight Attendant will not lose the ability to trade, pick up or give away sequences as a disciplinary action //.</u>
- 10. <u>Base Turns will be governed by the provisions in Section 8.T. [Base Turns]</u>. Each of the sequences that are combined to create the Base Turn may be traded up to three (3) hours prior to the first flight of each sequence unless traded as a Jet Bridge Trade.
- D. CREW SCHEDULING ACCESS TO FLIGHT ATTENDANT SEQUENCES POSTED TO BULLETIN BOARD

<u>Crew Scheduling may remove a sequence(s) from the Flight Attendant-to-Flight Attendant Bulletin Board for</u> assignment to a Reserve(s) under the following conditions:

- 1. <u>Such sequence(s) is (are) removed no earlier than 2:00 PM PT the day prior and no later than three (3) hours</u> prior to departure except as provided for in <u>Section 7.F.1.c. ["Job Familiarization" Flights...].</u>
- 2. <u>Crew Scheduling will review the comments field of each sequence(s) removed and will call a Flight Attendant</u> <u>at any number provided when notification is requested by the Flight Attendant.</u>
- 3. <u>No Personal Drop(s) for the same number of day(s) may be withheld at the time the sequence(s) is (are)</u> removed.
- 4. <u>Sequences will be removed from the Flight Attendants who have posted sequences of the same number of day(s) in seniority order.</u>
- 5. <u>If a sequence is removed from a Flight Attendant's line of time under these circumstances, the day(s) affected</u> will not be considered a Personal Drop.



- E. OPEN TIME //
  - 1. Following the awarding of bid lines, all uncovered sequences or portions of sequences including but not limited to sick calls, Management Drop(s), Personal Drop(s), leaves of absence, jury duty and bereavement leave will immediately be placed into OT and made available to Flight Attendants for pick up or trade, except that:
    - a. <u>Crew Scheduling may remove sequences from OT no earlier than 2:00 PM PT for reserve assignments</u> for the following day except as provided for in <u>Section 7.F.1.a.</u> ["Job Familiarization" Flights...]. Any sequence not assigned to a Reserve by 6:00 PM PT will be returned to OT.
    - b. <u>Crew Scheduling may remove sequences from OT no earlier than midnight (12:00 AM) PT the day prior</u> to the sequence departure for JA assignments. However, withheld sequences are still subject to 1.c., below.
    - c. Crew Scheduling may withhold a sequence from OT for up to fifteen minutes (:15) when necessary to determine a Like Sequence pursuant to Section 10.R. [Reassignments] and 12.J. [Crew Scheduling Trading Errors], or a Reserve or JA assignment. This includes sequences that become available between 2:01 PM PT and 6:00 PM PT the day prior to report. If Crew Scheduling does not assign the sequence within fifteen minutes (:15) but neglects to return it to OT, a Flight Attendant may contact Crew Scheduling and request the trade/pickup on a first-come, first-served basis. If the Flight Attendant then flies the sequence, s/he will be paid one (1.0) TFP in addition to all applicable compensation.
    - d. <u>Crew Scheduling may withhold sequences pursuant to the Arbitration award AFA No. 6-99-2-18-11</u> ["Withholding Open Time" Award].
    - e. <u>If a partial sequence is created as a result of an anticipated equipment upgrade ("negative" sequence)</u>, such sequence may be withheld from Open Time, but must be made into a legal sequence and placed into Open Time no later than midnight (12:00 AM) PT on the calendar day prior to check-in.
- F. TRADES WITH OPEN TIME
  - 1. <u>A minimum of twelve (12) days will be open in a month for at least the first twenty-four hours (24:00), commencing when Open Time becomes available.</u>
  - Following the awarding of bid lines, there will remain a minimum amount of Open Time in each domicile, consisting of TFP equal to twenty-five percent (25%) of the total number of Flight Attendants in the domicile (e.g. if the Seattle domicile has one-thousand (1,000) Flight Attendants, there will be a minimum of twohundred fifty (250.0) TFP of open flying remaining in the domicile after the awarding of the bid lines).
  - Flight Attendants may pick up sequences from Open Time up to three (3) 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 no earlier than 2:00 PM PT on the day prior to check-in, provided that no Flight Attendant has requested the sequence prior to the Reserve assignment.
  - 4. <u>All sequences considered Open Time may be traded subject to the following limitations:</u>
    - a. <u>A Flight Attendant may trade a sequence for another sequence containing more days without respect to the number of flights contained in the sequences.</u>
    - b. <u>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.</u>
    - c. <u>Trades involving sequences containing the same number of days may be traded without respect to the number of flights contained in the sequences.</u>
    - d. <u>Trades involving multiple sequences must be traded day for day or for a greater number of days (e.g.</u> <u>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).</u>
- G. SEQUENCE INTERRUPTION POINT (SIP) SEQUENCES
  - 1. <u>Flight Attendants may give away, pick up or trade on any SIP.</u> The Flight Attendant is not required to // remain with the aircraft until the relief Flight Attendant arrives.



- // All Minimum Pay Rules (Section 21.D. [Minimum Pay Rules]), except for the four (4.0) TFP Duty Period Minimum (DPM), the Average Duty Period Guarantee (ADPG), and Multiday Sequence Minimum (MSM), will apply to SIP'd trips. The four (4.0) TFP Duty Period Minimum (DPM) will be retained in all duty periods not affected by a SIP but will not apply to duty periods in which a SIP is affected.
- 3. Only those SIP'd sequences that the Company has put into OT will be eligible for all Minimum Pay Rules outlined in Section 21.D. [Minimum Pay Rules]. // The Company will identify those sequences that it has placed into OT. Reserve Flight Attendants will receive the four (4.0) TFP DPM regardless of the origin of a SIP'd sequence. //
- H. OUT OF DOMICILE TRADES, PICK-UPS, DROPS OR GIVE-AWAYS

// Flight Attendants may submit requests for out of domicile trades, pick-ups or give-aways beginning on the seventeenth (17th) of the month prior to // the // bid month at 9:00 AM PT for all domiciles. Flight Attendants are limited to a combined total of two (2) out of domicile pick-ups (including charters) in a bid month. Flight Attendants are responsible for ensuring that sufficient time is allowed to position her-/himself for the sequence picked up.

I. <u>RESERVE PICK-UPS AND REQUIRED REST</u>

(See also Section 11.H. [Reserve Exchange of Days...].)

- <u>A Reserve may pick up a sequence that checks in at least nine hours and one minute (9:01) from the scheduled end of her/his reserve block. S/he may pick up a sequence that checks in at least nine hours and one minute (9:01) after her/his actual release time on the last day of a block but s/he cannot do so prior to her/his release.</u>
- 2. <u>A Reserve may pick up a sequence that releases at least nine hours (9:00) before the beginning of a reserve block.</u>
- The required rest in I.1. and I.2., above, is measured from release to report. To receive pay protection if s/he becomes illegal for the sequence following the reserve day or for the reserve day following the sequence, the Reserve must allow at least eleven hours and thirty minutes (11:30) of domicile rest measured from release to report.
- J. CREW SCHEDULING TRADING ERRORS

(For scheduling errors not involving sequence trades, pick-ups, drops and/or give-aways, see <u>Section 10.W.</u> [Scheduling Errors].)

<u>All crew Scheduling errors involving sequence trades, pick-ups, drops, and/or give-aways will be resolved as</u> <u>follows:</u>

- 1. <u>A double covered sequence is one that has been awarded simultaneously by sequence trading (e.g. by manual or system error) to two (2) Flight Attendants in the same position.</u>
  - a. <u>When a double covered sequence occurs, Crew Scheduling must offer a Like Sequence as well as the</u> <u>awarded sequence to the Flight Attendants in seniority order.</u>
  - b. <u>The most senior Flight Attendant has the first option as to which sequence to fly (i.e. the awarded sequence or the Like Sequence0, and s/he also has the first option to not fly either sequence without pay protection.</u>
  - c. <u>If Crew Scheduling has no Like Sequence to offer, the senior Flight Attendant has the first option to either</u> not fly and s/her will receive pay protection pursuant to <u>Section 21.M. [Pay Protection]</u> or to fly the <u>awarded sequence.</u>
  - d. If either Flight Attendant chooses to not fly, the remaining Flight Attendant will fly the awarded sequence in that position.
- 2. If it is determined that a Flight Attendant should have been awarded a sequence trade and by awarding such trade results in two (2) Flight Attendants on the same sequence and in the same position but who were awarded the sequence at different times, Crew Scheduling will offer a choice between the awarded sequence and a Like Sequence to the Flight Attendant who should have been awarded the trade or pick-up at the time the trading error becomes known to Crew Scheduling (i.e. the most recently added Flight Attendant).
  - a. If the Flight Attendant declines the Like Sequence, s/he waives pay protection.
  - b. <u>If Crew Scheduling has no Like Sequence to offer, the Flight Attendant who was awarded the sequence first will fly the sequence and the other Flight Attendant will be pay protected pursuant to Section 21.M. [Pay Protection].</u>

- 3. <u>Crew Scheduling may refer to sequences in both Open time and Flight Attendant-to-Flight Attendant Trades</u> (Bulletin Board) for the purposes of offering a Like Sequence pursuant to this <u>Section 12.J.</u>
- 4. <u>A Flight Attendant who flies a Like Sequence pursuant to this Section 12.J will be guaranteed the value of the original sequence based on a day-for-day comparison. If flying the Like Sequence results in the Flight Attendant flying more than the original sequence, the flying in excess of the original sequence will be paid at one and one-half times (1.5x) the trip rate based on a day-for-day comparison. If the flying contains four (4) or more legs than the original sequence, the Flight Attendant will be paid at one and one-half (1.5x) the trip rate based on a day-for-day comparison. If the flying contains four (4) or more legs than the original sequence, the Flight Attendant will be paid at one and one-half (1.5x) the trip rate for the TFP value of the legs worked in excess of three (3) based on a day-for-day comparison, including surface deadhead. In no case will the Flight Attendant receive less than one (1.0) TFP paid at premium. The aforementioned provisions (flying vs. legs greater than scheduled) will not pyramid in accordance with Section 10.R.5.e. [Reassignments].</u>
- 5. <u>A Crew Scheduling trading error that becomes known subsequent to the operation of the sequence in question</u> or that is not otherwise outlined in this Section will be resolved pursuant to Section 10.W. [Scheduling Errors].



#### A. <u>REQUIREMENT TO WEAR A UNIFORM</u>

Standard uniforms as prescribed\_by the Company in the Flight Attendant Manual <u>will</u> be worn by the Flight Attendant at all times while on duty and at such other times as may be required.

# B. BASIC UNIFORM(s)

- 1. The Company will bear the cost of the first basic uniform and required 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 <u>will</u> consist of:
  - a. One (1) jacket/vest
  - b. Two (2) bottom pieces //
  - c. <u>Four (4)</u> shirts/blouses (any style available)
  - d. Two (2) sweaters (any style or combination of styles; a twin set constitutes two sweaters)
  - e. One (1) all-weather coat (with or without hood)
  - f. Two (2) ties (male) or one scarf (female)
  - g. One (1) tote-style bag
  - h. One (1) suitcase
  - i. One (1) // belt
  - j. Two (2) aprons (not required but may be worn <u>during</u> flight)
  - k. One (1) tropical shirt

#### C. UNIFORM REPLACEMENT AND/OR REPAIR

- 1. At <u>any</u> time after the Flight Attendant has received her/his <u>initial</u> uniform, the Company elects to completely or partially change to a new uniform, the Company, at its expense, <u>will</u> provide Flight Attendants with new replacement basic uniform pieces and any required accessories.
- 2. The Company <u>will</u> 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.
- 3. To be entitled to replacement uniform pieces or luggage, the Flight Attendant must turn in the pieces to be replaced.
- 4. If any part of the basic uniform or required accessories is changed or added to during the life of the then current uniform, the Company <u>will</u> pay for such item.

#### D. UNIFORM ALLOTMENT / CREDITS

//

- 1. On January 1, <u>2015</u>, and every other January 1<sup>st</sup> thereafter, each non-probationary Flight Attendant will be credited with <u>seven-hundred dollars (\$700.00</u>) in her/his uniform-purchase account. S/he may use these uniform credits to purchase any required or optional pieces, <u>including Company approved</u>, <u>Arctic weather boots (up to two-hundred dollars (\$200.00)) and alternate winter coat</u>, excluding suitcases and totes, at any time during the following two (2) years. <u>In a year when the Company rolls out a new uniform, each Flight Attendant's allotment will be reset to three-hundred fifty dollars (\$350.00). On January 1<sup>st</sup> of the second calendar year following the new uniform rollout and every other January 1<sup>st</sup> thereafter, each non-probationary Flight Attendant will be credited with seven-hundred dollars (\$700.00) in her/his uniform purchase account. In a year in which a Flight Attendant does not receive a new uniform credit any remaining credit at the end of the previous year will carry over into that year.</u>
- 2. If aggregate uniform costs <u>not including luggage and tote-style bag</u> increase, the uniform credit amounts listed in <u>D.1.</u>, above, will be increased proportionately.
- 3. Upon approval by Inflight management, the Company will bear the cost of replacing required uniform pieces in excess of the amounts stated in <u>D.1.</u>, above.
- 4. Upon approval by Inflight management, the Company will bear the cost of repairing and/or replacing suitcases and totes. These items will not be paid for with uniform credits <u>and are not covered under D.1.</u>, above.
- 5. 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.



- 6. A Flight Attendant who is credited with fewer than <u>four-hundred eighty</u> (480.0) TFP <u>inclusive of Worked TFP</u>, <u>vacation and sick leave</u> in the previous <u>calendar</u> year will not receive any uniform credits but will receive necessary uniform pieces upon approval of Inflight management. <u>Unpaid TFP credit will be applied and/or the look back period will be modified consistent with Section 15.M. [Leaves with Coordination...] and 15.N. [Unpaid Leaves...] as applicable.</u>
- 7. Flight Attendants <u>will</u> be required to bear the initial and replacement cost of optional pieces.
- E. INSIGNIAS (e.g. WINGS)

The Company will furnish insignias required to be worn by the Flight Attendants.

#### F. <u>RETURN OF UNIFORM UPON RESIGNATION / TERMINATION</u>

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. ASSOCIATION CONSIDERATION PURSUANT TO UNIFORM CHANGE

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 <u>Air</u> Safety, Health and Security chairperson in regard to materials available, including applicable FAA or NTSB flammability standards.

#### H. <u>FOOTWEAR</u>

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 prescribed footwear comparable in style and price to the footwear prescribed or furnished by the Company and be reimbursed with proof of purchase.

#### I. MATERNITY UNIFORM

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.

#### J. THEFT OF COMPANY ISSUED LUGGAGE

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. Documentation satisfactory to the Company must be provided, including police reports for luggage stolen from the crew hotel. If the content of the stolen luggage includes the Flight Attendant's Manual, the Company will replace the Manual at no cost to the Flight Attendant.



#### 1. When will payments be deducted for my optional uniform pieces?

On the 20<sup>th</sup> 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 // Inflight management within ninety (90) days of receipt of the item.



# A. VACATION / LONGEVITY PAID TIME OFF (PTO) ENTITLEMENT

Flight Attendants will be entitled to and will receive vacation/Longevity PTO // as follows:

- A Flight Attendant who, as of December 31<sup>st</sup> of any year, has had less than one (1) calendar year of employment with the Company will be entitled to a vacation in the subsequent calendar year 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 one-twelfth (1/12) the annual entitlement for each such month.
- 2. As of December 31<sup>st</sup> of each year, a Flight Attendant who has one calendar year or more of employment with the Company will be entitled <u>a maximum accrual of</u> fourteen (14) days vacation <u>in the subsequent calendar year</u>. Employees employed five (5) years or longer will be entitled to <u>a maximum accrual of</u> twenty-one (21) days vacation <u>in the subsequent calendar year</u>. Employees employed ten (10) years or longer will be entitled to <u>a maximum accrual of</u> twenty-eight (28) days vacation <u>in the subsequent calendar year</u>. Employees employed eighteen (18) years or longer will be entitled to <u>a maximum accrual of</u> twenty-eight (28) days vacation <u>in the subsequent calendar year</u>. Employees employed eighteen (18) years or longer will be entitled to <u>a maximum accrual of</u> thirty-five (35) days vacation <u>in the subsequent calendar year</u>. A Flight Attendant who does not have any paid time during that month will have her/his vacation entitlement reduced by one-twelfth (1/12) the annual entitlement for each such month. As displayed below:

Years of Service	Maximum Days of Vacation		
<u>&lt; 1 year</u>	1.167 days per month employed		
<u>1-4</u>	<u>14 days</u>		
<u>5-9</u>	<u>21 days</u>		
<u>10-17</u>	<u>28 days</u>		
<u>18+</u>	<u>35 days</u>		

- 3. Employment begins with the first day a Flight Attendant is placed on the Company payroll.
- 4. <u>Vacation accruals in A.1. and A.2., above, are based on Worked TFP credited in the previous calendar year.</u>

Flight Attendants who are credited with four-hundred eighty (480.0) TFP or greater will accrue the maximum days of vacation listed above for the subsequent calendar year.

Flight Attendants who are credited with greater than or equal to two-hundred forty (240.0) TFP and less than four-hundred eighty (480.0) TFP will accrue half of the maximum days of vacation listed above for the subsequent calendar year.

Flight Attendants who are credited with less than two-hundred forty (240.0) TFP will NOT accrue vacation for the subsequent calendar year.

<u>Unpaid TFP credit will be applied and/or look-back period will be modified consistent with Sections 15.M.</u> [Leaves with Coordination...] and 15.N. [Unpaid Leaves...] as applicable.

 Longevity Paid Time Off (PTO): In addition to vacation accrued under A.2., above, as of December 31<sup>st</sup>, 2015 and each December 31<sup>st</sup> thereafter, a Flight Attendant with at least twenty-five (25) years of Occupational Seniority and who is credited with greater than or equal to nine-hundred sixty (960.0) Worked TFP inclusive of vacation in a calendar year will qualify for seven (7) days of Longevity PTO for the subsequent calendar year.

# B. VACATION / LONGEVITY PTO BIDDING AND TRADING

- By October 1<sup>st</sup> of each year, the list of available vacation/Longevity PTO 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. <u>Vacation/Longevity PTO awards will be posted in seniority order after each round of awards on the Flight Attendant web page.</u>
- 2. Once assigned, vacation/Longevity PTO days may be traded //. <u>Trades involving vacation days must be approved by the first (1<sup>st</sup>) day of the month preceding the month in which the vacation falls, including the first four (4) days of the following bid month. Trading will be unlimited but a Flight Attendant may not have more than <u>four (4)</u> vacation/Longevity PTO periods in any month, unless the vacation/Longevity PTO periods were awarded during the vacation/Longevity PTO bid award process. <u>No vacation slots may be traded between domiciles (Section 28.A. [Rules Governing Multiple Domiciles]</u>). See Section 28.A.9.1. [Rules Governing Multiple Domiciles] for the procedures governing vacations awards and/or trades during the term of a base trade.</u>



# C. VACATION / LONGEVITY PTO PAY

- 1. A Flight Attendant, while on vacation/Longevity PTO, <u>will</u> be paid four (4.0) TFP per day <u>at her/his step rate</u>.
- 2. A Flight Attendant who is credited less than four-hundred eighty (480.0) Worked TFP in the // year the vacation is earned will not // be paid for such vacation in the year that it is taken. //
- D. FORFEITING OR FOREGOING VACATION / LONGEVITY PTO

Vacation/Longevity PTO <u>will</u> not be cumulative and a vacation/Longevity PTO to which a Flight Attendant becomes entitled on December 31<sup>st</sup> of any year <u>will</u> be forfeited unless taken during the subsequent calendar year. <u>If</u> <u>forfeited</u>, the Flight Attendant will be paid the remaining value of her/his vacation in February of the year following the year in which the vacation was not taken. However, a Flight Attendant may be requested by the Company to forego her/his vacation/Longevity PTO if such request is in writing and agreed to by the affected Flight Attendant. In such event, the Flight Attendant will be paid double, with vacation time/Longevity PTO to be taken later in the year <u>at the</u> Flight Attendant's choosing or accumulated to be used during <u>the</u> succeeding year. If, due to error by the Company, the Flight Attendant is not given accrued vacation/Longevity PTO to which s/he is entitled, such Flight Attendant <u>will</u> be deemed to have been requested by the Company to forego her/his vacation/Longevity PTO and <u>will</u> be treated accordingly.

E. VACATION / LONGEVITY PTO AS IMPACTED BY TERMINATION OR FURLOUGH

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 <u>at least</u> six (6) months and resigns with two (2) weeks' notice or more, <u>will</u> receive pay at her/his applicable rate as of such date for all vacation/Longevity PTO to which s/he is entitled under <u>14.A.</u> [Vacation/Longevity Paid Time...], above, and unused to the date of resignation, termination or furlough. <u>If a Flight</u> <u>Attendant has traded vacation/Longevity PTO day(s) pursuant to 14.B. [Vacation/Longevity PTO Bidding...], above, such unused day(s) are similarly eligible for payout upon the date of termination, resignation or furlough.</u>

F. <u>SPLITTING OF VACATION / LONGEVITY PTO PERIODS</u>

Flight Attendants with two (2) weeks or more vacation/Longevity PTO\_<u>combined</u>, may split vacation/Longevity PTO into increments of not less than seven (7) days. Any Flight Attendant splitting fourteen (14) days or more will receive <u>her/his</u> first two (2) choices in order of seniority. Any Flight Attendant splitting her/his vacation/Longevity PTO into more than two (2) <u>slots</u> will bid the remaining slots after all other slots have been awarded.

# G. DISTRIBUTION OF VACATION / LONGEVITY PTO DAYS

There will be available vacation/Longevity PTO days in all fifty-two (52) weeks of the year. At least <u>five percent</u> (5%) of the annual vacation/Longevity PTO allotment for the year will be scheduled during each month and in each domicile.

H. REQUEST FOR EARLY VACATION / LONGEVITY PTO PAY

Flight Attendants may request early vacation/Longevity PTO pay at the rate specified in <u>14.C. [Vacation/Longevity</u> <u>PTO Pay]</u>, above. The request must be made at least seven (7) days before vacation/Longevity PTO. Early vacation/Longevity PTO 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.

# I. <u>VACATION / LONGEVITY PTO CONFLICT AND RECURRENT TRAINING OR OTHER COMPANY-REQUIRED (NON-COMPUTER-BASED) TRAINING</u>

Flight Attendants may voluntarily bid for, but may not be assigned, training during vacation (Section 30.A.1.a. [General Training:...]). Any Flight Attendant taking vacation/Longevity PTO that interferes with Recurrent Training and any other Company-required (non-computer based) training will rebid // such training in keeping with staying legal. Alternatively, management may work with the Flight Attendant to find another mutually agreeable training session that does not conflict with her/his vacation/Longevity PTO provided that seniority for awarded training is respected.

J. VOLUNTARY FLYING INTO VACATION / LONGEVITY PTO

A Flight Attendant may fly during her/his vacation/Longevity PTO provided the sequence(s) or reserve day(s) are picked up or traded with another Flight Attendant or Open Time //. Compensation for flying will be paid in addition to vacation/Longevity PTO pay. <u>However, sick leave will not be paid for accepted flights or sequences not flown during scheduled vacation/Longevity PTO days (Section 16.D. [Sick Leave Pay...]).</u>



#### K. VACATION / LONGEVITY PTO IMPACTED BY IRREGULAR OPERATIONS

<u>A Flight Attendant who is flown into her/his vacation day(s) due to Irregular Operations may elect one of the following options:</u>

- 1. <u>The Flight Attendant will add another vacation day(s) to any other future vacation period prior to bidding the</u> <u>schedule for the month in which the vacation is picked up.</u>
- The Flight Attendant may pick a vacation day(s) that is available in "Vacation/Longevity PTO Open Time" prior to bidding the schedule for the month in which the vacation is picked up, subject to the provisions in Section 14.B. [Vacation/Longevity PTO Bidding...], above.
- 3. <u>The Flight Attendant may elect to be paid four (4.0) TFP for each impacted vacation/Longevity PTO day.</u>
- L. VACATION / LONGEVITY PTO DURING VOLUNTARY TEMPORARY BASE TRADES (SWAPS)

<u>A Flight Attendant on a base swap will bid vacation/Longevity PTO based on her/his original domicile. Automated trading with "vacation/Longevity PTO Open Time" for the purposes of trading vacation/Longevity PTO day(s) at her/his permanent domicile will be accessible.</u>

M. <u>RESERVE VACATION / LONGEVITY PTO</u>

Pay in a reserve month with vacation/Longevity PTO day(s) will be no less than the total of four (4.0) TFP multiplied by the number of vacation/Longevity PTO days, plus the greater of five (5.0) TFP multiplied by the number of reserve days or the TFP flown or credited on those days. 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. Compensation will be increased for TFP flown on days off as recognized in Section 11.G. [Reserve Compensation].

N. INELIGIBLE FOR JA DURING VACATION / LONGEVITY PTO

<u>A Flight Attendant will not be contacted for a JA during her/his vacation/Longevity PTO, including on the last day of her/his vacation/Longevity PTO per Section 9.B. [Ineligible for JA...].</u>



- 1. Can I fly during my vacation?
  - Yes.
- Can I <u>pick up and fly Premium Open Time</u> while on vacation? Yes.
- 3. Can I change my designated vacation splits when I am trading my vacation days?

Yes, you may change your designated vacation days as long as the days are open and you do not create more than <u>four (4)</u> vacation periods in the month <u>Section 14.B. [Vacation/Longevity PTO Bidding...]</u>.

- Can I trade vacation days with a Flight Attendant from a different domicile? No. <u>Section 28.A.6. [Rules Governing Multiple Domiciles]</u>
- 5. Will my entitlement to vacation be reduced due to a leave of absence? No, unless you do not achieve the 480 TFP annual requirement subject to the provisions in Section 14.A.4. [Vacation/Longevity Paid Time Off...], as modified by Section 15.M. [Leaves with Coordination...], Section 15.N. [Unpaid Leaves...].Unless a Flight Attendant has some // Worked TFP, vacation pay or sick leave in a bid month during a leave of absence, the Flight Attendant will have her/his annual vacation entitlement reduced by one-twelfth (1/12). Sections 14.A.1. and 14.A.2. [Vacation/Longevity Paid Time...]
- 6. Is vacation entitlement based on Company or Occupational Seniority? Company Seniority. <u>Section 14.A.1. and 14.A.2. [Vacation/Longevity Paid Time...]</u>
- Can I choose to be paid for my vacation while on a leave of absence? Yes. You must submit a pay inquiry to <u>Crew Administration</u>.
- 8. <u>Is Longevity Paid Time Off eligibility based on Company or Occupational Seniority?</u> Occupational Seniority, as well as an annual flying requirement. <u>Section 14.A.5. [Vacation/Longevity Paid Time..]</u>



- A. LEAVES OF ABSENCES GENERAL
  - 1. Requests for a leave of absence or extensions thereof and approvals by the Company <u>or agent designated by</u> <u>the Company, if for a medical leave, will</u> be in writing.
  - 2. Failure of a Flight Attendant to return to active service at the end of any leave of absence or extension thereof will be deemed a voluntary termination of employment.
  - To the extent that it is medically possible, except as noted, Flight Attendants must remain current while out on a leave of absence unless otherwise agreed to by the Manager of Inflight Labor and Work Performance or designee. Exceptions for being unable to attend training will include missionary work, military duty, extended travel, etc. A Flight Attendant will be considered active for the month in which the recurrent or requalification (levels I and II) training occurs for the purposes of Company benefits. See Sections 30.B. [Recurrent Training] and 30.C. [Training Pay].
- B. <u>STAFFING ADJUSTMENT AND EDUCATIONAL // LEAVES</u> OF ABSENCE
  - When the requirements of the service permit, a Flight Attendant may upon proper application to the Company, be granted a <u>staffing adjustment</u> 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 // <u>staffing</u> <u>adjustment</u> leave <u>will</u> retain and continue to accrue seniority during such leave of absence. <u>Such leave of</u> <u>absence will be granted within each domicile in domicile seniority order. For the granting of such leave during</u> <u>a voluntary temporary base trade (swap), see Section 28.A.9.f. [Rules Governing Multiple Domiciles].</u>
  - 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 <u>will</u> be terminated at the conclusion of the current quarter or semester, whichever is appropriate.
- C. MEDICAL LEAVE OF ABSENCE
  - A Flight Attendant will be given a medical leave of absence for sickness 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 <u>doctor</u> 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 <u>Section 17</u> [Medical Examination] of this Agreement in which event the provisions of that Section will be binding. The Company's action granting or denying the requested leave <u>will</u> be noted on the request.
  - A Flight Attendant granted a medical leave of absence (including a probationary Flight Attendant) <u>will</u> retain and continue to accrue seniority, except that in no case <u>will</u> a medical leave of absence exceed a total continuous period of <u>one (1) year four (4) years</u> unless extended by consent of the Company, <u>in which case</u> <u>it may not exceed a total continuous period of four (4) years</u>. (Workers' Compensation Leaves are not subject to the limitations contained in this paragraph.)
  - A Flight Attendant may use her/his accrued sick leave and/or vacation/Longevity PTO 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/Longevity PTO bank // <u>pursuant to Section 15.M. [Leaves with Coordination...]</u>.
  - 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 <u>attendance points assessed pursuant to Section 32 [Attendance Policy]</u> prior to granting the request will be removed.
  - 5. A Flight Attendant on a medical leave of absence, who completes disability paperwork, will receive // disability benefits <u>subject to plan rules</u>, 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 <u>will</u> notify the Company when she is no longer fit for duty due to the pregnancy, but in no event later than her <u>twenty-fourth</u> (24<sup>th</sup>) week of pregnancy.



- 2. The Flight Attendant may continue to work through the twenty-eighth (28<sup>th</sup>) week of pregnancy. After the twenty-eighth (28<sup>th</sup>) week of pregnancy, the Flight Attendant will be presumed disabled due to her pregnancy. After the twenty-eighth (28<sup>th</sup>) 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 // disability benefits <u>subject to plan rules</u>, 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.
- A Flight Attendant on maternity leave of absence will retain and continue to accrue seniority. Her vacation/Longevity PTO and/or accrued sick leave may be used for maternity leave // <u>pursuant to Section</u> <u>15.M. [Leaves with Coordination...].</u>
- 5. A Flight Attendant <u>will</u> 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 (30) days after termination of pregnancy. If a Flight Attendant is unable to return to active service because of <u>a</u> certified, bona fide medical incapacitation, she will be entitled to receive a medical leave of absence under the provisions of <u>15.C. [Medical Leave of Absence]</u>, above.
- 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 OF ABSENCE
  - 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.
  - A Flight Attendant may request and <u>will</u> be granted a parental leave of absence for up to one-hundred twenty (120) days when her/his spouse 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. LEAVE TO ACCEPT OFFICIAL ELECTED / FULL-TIME STAFF POSITION IN ASSOCIATION / CWA

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 (<u>CWA</u>) and <u>will</u> continue to accrue seniority during such leave.

- G. LEAVES RELATED TO SERIOUS AIRCRAFT / CREWMEMBER / PASSENGER INCIDENTS
  - 1. A Flight Attendant will <u>receive</u> at her/his option 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.
    - a. Aircraft Accident An occurrence, which causes damage to a Company aircraft <u>and</u> with Flight Attendants on board, 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 the Flight Attendants on board by actual or threatened force or violence.
  - If the Flight Attendant is involved in an incident as described below, s/he will be removed at her/his option from the current sequence in which the incident occurred and her/his scheduling obligation(s) within seven (7) calendar days following the incident without loss of pay:
    - a. Passenger evacuation of an aircraft.
    - b. An in-flight fire.
    - c. Death on board where the Flight Attendant provided first aid.



- d. <u>Credible bomb threat in which Flight Attendants are directed to prepare a Least Risk Bomb Location</u> (LRBL) or the aircraft is taxied to a remote location to facilitate a bomb search.
- 3. When the aircraft, <u>passenger(s) or crewmember(s) is/are</u> involved in an // incident or accident as defined as follows, the Flight Attendant(s) <u>on the crew will be removed at her/his option from the sequence without loss of pay. At management's discretion, the Flight Attendant(s) may be removed with pay from additional sequence(s).</u>

//

a. An occurrence with Flight Attendants on board Company aircraft involving serious injury to the Flight Attendant(s), <u>pilot(s)</u> or passenger(s) in any of the following situations:

//

- 1. Assault or crew interference.
- 2. Rapid decompression.
- 3. Severe turbulence.
- 4. <u>CPR or rescue breathing rendered by the Flight Attendant</u>.

//

- b. <u>An Inflight supervisor on duty, at her/his discretion, may remove a Flight Attendant from scheduling obligation(s) with pay, to critical situations not listed above in which there is a real or perceived threat to life of passenger(s), Flight Attendant(s) or pilot(s).</u>
- c. <u>In all circumstances, a Flight Attendant may opt to remove her-/himself from the next scheduled</u> <u>sequence(s) or reserve day(s) without pay within seven (7) calendar days following the incident. S/he</u> <u>may opt to utilize available sick leave in order to be compensated.</u>
- d. <u>A Flight Attendant will not be assessed attendance points pursuant to Section 32 [Attendance Policy] for</u> any scheduling obligation(s) removed under 3.a., 3.b. and 3.c., above. Such scheduling adjustment will be defined as an Operational Incident Drop(s) without points.
- H. BEREAVEMENT LEAVE OF ABSENCE
  - The Company will grant a Flight Attendant four (4) days leave of absence with pay at the Flight Attendant's regular rate of pay for the purpose of attending funeral services for a member of her/his family. Members of the immediate family <u>will</u> consist of Parent; Grandparent; Spouse; <u>qualified registered</u> Domestic Partner; Child; <u>Grandchild</u>; Sibling; // <u>qualified registered Domestic Partner's/Spouse's Parent, Grandchild</u> and // Child. <u>The</u> <u>Flight Attendant may request up to four (4) additional days unpaid or may be paid from the Flight Attendant's</u> <u>available sick leave or vacation/Longevity PTO bank.</u>
  - 2. In the event of the death of a Flight Attendant's step-parent, step-sibling or person acting in loco parentis to the Flight Attendant, the Flight Attendant will be granted four (4) days <u>unpaid</u> leave of absence for the purpose of attending funeral services. <u>However, the Flight Attendant may opt to</u> use sick leave or vacation/Longevity PTO. <u>The Flight Attendant may request up to four (4) additional days unpaid or may be paid from the Flight Attendant's available sick leave or vacation/Longevity PTO bank.</u>
  - 3. <u>If a Flight Attendant requests a leave of absence for the purpose of attending funeral services, the Company</u> may grant only consecutive workdays.
  - 4. <u>If a Flight Attendant requests a leave for bereavement, the sick days and/or vacation/Longevity PTO days, if applicable, must be used within thirty (30) calendar days from the date of death of the family member.</u>
  - 5. <u>A leave of absence granted or sick leave used under 15.H. will not constitute a chargeable occurrence pursuant to Section 32 [Attendance Policy].</u>
  - 6. <u>Special circumstances will be handled on an individual basis at the sole discretion of the Company.</u> // (Extended Leave of Absence moved to <u>Section 18 [Reduction in Force]</u>.)



# I. RETURN TO WORK FOLLOWING A LEAVE OF ABSENCE

- A Flight Attendant may bid for the following month if s/he // is scheduled to return to active status for the following bid month or if s/he is returning from a medical leave and has submitted documentation by the first (1st) of the month indicating release to return to work without restrictions on a date in the following month.
- <u>A Flight Attendant, who submits the above paperwork and is released without restrictions (if necessary)</u> // after the first (1<sup>st</sup>) of the month prior to the bid month in which s/he returns to duty, will not be required to sit reserve upon return to active duty if her/his seniority number would have otherwise allowed her/him to be a Lineholder.
  - a. Such Flight Attendant will be required to pick up enough Open Time sequences so that her/his schedule is within ten (10.0) TFP of that month's line average in her/his domicile, prorated by the number of days s/he will be active. The Flight Attendant will be permitted to pick up sequences from OT beginning on the same date and time OT becomes available to other Flight Attendants in her/his domicile. The start date for these sequences will be on or after the release date.
  - b. If there are not sufficient sequences in OT to satisfy the requirements of 2.a., above, the Flight Attendant may pick up sequences from other Flight Attendants until her/his schedule is within the ten (10.0) TFP of that month's line average in her/his domicile, prorated by the number of days s/he will be active.
- 3. <u>Flight Attendants without enough seniority to hold a line of time for the month will be required to contact</u> <u>Crew Scheduling and work collaboratively on constructing a reserve schedule, taking into consideration AM/PM</u> <u>and days on/off. Each day on-call will be worth the minimum reserve daily value.</u>
- 4. 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 <u>(Sections 16.B. [Lineholder Sick Leave...]</u>) or 16.C. [Reserve Sick Leave...]). S/he may be paid sick leave <u>and/or\_vacation/Longevity PTO pursuant to Section 15.M. [Leaves with Coordination...] and disability, as appropriate.</u>
- J. TRAVEL WHILE ON LEAVE OF ABSENCE
  - 1. A Flight Attendant on a leave of absence who wishes to secure online travel passes will coordinate such travel through Inflight management. In the case of a medical, maternity or Workers' Compensation leave s/he must provide a doctors release specifying such travel will not adversely affect the Flight Attendant's ability to return to active service.
  - 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 // leave) or to attend Recurrent Training, before her/his travel benefits have been reinstated, will be allowed one (1) positive space bumpable // Company Business pass (e.g. C1 on Alaska Airlines) to do so. The pass may be obtained by contacting the Manager of Inflight Labor and Work Performance and will be valid for use no more than one week prior to the first day of duty.
- K. SHORT TERM DISABILITY (STD)
  - 1. At the Flight Attendant's option, s/he may coordinate <u>available</u> sick leave <u>and/or vacation/Longevity PTO with</u> <u>Short Term Disability pursuant to Section 15.M. [Leaves with Coordination...].</u> //
  - 2. When a Flight Attendant's average monthly TFP earnings generate a benefit from Workers' Compensation or Short Term Disability that exceeds the maximum TFP allowed per Section 16.B. [Coordinating Sick Leave...] s/he will be allowed to retain her/his group health care coverage (medical, dental, vision) by paying the active employee rate for the Flight Attendant and dependent(s), if applicable, for the duration of the leave. Eligibility under this provision will satisfy the "active coverage at the commencement of Long Term Disability (LTD)" requirement in Section 23.C.6.a. [Group Health Care Benefits] for the purposes of continued Group Health Care Benefits.
  - 3. <u>A Flight Attendant who qualifies for STD part way through a bid month will be afforded the ability to coordinate sick leave in addition to compensation from the STD benefit. The maximum amount of sick leave that may be coordinated is based on the TFP credit of the scheduling obligation(s) on her/his line at the time of the STD-eligible illness or injury and that remain on her/his line at the time the STD benefit is processed by Crew Administration. The TFP value of the remaining scheduling obligation(s) will be multiplied by the Flight</u>



Attendant's step rate and reduced by her/his STD benefit. The remainder will be divided by the Flight Attendant's step rate and the result is the calculated sick leave TFP equivalent that may be drawn from her/his sick leave bank. Alternatively, a Flight Attendant may coordinate vacation/Longevity PTO using the same calculation method by dividing the TFP equivalent by four (4) and rounding to the nearest whole number in order to determine the number of vacation/Longevity PTO day(s). See 15.M.1. and 15.M.2. [Leaves with Coordination...], below.

L. MILITARY LEAVE OF ABSENCE

A Military Leave of Absence will be granted as required under Federal law and regulations applying thereto. A Flight Attendant's right to return to employment, seniority and benefits will be governed by and limited to the protection afforded under the Uniformed Services Employment and Reemployment Rights Act (USERRA) as currently in effect or as hereafter amended. If a Flight Attendant participates in Reserve or National Guard training/exercises, s/he will be required to give the Company timely notice and encourage notification indicating the dates of anticipated duty accompanied by military orders as soon as possible.

- M. LEAVES WITH COORDINATION OF SICK LEAVE OR VACATION / LONGEVITY PTO
  - 1. Coordination of Sick Leave:
    - a. Minimum Coordination: A Flight Attendant may choose to coordinate the use of sick leave in conjunction with medical, maternity or parental leave, FMLA, Workers' Compensation, STD or LTD in order to maintain insurance benefits for her-/himself and her/his eligible dependents, if applicable, at the active employee contribution rate. Sick leave coordination will be allowed during any full or partial bid month on such a leave. S/he may draw three-tenths (0.3) TFP sick leave per day (nine (9.0) TFP in a thirty (30) day bid month or nine and three-tenths (9.3) TFP in a thirty-one (31) day bid month) from the sick leave until depleted. If a Flight Attendant does not have enough sick leave in her/his sick leave bank to maintain continuous health care coverage during the LTD benefits waiting period, the Company will work with the Flight Attendant to allow her/him to draw sick leave at an appropriate rate that will allow the Flight Attendant be provided a less favorable application of this practice than is extended to the Alaska Airlines pilots.
    - b. Maximum Coordination: A Flight Attendant may choose to be paid between seventy (70) and one-hundred twenty (120) TFP sick leave per month in coordination with medical, maternity or parental leave, FMLA, Workers' Compensation, LTD (pursuant to Section 23.C.4.b.2. [Long Term Disability]) or STD. If a Flight Attendant is receiving a Worker's Compensation, STD or LTD benefit, her/his choice of between seventy (70) and one-hundred twenty (120) TFP will be multiplied by her/his step rate and reduced by such benefit; the remainder will be divided by her/his step rate and the result is the calculated sick leave TFP equivalent for this application. Such TFP will be drawn from her/his sick leave bank. A Flight Attendant with less than seventy (70.0) TFP in her/his sick leave bank will 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 such leave for less than a full month, her/his sick leave payable under this paragraph will be prorated.
  - 2. <u>Coordination with Vacation/Longevity PTO:</u>
    - a. <u>Minimum Coordination: A Flight Attendant may choose to coordinate the use of vacation/Longevity PTO in conjunction with medical, maternity or parental leave, FMLA, Workers' Compensation, STD or LTD in order to maintain insurance benefits for her-/himself and her/his eligible dependents, if applicable, at the active employee contribution rate. Vacation/Longevity PTO coordination will be allowed during any full or partial bid month on such a leave. If coordinating with vacation/Longevity PTO, s/he must utilize a minimum of two (2) vacation/Longevity PTO days in each partial or full bid month until depleted. Once depleted the Flight Attendant may utilize sick leave for continued coordination per M.1., above.</u>



- b. Maximum Coordination: A Flight Attendant may choose to be paid between seventy (70) and one-hundred twenty (120) TFP vacation/Longevity PTO per month in coordination with medical, maternity or parental leave, FMLA, Workers' Compensation, LTD (pursuant to Section 23.C.4.b.3. [Long Term Disability]) or STD. If a Flight Attendant is receiving a Worker's Compensation or STD benefit, her/his choice of between seventy (70) and one-hundred twenty (120) TFP will be multiplied by her/his step rate and reduced by such benefit; the remainder will be divided by the Flight Attendant's step rate and further divided by four (4.0) TFP per vacation/Longevity PTO day and then rounded to the nearest whole number; the result is the calculated vacation/Longevity PTO day(s) equivalent for this application. Such day(s) will be deducted from her/his vacation/Longevity PTO balance.
- c. If a Flight Attendant has no paid vacation for a calendar year due to not meeting the 480 requirement in Section 14.A.4. [Vacation/Longevity Paid Time Off...], s/he may utilize her/his maximum possible vacation entitlement and Longevity PTO on the same basis as Section 23.B.1.c. [Eligibility for Insurance] (based on years of service, no pay or flying requirement) to coordinate in order to maintain medical insurance.

Examples:

- A Flight Attendant has five (5) years of Company Seniority and could potentially have twenty-one (21) days vacation credit, but s/he did not meet the four-hundred eighty (480.0) TFP threshold the year prior and therefore has no paid vacation. Regardless, twenty-one (21) days of vacation will be credited towards her/his "vacation coordination bank" for the purpose of maintaining medical insurance.
- 2. A Flight Attendant has thirty-five years of Company Seniority and twenty-five (25) years of Occupational Seniority and could potentially have thirty-five (35) days of vacation and seven (7) days of Longevity Paid Time Off credit, but s/he did not meet the four-hundred eighty (480.0) TFP threshold the year prior and therefore has no paid vacation. Regardless, forty-two (42) days of combined vacation/Longevity PTO will be credited towards her/his "vacation coordination bank" for the purpose of maintaining medical insurance.
- The unpaid days from the "vacation coordination bank" in the above examples will be applied per <u>2.a. above for insurance qualification. This 'soft credit' will not apply for qualification for any other</u> <u>application.</u>
- 3. Coordination and Transitioning from Sick Leave to Vacation/Longevity PTO and Vice Versa

If a Flight Attendant elects to receive compensation while on a leave of absence listed in M.1. or M.2., above, s/he may draw from her/his sick leave or vacation/Longevity PTO bank in any order consecutively but not concurrently. 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. Look-back Threshold Calculation During Coordination with Such Leaves
  - a. Any bid month a Flight Attendant is on a medical, maternity or parental leave, FMLA, STD or LTD and is coordinating sick leave (or vacation with Short Term Disability), such month will not count toward the look-back threshold calculation (of two-hundred forty (240.0) or four-hundred eighty (480.0) TFP) for the purposes of applicable provisions in Sections 13 [Uniforms], 14 [Vacations], 23 [Insurance Benefits] and 32 [Attendance Policy]. A Flight Attendant who is receiving Workers' Compensation will also receive the TFP credit of paid sick leave or vacation/Longevity PTO that is being coordinated with such benefit.
  - b. <u>The look-back will be based on a calendar year but may extend into the prior year(s) to include additional bid month(s) equal to the number of excluded bid month(s), such that twelve (12) full bid months are included in determining if either threshold has been met.</u>
  - c. <u>A Flight Attendant with less than twelve (12) full bid months of active service will receive full benefits of the provision in question until such time that s/he has twelve (12) full bid months of active service, at which point the thresholds above will apply.</u>



# N. UNPAID LEAVES (WITHOUT COORDINATION)

Any bid month a Flight Attendant is on an unpaid personal, military, extended, medical, maternity or parental leave, FMLA, Workers' Compensation, STD or LTD, or on a furlough (including voluntary furlough) and is not coordinating sick leave (or vacation with Short Term Disability, Long Term Disability or Workers' Compensation), the Flight Attendant will receive an unpaid credit of one and one-third (1.333) TFP for each day for which s/he is on such leave of absence or furlough for the purposes of applicable provisions in Sections 13 [Uniforms], 14 [Vacations], 23 [Insurance Benefits] and 32 [Attendance Policy]. Such unpaid credit will also be applied during the first twelve (12) calendar weeks absent due to a compensable occupational illness or injury (i.e. receiving compensation from Workers' Compensation or a Company-approved alternative program) while a Flight Attendant is receiving "make whole" pay pursuant to Section 16.I.1.a. [Workers' Compensation].

- 0. <u>WORKERS' COMPENSATION</u> <u>See Section 16.I. [Workers' Compensation], 15.M. [Leaves with Coordination...] and 15.N. [Unpaid Leaves...].</u>
- P. LONG TERM DISABILITY (LTD) See Section 23.C. [Long Term Disability (LTD)].



#### 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 <u>twenty-fourth</u> (24<sup>th</sup>) week of pregnancy. <u>Section 15.D.1. [Maternity Leave...]</u>

#### 2. What happens when I go on maternity leave?

- a. You may continue to work through the <u>twenty-eighth</u> (28<sup>th</sup>) week of pregnancy, unless your physician has determined that you are not fit for duty before that time. <u>Section 15.D.1. [Maternity Leave...]</u>
- b. You may stay out <u>one-hundred twenty</u> (120) days after the termination of the pregnancy. You are required to return the <u>one-hundred twenty-first</u> (121<sup>st</sup>) day. You may bid if your <u>one-hundred twenty-first</u> (121<sup>st</sup>) day occurs mid-month provided you submit a note from your physician releasing you to fly without restrictions by the <u>first</u> (<u>1<sup>st</sup></u>) of the month prior to your return. <u>Section 15.D.2. [Maternity Leave...]</u> and <u>15.I. [Return to Work...]</u>
- c. You accrue seven (7.0) TFP of sick leave per month for up to ninety (90) days while using sick leave. <u>Section</u> <u>16.G. [Sick Leave Accrual...]</u>
- d. You have the option but are not required to exhaust sick leave and accrued vacation while on maternity leave. <u>Section 15.D.4. [Maternity Leave...]</u> [See Arbitration #40-94 (Randall 11/21/94)]
- e. You continue to accrue seniority while on maternity leave. Section 15.D.4. [Maternity Leave...]

#### 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. <u>Section 15.D.6. [Maternity Leave...]</u>

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 <u>Section 17 [Medical Examination]</u> if s/he disputes the results. <u>Section 15.C.1. [Medical Leave...]</u>

5. Do I accrue seniority while on a leave of absence?

Yes, you continue to accrue seniority during <u>an approved leave of absence</u>. <u>a Personal Leave</u>, up to <u>one-hundred</u> <u>twenty</u> (120) days for a Parental Leave, and up to one year for a Medical, Maternity or Workers' Compensation Leave. If your Medical, Maternity or Workers' Compensation Leave is extended by consent of the Company, you will continue to accrue seniority for the entire period. <u>Section 15.C.2. [Medical Leave...]</u>

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. [Medical Leave...]

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. [Parental Leave...]

- 8. What must a Health Care Provider's Statement contain in order to request a Medical Leave of Absence?
  - a. Date of illness/injury
  - b. Anticipated duration of leave of absence
  - c. Health Care Provider's signature

Section 15.C.1. [Medical Leave...]

9. I submit a doctor's note that releases me to fly on the <u>fifth</u> (5<sup>th</sup>) of September. On the <u>sixth</u> (6<sup>th</sup>) 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 <u>fifth</u> (5<sup>th</sup>) 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 Arbitration #40-94 (Randall 11/21/94).].



#### 10. What is the definition of immediate family for purposes of Bereavement Leave?

Parent; Grandparent; Spouse; <u>qualified</u> Domestic Partner; Child; Sibling; Parent-in-Law; <u>qualified</u> registered <u>Domestic Partner's Parent, Grandchild</u> and Step-Child.

#### 11. What are the procedures for Bereavement Leave?

- a. 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 <u>Section 15.H. [Bereavement Leave...]</u>, the following conditions will apply:
  - 1. If a Flight Attendant requests <u>a</u> leave of absence for the purpose of attending funeral services, the Company may grant only consecutive work days.
  - 2. If a Flight Attendant requests <u>a</u> leave for bereavement, the sick days and/or vacation/Longevity PTO days, if applicable, must be used within thirty (30) calendar days from the date of death of the family member.
  - 3. A leave of absence granted under <u>Section 15.H. [Bereavement Leave...]</u>, will not constitute a Chargeable Occurrence that disqualifies a Flight Attendant from Record Improvement under <u>Section 32 [Attendance Policy]</u>.
- b. Special circumstances will be handled on an individual basis at the sole discretion of the Company.



- A. SICK LEAVE ACCRUAL
  - 1. A Flight Attendant will accrue one (1.0) TFP sick leave for each ten (10.0) TFP flown or credited during the month. Sick Leave will not be accrued on TFP credited on sick leave.
  - 2. Maximum accrual of the Flight Attendant's sick leave bank is <u>one-thousand seven-hundred (1700.0) TFP.</u>
  - 3. A Flight Attendant may accrue but not take any sick leave while on probation as a Flight Attendant <u>pursuant</u> to <u>Section 7.A. [Probationary Period].</u>
  - 4. Sick Leave will not accrue on Stranded Pay (see Section 21.N. [Stranded Pay]).
- B. LINEHOLDER SICK LEAVE USAGE
  - 1. 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 // regular line who is absent for the entire month due to illness or injury, will be paid <u>sick leave from her/his sick leave bank pursuant to Section 15.M. [Leaves with Coordination...] up to</u> <u>a maximum of one-hundred twenty (120.0) TFP.</u>
- C. <u>RESERVE SICK LEAVE USAGE</u>
  - 1. A Flight Attendant holding a reserve line for the month will be paid at five (5.0) 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 (5.0) 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.
  - 2. A Flight Attendant not holding a Reserve line who is absent for the entire month due to illness or injury, will be paid <u>sick leave from her/his sick leave bank pursuant to Section 15.M. [Leaves with Coordination...] up to a maximum of one-hundred twenty (120.0) TFP.</u>

# D. SICK LEAVE PAY APPLICATION

Pay for sick leave will be based on <u>one-hundred percent (100%) of</u> the Flight Attendant's appropriate trip rate.

- Sick Leave will be paid on the scheduled TFP value of any scheduling obligation(s) dropped due to illness or injury unless specifically excluded elsewhere in this Agreement. Sick leave paid on the Extended Overnight Rule and/or the Multiday Sequence Minimum (Section 21.D. [Minimum Pay Rules], Extended Overnight Rule and Multiday Sequence Minimum) will be based on the scheduled TFP value of these applications.
- 2. Sick leave will not be paid // on the following:
  - a. // Picked up flying not flown during scheduled vacation days (Section 14.J. [Voluntary Flying Into...]);
  - Picked up flying not flown on any day(s) in which s/he is already receiving pay protection (Section 21.M. [Pay Protection...]);
  - c. <u>Sit Pay (Section 21.T. [Sit Pay]); and</u>
  - d. <u>Recurrent Training (Section 30.B.7. [Recurrent Training]).</u>
- 3. <u>A Flight Attendant will not receive the Average Duty Period Guarantee on any partial or full sequence in which sick leave is utilized to cover an illness or injury (Section 21.D. [Minimum Pay Rules], Average Duty Period Guarantee).</u>

# E. SICK LEAVE CONVERSIONS

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 the current TFP conversion rate, which is one and thirteen one-hundredths (1.13) TFP per hour.

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 (113.0) 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 (593.0) TFP for sick leave.



2. Unused sick leave will accumulate up to a maximum of one-thousand <u>seven-hundred (1,700.0) TFP</u> until a Flight Attendant terminates. Sick leave is not payable upon termination of employment.

// (Retiree Health Benefits see Letter of Agreement 4 [Retiree Health Insurance LOA].)

3. Sick Leave Cash-out Conversion Upon Retirement

A Flight Attendant who retires directly from Alaska Airlines and has reached a minimum age of fifty-five (55) years and who has completed an aggregate total of ten (10) or more years of vesting service under her/his 401(k) plan, or who has completed a total of twenty (20) or more years of Company Service upon retirement, will be paid a lump sum equal to the Flight Attendant's current rate of pay multiplied by the sum of the Flight Attendant's accrued sick leave balance multiplied by twenty-five percent (25%).

# F. SICK LEAVE USAGE TRACKING

The Company <u>will</u> maintain a current record of sick leave credits and withdrawals for each Flight Attendant. Such record <u>will</u> be made available to the individual Flight Attendant upon request.

G. SICK LEAVE ACCRUAL ON LEAVE OF ABSENCE UTILIZING SICK LEAVE

During a leave of absence of thirty (30) days or more granted to a Flight Attendant the following will apply:

- 1. Sick leave will continue to accrue at a rate of seven (7.0) TFP per calendar month for a period not to exceed ninety (90) days.
- 2. <u>Accrual for partial calendar months contained within the ninety (90) days will be prorated and rounded to the nearest one-tenth (0.1) TFP.</u>
- H. FURLOUGH APPLICATION

A Flight Attendant furloughed due to reduction of force will retain sick leave accrued prior to lay-off in the event of recall.

I. WORKERS' COMPENSATION

(See also Section 15.M. [Leaves with Coordination...] and 15.N. [Unpaid Leaves...].)

- 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 <u>C</u>ompany in lieu of the Workers' Compensation program, s/he <u>will</u> 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/Longevity PTO and sick pay) earned for the <u>fifty-two (52)</u> 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 <u>fifty-two (52)</u> weeks' pay will be divided by <u>fifty-two (52)</u> and the result will be the base rate. Employees working less than <u>fifty-two (52)</u> 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 will 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 1.a., above, a disabled Flight Attendant may, at her/his option, draw upon accrued sick leave <u>pursuant Section 15.M.1.b. [Leaves with Coordination...]. //</u><u>Alternatively, the Flight Attendant may, at her/his option, elect the minimum coordination with Workers'</u><u>Compensation using sick leave and/or vacation/Longevity PTO pursuant to Section 15.M.1.a. [Leaves with Coordination...].</u>
  - c. These benefits <u>will</u> be in lieu of any other payment provided for in this Article for all absence due to the same illness or injury.
  - d. For retention of group healthcare coverage at active employee rates by Flight Attendant(s) whose average monthly TFP earnings generate a benefit from Workers' Compensation or Short Term Disability that exceeds the maximum TFP of sick leave allowed per 16.B., above, see Section 15.K.3. [Short Term Disability (STD)].



- Payment under 1.a., above, will commence upon a determination by the <u>Company</u>, its insurer, or an appropriate governmental body or court through a final non-appealable 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 <u>will</u> be replenished by the number of TFP used for purposes of the payment described in 2.a., above, and payments will continue as defined in 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 <u>will</u> 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 <u>will</u> provide benefits to covered Flight Attendants at least equal to benefits <u>that</u> would be provided through Workers' Compensation coverage.
- J. ALTERNATE DUTY
  - 1. A Flight Attendant on Workers' Compensation leave of absence will have the option of performing alternate duty.
  - 2. 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 six (6.0) TFP for every eight (8) hours of alternate duty, <u>pro-rated at three-quarters (0.75) TFP per hour with a minimum of four (4.0) TFP per day.</u> If the Company cannot provide five (5) hours or more of alternate duty per day, the Flight Attendant will still be paid four (4.0) TFP. However, if the Flight Attendant's doctor has placed a limit on the number of hours the Flight Attendant is able to work and that limit is less than five (5) hours, the Flight Attendant will be paid the prorated TFP for the hours to which s/he is limited, not the four (4.0) TFP minimum stated above. It is understood that Workers' 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 amount in excess of the <u>W</u>orkers' <u>C</u>ompensation 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.
  - 7. No alternate duty assignment will expose the Flight Attendant to confidential information regarding her/his co-workers.
  - 8. Company benefits including travel privileges <u>will</u> 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 <u>Workers' 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. // <u>The Flight Attendant must report to the domicile (including co-terminals) closest to her/his residence. However, if s/he physically resides more than fifty (50) miles from the domicile closest to her/his residence the Company will provide:</u></u>



- a. <u>Positive air travel from the nearest airport served by AAG flight(s).</u>
- b. <u>Hotel accommodations.</u>
- c. <u>Per diem. The Flight Attendant will receive per diem for the hours starting at departure for the alternate</u> <u>duty assignment and will terminate fifteen minutes (:15) after return to the nearest airport AAG flight(s)</u> <u>closest to the Flight Attendant's residence</u>.

#### K. <u>COMPANY PAID MEDICAL EVALUATION</u>

Anytime a Flight Attendant is required by the Company to undergo a medical examination such examination will be at Company expense.

#### L. CALLING IN WELL

- Lineholder: When a // Lineholder on sick leave sufficiently recovers to resume flying before the end of her/his scheduled sequence that was removed due to sick leave, s/he will notify Crew Scheduling no later than 6:00 PM local domicile time the day prior. If agreed by the Flight Attendant, Crew Scheduling may:
  - a. Assign the Flight Attendant to pick up her/his sequence in a timely and cost efficient manner.
  - b. Assign the Flight Attendant another sequence <u>that</u> will not violate legal rest time before the beginning of the Flight Attendant's next scheduled sequence.
  - c. Allow the Flight Attendant to sit reserve the remainder of her/his scheduled sequence with guaranteed reserve pay of five (5.0) // TFP a day.
  - d. 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 <u>will</u> be collected for the remainder of the sequence.
  - e. In no event will a Flight Attendant be paid for sick leave after s/he resumes flying or assumes reserve status.
- 2. <u>Reserve: When a Reserve on sick leave sufficiently recovers to resume flying before the end of her/his Reserve</u> block that was removed due to sick leave, s/he will notify Crew Scheduling no later than 6:00 PM local domicile time the day prior. If agreed by the Flight Attendant, Crew Scheduling may:
  - a. <u>Allow the Reserve to sit reserve the remainder of her/his reserve block with her/his monthly guarantee</u> restored at five (5.0) TFP for each remaining day in the block.
  - b. If 2.a., above, is not agreed to by the Reserve, allow her/him to remain off duty for the remainder of the reserve block, in which event accrued and unused sick pay will be collected for the remainder of the block.
  - c. In no event will a Reserve be paid for sick leave after s/he resumes assumes reserve status.

# M. SICK LEAVE ON-LINE RETURN TO DOMICILE OR CO-TERMINAL

A Flight Attendant who reports in sick on-line will be returned on the first <u>available AAG flight(s) to the following:</u> <u>her/his domicile or co-terminal, the domicile or co-terminal from which the sequence departed or her/his registered</u> <u>commuter city/co-terminal. S/he will be treated as positive space as a deadhead per Section 10.X.10. [Deadhead].</u>

- N. SICK LEAVE MAKE-UP
  - 1. <u>Methods: A Flight Attendant who uses her/his sick leave bank for sick leave, FMLA or sick family during a</u> month will be afforded the opportunity to restore sick leave by picking up Sick Leave Make-Up Reserve Day(s) on the day(s) designated by Crew Scheduling.
    - a. <u>There will be no fewer than four (4) days designated per bid month at each domicile.</u> These four (4) <u>days will be designated with at least twenty-four (24) hours' notice.</u> Additional days may be declared at <u>any time.</u>
    - b. <u>Crew Scheduling will designate the number of and day(s) available for Sick Leave Make-Up Reserve</u> <u>Day(s). Sick Leave Make-Up Reserve Day(s) will be designated as 1-, 2-, 3-, or 4-day AM/PM blocks.</u>
    - c. <u>The Company will consider the MEC Scheduling chairperson's input in determining the distribution of Sick</u> <u>Leave Make-up days/blocks.</u>
  - 2. Limitations:
    - a. <u>The maximum number of days picked up will be no more than the greater of:</u>



- 1. <u>Day-for-day, e.g. four (4) day trip equals a maximum of four (4) Sick Leave Make-Up Reserve Day(s)</u> or a four (4) day Reserve block equals a maximum of four (4) Sick Leave Make-Up Reserve Day(s).
- For a Lineholder picking up a Sick Leave Make-Up Reserve Day(s): Total sequence TFP divided by five (5), normal rounding convention, e.g. twenty-five (25.0) TFP 4-day sequence equal maximum of five (5) reserve days.
- 3. For a Reserve picking up a Sick Leave Make-Up Reserve Day(s): Any day on which a Reserve calls out sick, including sick on-line, will be eligible for Sick Leave Make-Up Reserve Day(s) on a day-forday basis per 2.a.1., above.
- b. <u>The Flight Attendant may choose to sit fewer day(s) of Sick Leave Make-Up Reserve Day(s) than the</u> <u>maximum number allowed in 2.a., above.</u>
- c. <u>A Flight Attendant may not pick up available Sick Leave Make-Up Reserve Day(s) on the same day(s) as</u> the trip/reserve day(s) for which s/he called in sick.
- d. <u>A Flight Attendant may not pick up available Sick Leave Make-Up Reserve Day(s) within twenty-four (24)</u> hours of reporting sick.
- 3. <u>Timeframe: The Flight Attendant will have up to the next two (2) bid periods to restore sick leave.</u>
- 4. <u>Restoration: A Flight Attendant who makes up time will have her/his sick leave restored to her/his sick leave bank on a TFP for TFP basis. Any premium(s) to which the Flight Attendant is entitled will be paid to her/him in addition to and separate from Sick Leave bank restoration. The Flight Attendants will receive pay and credit for any time flown as Sick Leave Make-Up Reserve Day(s) in excess of sick leave restored. The total TFP value of the sick leave make-up performed (including any reserve day value) will be credited towards the 480 TFP for Vacation (Section 14.A.4. [Vacation/Longevity Paid Time...]), 960 TFP for Longevity PTO (Section 14.A.5. [Vacation/Longevity Paid Time...]), and for bank point and annual record improvement applications under the Attendance Policy (Section 32.G. [Record Improvement...])</u>

Examples:

- a. <u>The Flight Attendant calls in sick for a 3-day eighteen (18.0) TFP sequence, s/he selects two (2) Sick Leave Make-Up Reserve Days. S/he does not receive a flying assignment. The Flight Attendant's sick leave bank is restored ten (10.0) TFP.</u>
- b. <u>The Flight Attendant calls in sick for a 2-day fifteen (15.0) TFP sequence, s/he selects three (3) Sick Leave Make-Up Reserve Days. S/he is assigned a 3-day sequence worth eighteen (18.0) TFP. Her/his sick leave bank will be credited fifteen (15.0) TFP and s/he will be paid the remaining three (3.0) TFP.</u>
- 5. <u>General: Any Flight Attendant sitting a Sick Leave Make-Up Reserve Day(s) will be considered a Reserve</u> <u>Flight Attendant on that day(s).</u>

Sick Leave Make-Up Reserve Day(s) are not eligible for Sick Leave Make-Up. However, until the sick leave from the original occurrence has been restored, the Flight Attendant may utilize Sick Leave Make-Up Reserve Day(s) for that occurrence within the original time parameters.



#### 1. Do I accrue sick leave // for those TFP paid as sick leave?

#### No.

# 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 (7.0) TFP per month for a period not to exceed ninety (90) days. <u>Section 16.G. [Sick Leave Accrual...]</u>

# 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?

<u>Yes.</u> You get attendance points pursuant to <u>Section 32 [Attendance Policy]</u> and you will get paid sick leave 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?

<u>Yes.</u> You get attendance points pursuant to <u>Section 32 [Attendance Policy]</u> and you will get paid sick leave 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, however you accrue attendance points pursuant to Section 32 [Attendance Policy].

- //

# 6. If I am unable to work due to <u>a</u> 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 (7.0) TFP per month for a period not to exceed ninety (90) days. Section 16.G. [Sick Leave Accrual...]

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 <u>Section 16.I.1.a. [Workers' Compensation]</u>.

# 7. In the case of a re-occurrence of an occupational illness or injury, will I be entitled to the <u>twelve</u> (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 <u>Section 16.I.1.a. [Workers' Compensation]</u> will be calculated using the <u>fifty-two (52)</u> weeks of active duty immediately preceding the effective date of the re-occurrence of the occupational illness or injury. <u>Section 16.I.1.a. [Workers' Compensation]</u> (See Arbitration #7-96 (Fishgold 1/23/98))

#### 8. How am I paid if I perform Sick Leave Make-up and I am due premium pay?

<u>A Flight Attendant calls in sick for 5.2 TFP LAS turn out of Seattle in June. She picks up a single Sick Leave</u> <u>Make-Up reserve day on the 4<sup>th</sup> of July and is assigned an 8.0 TFP ANC turn.</u>

Credit/pay for the ANC turn will be:

- <u>8.0 TFP paid at double time.</u>
- <u>5.2 TFP backed out at straight time.</u>
- <u>5.2 TFP restored as sick leave.</u>



#### A. EXAM REQUIREMENTS AND PROCEDURES

A Flight Attendant will be required to submit to any medical, mental or physical examination(s) or test(s) when the Company determines that reasonable grounds exist to establish that a Flight Attendant's medical, mental or physical condition is impaired enough to question her/his ability to perform the job of Flight Attendant. The Flight Attendant will be notified in writing of the reason for the request.

- 1. <u>When the Company withholds a Flight Attendant from service the following will apply:</u>
  - a. <u>S/he will be paid the greater of time lost or for the time withheld based on the average of the last twelve</u> (12) full bid months actually worked.
  - b. On the day of the exam and for any day(s) associated with air travel to and from the exam, the Flight Attendant will be paid the greater of four (4.0) TFP or time that is dropped for each day.
- 2. <u>Transportation to and from exams will be provided at Company expense as follows:</u>
  - a. <u>Flight Attendants not residing in the greater metropolitan area of the exam location will be provided</u> positive space online travel, non-bumpable on AAG (AS and QX) to and from the airport serving that city.
  - b. <u>Ground transportation from the airport to and from the exam will be provided in addition to a hotel room if an over-night stay is required.</u>
- 3. <u>Any physical examination that evaluates a Flight Attendant's ability to perform her/his duties will reasonably</u> and fairly approximate the actual duties and physical requirements of a Flight Attendant.
- 4. <u>Flight Attendants will be provided copies of all medical evaluations, reports, test results and diagnostic</u> interpretations or given the option to have them sent to the doctor of their choice.

#### B. EXAM DISPUTES

<u>A</u> Flight Attendant who disputes the Company's interpretation of a medical examination required by the Company and performed by a <u>doctor</u> selected by the Company may, at her/his option, have a review of her/his case in the following manner:

- 1. Within fifteen (15) days of the date s/he is presented the Company's interpretation, s/he may employ a qualified <u>doctor</u> 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 <u>doctor</u> employed by the Company.
- A copy of the findings of the <u>doctor</u> chosen by the employee <u>will</u> be furnished to the Company within fifteen (15) days following the examination and in the event that such findings verify the findings of the <u>doctor</u> employed by the Company, no further medical review of the case <u>will</u> be afforded.
- 3. In the event that the findings of the <u>doctor</u> chosen by the employee disagree with the findings of the <u>doctor</u> employed by the Company, the Company will, at the written request of the employee, ask that the two (2) <u>doctors</u> agree upon and appoint a third qualified and <u>neutral doctor</u>, 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 <u>will</u> govern.
- Such three (3) doctors, one (1) representing the Company, one (1) representing the employee affected, one (1) <u>neutral</u> doctor approved by the Company doctor and the employee's doctor, <u>will</u> constitute a board of three (3). <u>The majority vote of which will</u> decide the case.
- 5. The expense of employing the <u>neutral doctor will</u> be borne equally by the Company and the Flight Attendant. Copies of such <u>doctor's</u> report <u>will</u> be furnished to the Company and to the employee.
- 6. <u>Transportation to and from the exam and hotel, if necessary, will be provided pursuant to A.2. [Exam Requirements...], above</u>.
- 7. When a Flight Attendant is removed from flight status by the Company as a result of failure to pass the Company's physical examination (including a "Fit for Duty Analysis") and appeals such action under the provisions of this Section, s/he will be returned to service if ultimately found "fit for duty"
- 8. <u>When withheld from service a Flight Attendant will be paid the greater of her/his time lost or for the time</u> withheld based on the average of the last twelve (12) full bid months actually worked. The Flight Attendant will be made whole for all benefits and accruals. The above calculation(s) will be done on a monthly basis.
- 9. For the narrow purposes of this Section, "doctor" will mean a medical doctor (MD).



# A. INVOLUNTARY FURLOUGH MITIGATION

// Prior to implementing a Reduction in Force, the Company and the Association will meet for a period not to exceed fourteen (14) days to consider providing lower line averages, low-bid option lines, adjustment of the line value range or other programs to help mitigate a reduction in force. The Company and the Association must mutually agree to all mitigation programs. When there is a Reduction in Force the Company will // offer // the following:

- 1. Extended Leave of Absence
  - a. <u>The Company will offer extended leaves of absence prior to any furloughs including voluntary furloughs.</u> <u>The Company will determine the number of leaves offered and the duration of the leaves.</u>
  - b. Extended leaves will be awarded in system seniority order.
  - c. <u>The Flight Attendant's longevity will be frozen while out on leave, however seniority will continue to accrue.</u>
  - d. <u>The Flight Attendant will be allowed to maintain medical coverage for the duration of the leave by paying</u> <u>COBRA rates if the Flight Attendant qualified for and purchased medical coverage prior to taking the leave.</u>
  - e. Flight Attendants on an extended leave (as it pertains to this Section) will be eligible for online (AS and QX) travel privileges.
  - f. Flight Attendants on extended leave must remain current, pursuant to Section 15.A.3. [Leaves of Absence - General]. They will be paid for such training and the Company will pay the Flight Attendants' medical premium for those who maintained medical coverage outlined in 1.d., above, during the month s/he attend training. The Company will provide positive space online travel to training, per diem and a hotel room if required.
  - g. <u>Flight Attendants who are on an extended leave, who are involuntarily furloughed, will be removed from extended leave status and placed on involuntary furlough status with all terms, conditions and benefits of involuntary status.</u>
  - h. <u>The Company may request the Flight Attendant on an extended leave return to work prior to the end of her/his extended leave but the Flight Attendant is not required to return before the extended leave expires.</u>
- 2. Voluntary Furloughs //
  - a. The Company will determine varying durations of the voluntary furloughs in addition to "length of furlough" duration but not to exceed five (5) years.
  - b. Voluntary furloughs will be awarded in system seniority order.
  - c. Flight Attendants on voluntary furlough are not eligible for severance pay.
  - d. <u>The Flight Attendant's longevity will be frozen while out on voluntary furlough, however seniority will continue to accrue.</u>
  - e. <u>The Flight Attendant will be allowed to maintain medical coverage at active rates during the voluntary</u> <u>furlough if the Flight Attendant qualified for and purchased medical coverage prior to taking the voluntary</u> <u>furlough.</u>
  - f. Flight Attendants on a voluntary furlough will be eligible for online (AS and QX) travel privileges.
  - g. Flight Attendants on voluntary furlough must remain current, pursuant to Section 15.A.3. [Leaves of Absence General]. They will be paid for such training and the Company will pay the Flight Attendants' medical premium for those who maintained medical coverage outlined in 2.e., above, during the month they attend training. The Company will provide positive space online travel to training, per diem and a hotel room if required.
  - h. <u>Flight Attendants who are on a voluntary furlough and who are subsequently involuntarily furloughed,</u> will be removed from voluntary furlough status and placed on involuntary furlough status with all terms, conditions and benefits of involuntary status.
- 3. If an insufficient number of Flight Attendants bid for voluntary furlough <u>or extended leave</u>, the Flight Attendant with the least Occupational Seniority <u>will</u> be furloughed.



# B. INVOLUNTARY FURLOUGH AFTER COMPLETION OF PROBATION

An employee who has completed the probationary period prior to being furloughed, through no fault or action of her/his own, <u>will</u> receive two (2) weeks' notice or two (2) weeks' pay in lieu of notice. <u>S</u>/he <u>will</u> receive no pay if one or more of the following conditions exist:

- 1. S/he accepts any other employment with the Company.
- 2. The furlough is caused by an act of God, a war emergency, revocation of the Company's operating Certificate(<u>s</u>) or grounding of a substantial number of the Company aircraft.
- 3. The furlough is caused by a strike or picketing of the Company's premises or any work stoppage or other action <u>that</u> would interrupt or interfere with any operations of the Company.

# C. FURLOUGHEE'S REQUIREMENT TO KEEP ADDRESS ON FILE WITH COMPANY

A Flight Attendant who has been furloughed due to a reduction in force <u>will</u> file her/his address with the appropriate representative of the Company having jurisdiction over Flight Attendants at the time of furlough and s/he <u>will</u> thereafter promptly advise the Company of any change in address.

D. RECALL FROM FURLOUGH AND BYPASS

The order of recall from // furlough <u>will</u> be by seniority. <u>A Flight Attendant may decline recall until no Flight</u> <u>Attendant junior to her/him remains on furlough.</u> Flight Attendants will remain on the recall list for a period not to exceed five (5) years.

E. NOTICE OF REEMPLOYMENT

Notice of reemployment <u>will</u> be sent by Certified Mail Return Receipt Requested to the last address on file with the Company. A Flight Attendant <u>will</u> 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. RETENTION OF SICK LEAVE CREDIT DURING FURLOUGH

The Flight Attendant will retain her/his sick leave credit accrued prior to furlough.

G. COMPANY'S REQUIREMENT TO NOTIFY ASSOCIATION PRIOR TO REDUCTION IN FORCE OR RECALL

The Company will notify the MEC President prior to announcing or utilizing a reduction in force or recall of Flight Attendants.

H. <u>RECALL BYPASS FOR FULL-TIME STUDENTS</u>

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 <u>will</u> extend only to the // <u>current term</u>, 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. FURLOUGH LIST

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 <u>Local Executive Council</u> (LEC) President of the domicile affected.

#### J. INVOLUNTARY FURLOUGH SEVERANCE PAY

A Flight Attendant being involuntarily furloughed will receive severance pay as follows:

Years Completed		Severance Allowance		
	1 year but less than 5 years 5 years but less than 6 years 6 years but less than 7 years 7 years but less than 8 years 8 years but less than 9 years 9 years but less than 10 years 10 years but less than 11 years 11 years but less than 12 years 12 years or more of service	40.0 100.0 120.0 140.0 160.0 180.0 200.0 220.0 240.0	TFP TFP TFP TFP TFP TFP TFP TFP	
,,				



#### K. INVOLUNTARY FURLOUGH SENIORITY RETENTION

An employee on involuntary furlough <u>will</u> retain but not accrue seniority. An employee who resigns from the Company loses all seniority immediately upon termination.

# L. <u>RETENTION OF INSURANCE DURING INVOLUNTARY FURLOUGH</u>

A Flight Attendant who has completed probation and is <u>involuntarily</u> furloughed <u>will</u> continue to be covered by the insurance provided in this Agreement for a period of three (3) months. //

# M. ONLINE PASS PRIVILEGES DURING INVOLUNTARY FURLOUGH

A Flight Attendant who has completed probation and is placed on <u>an involuntary</u> furlough will retain // <u>online</u> pass privileges on AS and <u>QX</u> // as follows: Less than one year of serviceOccupational Seniority - 3 months

s than one year of serviceOccupational Seniority	-	3	months
1 year <del>of service<u>Occupational Seniority</u></del>	-	6	months
2 years of serviceOccupational Seniority	-	9	months
3 years of serviceOccupational Seniority	-	12	months
4 years of serviceOccupational Seniority	-	18	months
of service Occupational Seniority and thereafter	-	24	months

#### N. RECALL TO A DIFFERENT DOMICILE

5 years

Flight Attendants who are recalled from furlough into a domicile other than their last assigned domicile will be moved at Company expense subject to the provisions in Section 28.B. [Relocation Expenses].



#### 1. In what order will the Company furlough?

Occupational Seniority on a system-wide basis. Section 18.A.3. [Involuntary Furlough Mitigation]

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

Occupational Seniority on a system-wide basis. <u>Section 18.D. [Recall From Furlough...]</u>

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

You will be recalled to a domicile where a vacancy exists. If you are recalled to a domicile other than your last assigned domicile, you will be moved at Company expense. <u>Section 28.B.3. [Relocation Expenses]</u>

# 4. Do I accrue sick leave while on furlough?

No. <u>Section 16.A. [Sick Leave]</u>. However, you retain any sick leave credit accrued prior to furlough for use if recalled. <u>Section 18.F. [Retention of Sick Leave...]</u>

#### 5. **Do I have insurance benefits while on furlough?**

Yes.

Involuntary furloughed Flight Attendants who have completed probation will be covered for three (<u>3</u>) months. If your involuntary furlough exceeds three (<u>3</u>) months, your coverage will terminate at the end of the three-month (<u>3</u>) period. You will then have the option to continue coverage pursuant to the provisions of COBRA per <u>Section</u> <u>18.L. [Retention of Insurance...]</u>.

Flight Attendants who are awarded a voluntary furlough will be covered for the duration of the voluntary furlough provided they pay the employee portion at the current active rate. <u>Section 18.A.2.e. [Involuntary Furlough Mitigation]</u>

# 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. // You will be credited <u>one and</u> <u>one-third</u> (1.333) TFP for each day you are on a furlough including a voluntary furlough. <u>Sections 18.K. [Involuntary</u> <u>Furlough Seniority Retention]</u> and <u>Section 21.B. [Anniversary Step Increases...]</u>



# A. DISMISSAL OR DISCIPLINARY PROCEDURE

- 1. A Flight Attendant <u>will</u> not be dismissed from the service of the Company or disciplined without notification of such disciplinary action. Such notification <u>will</u> contain a precise statement of the charges. Notice of the disciplinary action <u>will</u> be given within twelve (12) days from the date the Company could reasonably have knowledge of the incident giving rise to the disciplinary action. <u>The twelve (12) days will be extended by any sick leave, leave of absence and/or vacation/Longevity PTO taken by the Flight Attendant, during which time the Company will have no expectation that the Flight Attendant will make her-/himself available unless the Flight Attendant waives such extension. Notice of disciplinary action arising out of a written customer complaint <u>will</u> be deemed to be timely if taken within twelve (12) days, as defined in <u>C.2. [Grievance Procedures General]</u>, below, of the date the customer complaint is received by <u>Customer Care</u> as evidenced by the date received stamp. <u>The twelve (12) days will be extended by any sick leave, leave of absence and/or vacation/Longevity PTO taken by the Flight Attendant waives such extension.</u></u>
  - a. <u>No investigatory or work performance meeting will be conducted until the Flight Attendant has had an</u> <u>adequate opportunity to obtain Union representation. If a Flight Attendant elects to meet on a day off,</u> <u>s/he will be paid four (4.0) TFP. No investigatory or work performance meeting will be scheduled at the</u> <u>end of a duty period that exceeds ten hours and thirty minutes (10:30) unless the Flight Attendant</u> <u>consents.</u>
  - b. Lineholder Investigatory or Work Performance Meetings

The Company will not conduct investigatory or work performance meetings with Flight Attendants during scheduled or unscheduled ground times, unless the Flight Attendant consents. Investigatory or work performance meetings will be conducted after the Flight Attendant completes a sequence or on a day off, at the Flight Attendant's option. The Company may remove a Flight Attendant from her/his sequence or end a Flight Attendant's sequence early to conduct an investigatory or work performance meeting. When this occurs, the Flight Attendant will be pay protected and domicile rest will commence at the end of the meeting. For purposes of this provision, a Lineholder who picks up reserve day(s) and attends a meeting on one of those reserve days will be considered a Reserve.

c. <u>Reserve Investigatory or Work Performance Meetings</u>

The Company will not conduct investigatory or work performance meetings with Reserve Flight Attendants during a reserve day unless the Reserve Flight Attendant consents. Investigatory or work performance meetings will be conducted after the Flight Attendant completes a reserve assignment or on a day off, at the Flight Attendant's option. The Company may end a Flight Attendant's reserve day early or alter his/her reserve assignment to conduct an investigatory or work performance meeting. The Flight Attendant will be paid and credited the greater of actual trips flown or the value of the reserve day. Domicile rest will commence at the end of the meeting. In no event will a Reserve Flight Attendant be returned to reserve status after the meeting on the same calendar day. A Reserve who has picked up a sequence on a day off will be considered a Lineholder for purposes of this provision.

- 2. A Flight Attendant <u>will</u> 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 <u>will</u> be addressed to the <u>division leader of Inflight Services</u>.
- 3. 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.
- Such hearing <u>will</u> be held by the <u>division leader of Inflight Services</u>, 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 <u>will</u> be rendered within ten (10) days, exclusive of Saturdays, Sundays and holidays of the hearings.
- 5. If the decision of the <u>division leader of Inflight Services</u> 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 [Board of Adjustment] of this agreement, provided said appeal must be submitted within ten (10) days of receipt of the decision by the <u>division leader of Inflight Services</u> 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 <u>division leader of Inflight Services</u>, or her/his designee, who <u>will</u> evaluate the grievance and render her/his decision as soon as possible, but not later than ten (10) days following receipt of said grievance, exclusive of Saturdays, Sundays and holidays <u>pursuant to C.2. [Grievance Procedures – General], below.</u>

- 1. 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 <u>Section 20 [Board of Adjustment]</u> of this Agreement.
- 2. The appeal to the Flight Attendants' 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. <u>GRIEVANCE PROCEDURES -</u> 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 <u>will</u> be final and binding. If the Company fails to adhere to the time limits prescribed in this Section, the Flight Attendant <u>will</u> be considered exonerated and the charges against her/him will be dropped.
  - 2. All time limits pertaining to both parties set forth in this Section <u>will</u> refer to work days, rather than calendar days; Saturdays, Sundays and recognized holidays being excluded. <u>Holidays are as follows:</u>
    - a. <u>New Year's Day\*</u>
    - b. Martin Luther King Jr. Day
    - c. President's Day
    - d. Memorial Day
    - e. <u>Independence Day\*</u>
    - f. Labor Day
    - g. <u>Veteran's Day</u>
    - h. Thanksgiving Day
    - i. Day after Thanksgiving
    - j. <u>Christmas Day\*</u>
  - \* If the actual holiday falls on a Saturday the proceeding Friday will be excluded. If the actual holiday falls on a Sunday, the following Monday will be excluded for the purpose of calculating days for timelines.
  - 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 <u>will</u> 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 <u>will</u> 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, <u>will</u> 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.

# D. DISCIPLINARY EIGHTEEN (18) MONTH REMOVAL

<u>All letters of discipline (warning or suspension) will be expunded after eighteen (18) months after the date of issuance</u> and, at the request of the Flight Attendant, will be removed from the Flight Attendant's personnel file.



#### 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 <u>division leader of Inflight</u> <u>Services</u> within twelve (12) business days of the receipt of discipline. <u>Section 19.A.2.</u> [Dismissal or Disciplinary Procedure]

## 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. <u>Section 19.B. [Grievances Not Involving...]</u>

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

Yes. Section 19.C.8. [Grievance Procedures - General]



#### A. <u>DEFINITION OF BOARD OF ADJUSTMENT</u>

There is hereby established a Board of Adjustment for the purpose of adjusting and deciding disputes that may arise under the terms of the Flight Attendants' Agreement and any amendments or additions thereto and that are properly submitted to it, which <u>the</u> Board will be known as "Alaska Airlines Flight Attendants' Board of Adjustment" hereinafter referred to as the "Board".

#### B. <u>MEMBERS OF THE BOARD</u>

The Board <u>will</u> consist of four (4) members, two (2) of whom will be selected and appointed by the Association and two (2) by the Company, and such appointees <u>will</u> be known as "Adjustment Board Members." The Board may be reduced to one member from each side by mutual agreement of the parties.

#### C. JURISDICTION OF THE BOARD

The Board will 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 <u>will</u> not extend to proposed changes in hours of employment, rates of compensation or working conditions covered by existing agreements between the parties hereto.

#### D. CONSIDERATION OF DISPUTE(S) BY THE BOARD

The Board <u>will</u> 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. <u>SEMI-ANNUAL GRIEVANCE REVIEW</u>

The <u>division leader of Inflight Services</u> 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. DISPUTE REPORTING REQUIREMENTS

All disputes properly referred to the Board for consideration <u>will</u> be addressed to the Chairperson. Five (5) copies of each petition, including all papers and exhibits in connection therewith, <u>will</u> be forwarded to the Chairperson who <u>will</u> promptly transmit one (1) copy thereof to each member of the Board. Each case submitted <u>will</u> 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 <u>will</u> be considered by the Board, which has not been first handled in accordance with the Grievance Procedure contained in this Agreement.

#### G. HEARING DATE

Upon receipt of notice of the submission of a dispute, the Chairperson <u>will</u> set a date for hearing. Within <u>sixty</u> (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.

#### H. <u>GRIEVANT'S REPRESENTATION</u>

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, writing or both.

## I. WITNESSES

On request of individual members of the Board, the Board may, by a majority vote, or <u>will</u> 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 <u>will</u> not be greater than the number that can be spared from the operation without interference with the service of the Company.



# J. MAJORITY VOTE

A majority vote of all members of the Board <u>will</u> be competent to make a decision.

# K. DECISION(S) OF THE BOARD

Decisions of the Board in all cases properly referable to it <u>will</u> be final and binding upon the parties hereto.

# L. MEDIATION PROVISION

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 select a System Board Panel using the process described in 20.N., below. //
- The Employer and the Association <u>will</u> 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 <u>will</u> submit to the arbitrator and to each other a statement of the issues it considers to be in dispute.
- 3. The arbitrator <u>will</u> not have the power to add to or subtract from or modify any of the terms of this Agreement.
- 4. Each party <u>will</u> bear its own expense with respect to the preparation and presentation of the matter to the arbitrator. The cost or expense of the arbitrator and the conference room <u>will</u> be borne equally by the Employer and the Association.
- 5. The arbitrator <u>will</u> issue her/his award within thirty (30) days after the close of the hearing.

# N. SYSTEM BOARD PANEL SELECTION

The Company and the Association will meet during August of each year for the purposes of establishing a panel of eight (8) arbitrators and scheduling arbitration hearing dates for the following year.

- 1. Establishing the Panel
  - a. <u>The Association and the Company will each exchange a list consisting of six (6) arbitrators who are</u> members of the National Academy of Arbitrators. The names common to both lists will be automatically added to the panel.
  - b. <u>The names not common to both lists will be combined into one list alphabetically and the parties will</u> <u>strike until only the number of names sufficient to complete the panel remains. A coin toss will determine</u> <u>who strikes first. The Association will call the toss.</u>
- 2. <u>Scheduling Dates</u>
  - a. <u>Ten (10)-Thirteen (13)</u> mutually agreed-to hearing dates will be established throughout the calendar year, excluding the months of November and December.
  - b. <u>After soliciting availability from all empaneled arbitrators, the Association and the Company will assign</u> <u>each neutral to a hearing date.</u> Two of the neutrals will each be assigned to a second set of dates. Each party will select one arbitrator to fill an additional date.
- 3. Additional Arbitration Dates
  - a. <u>Should the parties desire an additional hearing date, or should an arbitrator become unavailable for a scheduled date, the arbitrators on the panel will be solicited for availability and selected by mutual agreement. If the parties cannot mutually agree on a neutral, the process outlined in 1.b., above, will be employed using the panel list.</u>
  - b. For each subsequent additional hearing date, an arbitrator already assigned an additional hearing date will be excluded from the solicitation. The selection process outlined in 3.a., above, will be followed.
- 4. <u>Term of the Panel</u>

The Arbitrators selected in August for the following year's panel will stay on the list for the entire year unless mutually removed by the parties.



#### O. BOARD MEMBER PROTECTIONS

It is understood and agreed that each and every Board Member <u>will</u> 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.

## P. BOARD RECORDS

The Board <u>will</u> maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.



# A. STEP RATES OF PAY

Flight Attendants will be compensated on the basis of the appropriate step rate as follows:

	Pre-DOR	+4.5%	+1.5%	+1.5%	+2.5%
	Rate	<u>1/1/2018</u>	<u>12/17/2018</u>	<u>12/17/2019</u>	<u>12/17/2020</u>
Year 1 DOH	<u>\$22.28</u>	<u>\$23.28</u>	<u>\$23.63</u>	<u>\$23.98</u>	<u>\$24.58</u>
Year 2 Step 1	<u>\$25.26</u>	<u>\$26.40</u>	<u>\$26.80</u>	<u>\$27.20</u>	<u>\$27.88</u>
<u>Year 3 <del>Step 2</del></u>	<u>\$26.51</u>	<u>\$27.70</u>	<u>\$28.12</u>	<u>\$28.54</u>	<u>\$29.25</u>
Year 4 Step 3	<u>\$28.79</u>	<u>\$30.09</u>	<u>\$30.54</u>	<u>\$31.00</u>	<u>\$31.78</u>
Year 5 Step 4	<u>\$30.06</u>	<u>\$31.41</u>	<u>\$31.88</u>	<u>\$32.36</u>	<u>\$33.17</u>
<u>Year 6 <del>Step 5</del></u>	<u>\$33.88</u>	<u>\$35.40</u>	<u>\$35.93</u>	<u>\$36.47</u>	<u>\$37.38</u>
Year 7 Step 6	<u>\$37.18</u>	<u>\$38.85</u>	<u>\$39.43</u>	<u>\$40.02</u>	<u>\$41.02</u>
Year 8 Step 7	<u>\$38.38</u>	<u>\$40.11</u>	<u>\$40.71</u>	<u>\$41.32</u>	<u>\$42.35</u>
Year 9 Step 8	<u>\$39.43</u>	<u>\$41.20</u>	<u>\$41.82</u>	<u>\$42.45</u>	<u>\$43.51</u>
Year 10 Step 9	<u>\$40.91</u>	<u>\$42.75</u>	<u>\$43.39</u>	<u>\$44.04</u>	<u>\$45.14</u>
Year 11 Step 10	<u>\$43.92</u>	<u>\$45.90</u>	<u>\$46.59</u>	<u>\$47.29</u>	<u>\$48.47</u>
<u>Year 12 <del>Step 11</del></u>	<u>\$46.87</u>	<u>\$48.98</u>	<u>\$49.71</u>	<u>\$50.46</u>	<u>\$51.72</u>
Year 13 Step 12	<u>\$51.01</u>	<u>\$53.31</u>	<u>\$54.11</u>	<u>\$54.92</u>	<u>\$56.29</u>
Year 14 Step 13	<u>\$51.96</u>	<u> \$54.30</u>	<u>\$55.11</u>	<u>\$55.94</u>	<u>\$57.34</u>
<u>Year 15 Step 14</u>	<u>\$52.90</u>	<u>\$55.28</u>	<u>\$56.11</u>	<u>\$56.95</u>	<u>\$58.37</u>
Year 16 Step 15	<u>\$53.85</u>	<u>\$56.27</u>	<u>\$57.11</u>	<u>\$57.97</u>	<u>\$59.42</u>

<u>Step</u>	ĐOS	<del>DOS +1</del>	<del>DOS +2</del>	<del>DOS +3</del>	<del>DOS +4</del>
DOH*	<u>\$21.31</u>	<del>\$21.63</del>	<del>\$21.95</del>	<del>\$22.28</del>	<del>\$22.62</del>
Step 1	<u>\$24.16</u>	<u>\$24.52</u>	<u>\$24.89</u>	<u>\$25.26</u>	<u>\$25.64</u>
Step 2	<u>\$25.35</u>	<u>\$25.73</u>	<u>\$26.12</u>	<u>\$26.51</u>	<u>\$26.91</u>
Step 3	<u>\$27.53</u>	<u>\$27.94</u>	<u>\$28.36</u>	<u>\$28.79</u>	<u>\$29.22</u>
Step 4	<u>\$28.75</u>	<u>\$29.18</u>	<u>\$29.62</u>	<del>\$30.06</del>	<u>\$30.51</u>
Step 5	<u>\$32.40</u>	<u>\$32.89</u>	<u>\$33.38</u>	<del>\$33.88</del>	<u>\$34.39</u>
Step 6	<u>\$35.56</u>	<del>\$36.09</del>	<del>\$36.63</del>	<u>\$37.18</u>	<u>\$37.74</u>
Step 7	<del>\$36.70</del>	<u>\$37.25</u>	<u>\$37.81</u>	<u>\$38.38</u>	<u>\$38.95</u>
Step 8	<u>\$37.71</u>	<u>\$38.28</u>	<u>\$38.85</u>	<u>\$39.43</u>	<u>\$40.02</u>
Step 9	<u>\$39.12</u>	<u>\$39.71</u>	<del>\$10.30</del>	<u>\$40.91</u>	<u>\$41.52</u>
Step 10	<del>\$42.00</del>	<u>\$42.63</u>	<u>\$43.27</u>	<u>\$43.92</u>	<del>\$44.58</del>
Step 11	<u>\$44.82</u>	<u>\$45.49</u>	<del>\$46.17</del>	<u>\$46.87</u>	<u>\$47.57</u>
Step 12	<del>\$48.78</del>	<u>\$49.51</u>	<del>\$50.25</del>	<del>\$51.01</del>	<u>\$51.77</u>
Step 13	<del>\$49.69</del>	<u>\$50.43</u>	<u>\$51.19</u>	<del>\$51.96</del>	<u>\$52.74</u>
Step 14	<u>\$50.59</u>	<u>\$51.35</u>	<u>\$52.12</u>	<u>\$52.90</u>	<u>\$53.70</u>
Step 15	<del>\$51.50</del>	<u>\$52.27</u>	<del>\$53.06</del>	<del>\$53.85</del>	<del>\$54.66</del>

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\*DOH Step includes first twelve (12) months of employment



# B. <u>ANNIVERSARY STEP INCREASES (IF APPLICABLE)</u>

Flight Attendants <u>will</u> move to <u>Step 1 at the completion of the "Year 2" step rate of pay</u> one (1) year <u>from their</u> <u>Flight Attendant Occupational Seniority date of employment with the Company as a Flight Attendant</u> and will thereafter move up one (1) step on <u>her/his</u> <u>the anniversary of their</u> Flight Attendant <u>Occupational</u> <u>Seniorityanniversary</u> date. Flight Attendants on the payroll as of the date of execution of this <u>contract Agreement</u> <u>will</u> retain their step rate and move into the next step on their anniversary date.

# C. // LONGEVITY PREMIUM

- 1. <u>After a Flight Attendant has completed achieved sixteen (16) years of Occupational Seniorityservice as an</u> <u>Alaska Airlines Flight Attendant</u> s/he will be compensated one dollar (\$1.00) Longevity Premium on Worked <u>TFP (exclusive of vacation and sick leave).</u>
- After a Flight Attendant has <u>completed achieved twenty</u> (20) years of <u>Occupational Seniorityservice as an</u> <u>Alaska Airlines Flight Attendant</u> s/he will be compensated one dollar and fifty cents (\$1.50) Longevity Premium on Worked TFP (exclusive of vacation and sick leave).
- After a Flight Attendant has completed achieved twenty-five (25) years of Occupational Seniorityservice as an Alaska Airlines Flight Attendant s/he will be compensated two dollars (\$2.00) Longevity Premium on Worked TFP (exclusive of vacation and sick leave). A Flight Attendant will be compensated an additional one dollar (\$1.00) Longevity Premium on Worked TFP (exclusive of vacation and sick leave) for each subsequent five (5) years of Occupational Seniority achieved service completed as an Alaska Airlines Flight Attendant (e.g. 30 \$3.00, 35 \$4.00, 40 \$5.00, 45 \$6.00, 50 \$7.00, etc.).
- D. <u>MINIMUM PAY RULES (MPRs)</u>
  - 1. Duty Period Minimum (DPM)

<u>A Flight Attendant will receive a minimum of four (4.0) TFP for each duty period in a sequence.</u>

2. Extended Overnight Rule (EOR)

<u>A Flight Attendant will receive an additional four (4.0) TFP minimum for each scheduled or actual period of time in a sequence completely free from duty between 1:00 AM and 11:00 PM (local time).</u>

3. Multiday Sequence Minimum (MSM)

A Flight Attendant will receive a minimum of four (4.0) TFP times the number of calendar days in a multiday sequence with two (2) or more duty periods that is scheduled with or actually has fewer duty periods than the number of calendar days. A Flight Attendant will not be paid MSM on any sequence traded away at a SIP or as a jet bridge trade of a partial sequence.

4. Average Duty Period Guarantee (ADPG)

A Flight Attendant will be paid a minimum of five (5.0) TFP times the number of duty periods in a sequence. Sick Leave and/or pay protection will not be paid on ADPG (Sections 16.D. [Sick Leave Pay...] and/or 21.M. [Pay Protection...]). A Flight Attendant will not be paid ADPG on any sequence partially or completely dropped due to illness or injury, or on a partial sequence traded away at a SIP or as a jet bridge trade.

5. MPRs as Applied to SIPs and Jet Bridge Trades

If a Flight Attendant initiates a modification to a sequence excluding Base Turns in Section 8.T. [Base Turns] (e.g. SIPs or Jet Bridge Trades), the resulting sequence(s) will not be subject to the ADPG and MSM. The DPM will be retained in all duty periods not affected by such modification but will not apply to duty periods affected by the SIP(s) or Jet Bridge Trade(s). If Crew Scheduling subsequently modifies the sequence(s) (e.g. for assignment to a Reserve or creating a Premium OT sequence), the aforementioned MPRs will apply.

6. <u>MPR Credit Towards Two-hundred Forty (240.0)/Four-hundred Eighty (480.0) TFP Thresholds and Line</u> <u>Building</u>

<u>All MPRs will be considered credit towards two-hundred forty (240.0)/four-hundred eighty (480.0) TFP</u> thresholds, Reserve guarantee, sick leave accrual and pay.

<u>DPM(s) EOR(s) and MSM will be credited toward line building per Section 10.Y. [Sequence Construction] if</u> known prior to bidding.

7. <u>DPM, MSM and EOR will apply to pay protection calculations (21.M. [Pay Protection...], below).</u>



- MPRs will be credited and paid consistent with Section 10.Y.6. [Sequence Construction]. In the event that the sum total TFP value of a sequence does not meet the minimum TFP requirement of the ADPG, additional TFP will be compensated in order to bring the TFP value of the sequence up to the ADPG once the sequence has been flown pursuant to D.4., above.
- 9. <u>Sit Pay will be paid in addition to all Minimum Pay Rules pursuant to 21.T. [Sit Pay], below.</u>

Premium pay will not be paid on Minimum Pay Rules (21.U. [Premium Pay], below).

## E. <u>TFP CALCULATION</u>

#### 1. Standard TFP

For the purposes of pay computation, a standard TFP <u>will</u> be any flight for which the nonstop mileage according to the // <u>U.S. Department of Transportation (DOT) Bureau of Transportation Statistics inter-airport distance</u> // is two-hundred forty-three (243) miles or less. A non-standard TFP <u>will</u> 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 that would, if applied to Flight Attendants, be more beneficial to the Flight Attendants, then the nonstandard TFP formula used for pilots <u>will</u> also apply to Flight Attendants.

2. Non-standard TFP

Flight Attendants will be paid for non-standard TFP at the rate of one (1.0) standard TFP as set forth in E.1., above, plus one-tenth (0.1) 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 E.1., above.

#### F. COMPENSATION IN A BID MONTH AND MONTH END OVERLAP

A Flight Attendant's pay for a given bid month <u>will</u> include all TFP that 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 <u>the</u> entire overlapping duty period is included in the pay for the bid month in which the duty period began.

G. <u>"A" POSITION PAY</u>

Each flight <u>will</u> have an "A" position ("B" on a Combi Aircraft) Flight Attendant. Each Flight Attendant who flies in the "A" position <u>will</u> receive two dollars (\$2.00) for each TFP flown or credited. <u>Such compensation will be paid on</u> <u>Minimum Pay Rules (21.D. [Minimum Pay Rules]</u> above) and will not be paid on <u>Sit Pay (21.T. [Sit Pay]</u>, below).

- H. HOLIDAY PREMIUM
  - <u>A</u> Flight Attendant // will be paid <u>two</u> times (2.0<u>x</u>) her/his // trip rate for flights flown <u>and/or Airport Standby</u>, including surface deadhead, on Thanksgiving Day, <u>Christmas Eve</u>, Christmas Day, <u>New Year's Day</u> and Independence Day. For Reserves, <u>one times</u> (1.0<u>x</u>) goes toward the reserve guarantee and <u>one times</u> (1.0<u>x</u>) is paid above the Reserve's guarantee on flights actually flown <u>and/or Airport Standby</u>, including surface deadhead.
  - A Flight Attendant will be eligible for this holiday pay for any flight <u>and/or Airport Standby</u>, including surface deadhead, <u>which</u> begins and/or ends on the actual day of the holidays named in this provision. <u>However, if</u> the flight operates and is scheduled to touch the holiday, but as a result of the operation does not touch the actual holiday, the Flight Attendant will be eligible for the holiday premium.
  - 3. If a Flight Attendant reports for a sequence containing a flight that is scheduled to operate on a holiday and that flight subsequently cancels, then the Flight Attendant will receive one (1) TFP at two times (2.0x) her/his trip rate for the canceled flight in addition to all other appropriate pay premiums and pay provisions (including pay protection, if applicable). For a Reserve, one (1.0) TFP will be paid above the guarantee and one (1.0) TFP will be credited towards guarantee, both at straight time.

# I. INTERNATIONAL PAY

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.

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## J. BLOCK AND GROUND DELAYS

Flight Attendants will receive compensation for block and ground delays paid at one-half (0.5) TFP per hour, prorated and rounded up to the nearest one tenth (0.1) TFP, at the Flight Attendant's step rate. Block and ground delays are calculated separately and will not be paid unless the delay meets or exceeds eleven minutes (:11). If the delay meets or exceeds eleven minutes (:11), the first eleven minutes (:11) of the delay is also counted. Block and ground delays are paid in the following circumstances: //

- 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).
- 2. When the actual flight time exceeds the scheduled block-to-block time.

||

- 3. When an aircraft is diverted enroute 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 <u>this</u> Section. It is understood that the airport pair of the actual segment will be different from that of the originally scheduled segment. Compensation under <u>this</u> Section if appropriate, <u>will</u> 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 <u>eleven</u> minutes (:11) or more past the scheduled departure.
- 5. 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 <u>eleven</u> minutes (:11).
- K. <u>PUBLICITY, PROMOTIONAL AND OTHER SPECIAL ASSIGNMENTS</u>

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 (6.0) // TFP at the "A" position.

//

L. DEADHEAD COMPENSATION (INCLUDING SURFACE DEADHEAD)

## (See also <u>Section 10.X. [Deadhead]</u>.)

A Flight Attendant who deadheads at <u>the</u> Company's request <u>will</u> be paid or credited the appropriate trip rate for the flight on which s/he deadheads. Flight Attendants <u>will</u> be paid and credited at one-half (0.5) // TFP for each surface deadhead segment.

## M. PAY PROTECTION DUE TO WEATHER, MECHANICAL OR TO SUIT COMPANY CONVENIENCE

- If any flights appearing on a Flight Attendant's line of time are cancelled 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 <u>a</u> multi<u>day</u> sequence(s) including an overnight(<u>s</u>), the Flight Attendant <u>will</u> be paid according to // the TFP scheduled (excluding Sit Pay and Average Duty Period Guarantee), except as provided for in Section 10.S. [Pre-Cancellations].
- 2. 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 <u>Section 28.F.2. [Co-terminals]</u> in addition to any pay protection already due under this Paragraph.
- A Flight Attendant may pick up additional flying on a day in which s/he is pay protected and will receive both pay protection and the value of the additional scheduling obligation; however, sick leave will not be paid on such picked up flying not flown on any day(s) in which s/he is already receiving pay protection (Section 16.D. [Sick Leave Pay...]).



#### N. STRANDED PAY

In the event a Flight Attendant is stranded, i.e. unable to fly her/his sequence (the sequence that is on her/his line following check-in) as scheduled for more than two hours (2:00), due to weather, mechanical problems, or to suit Company convenience, s/he will receive pay for such stranding (i.e. the act of being stranded) as described below.

- 1. When a Flight Attendant is stranded, s/he will be compensated on a day-for-day basis except as provided for under 1.e. (stranded pay in a sequence with a Multiday Sequence Minimum (MSM)) and 1.f. (stranded pay in a sequence with an Average Duty Period Guarantee (ADPG)), below, as follows:
  - a. <u>The TFP value of flights flown including surface deadhead in addition to any TFP added to achieve the</u> <u>Duty Period Minimum; and</u>
  - b. Sit Pay; and
  - c. Any applications of the Extended Overnight Rule (EOR) not related to the stranding(s); and
  - d. <u>If the sequence in which the stranding occurs does not contain a Multiday Sequence Minimum (MSM),</u> the greater of:
    - (Stranded pay:) The TFP value of all instances of stranded pay in the day pursuant to N.2., below; or
    - 2. (Pay protection:) The scheduled TFP value of scheduling obligations not flown or made up that day as a result of the stranding(s) plus the TFP value of any scheduling consequence(s) resulting from the applicable stranding(s) that directly affects any duty or rest period in the same or subsequent sequence(s) (e.g. when related to the stranding: any Extended Overnight Rule application(s), adjustments due to compensatory "double-out" rest or other contractual legalities, etc.); or
  - e. <u>If the sequence in which the stranding occurs contains a Multiday Sequence Minimum (MSM), the greater</u> of:
    - 1. <u>(Stranded pay in the entire sequence:) The TFP value of all instances of stranded pay in the sequence</u> pursuant to N.2., below; or
    - 2. (All pay protection:) The scheduled TFP value of all scheduling obligations not flown or made up in the entire sequence plus the TFP value of any MSM over the life of the sequence plus the TFP value of any scheduling consequence(s) resulting from the applicable stranding(s) that directly affects any duty or rest period in the same or subsequent sequence(s) (e.g. when related to the stranding: any Extended Overnight Rule application(s), adjustments due to compensatory "double-out" rest or other contractual legalities, etc.); and
  - f. <u>TFP added to the sequence to achieve the Average Duty Period Guarantee (ADPG).</u>
  - g. <u>If a duty period crosses midnight such duty period will be credited in the day in which the duty period</u> <u>starts for the purposes of calculating pay protection or stranded pay pursuant to this provision.</u>
- 2. <u>Stranded Pay</u>
  - a. <u>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 (1.0) TFP for each four hours (4:00) of such period (over two hours (2:01 or more) will count as a full four hours (4:00), two hours (2:00) or less will not count).</u>
  - b. Each stranding will be considered separately whenever possible and calculated accordingly for pay purposes; however if the sequence in which a stranding occurs contains a Multiday Sequence Minimum, all instances of stranded pay are considered across the entire sequence pursuant to 1.e., above. If multiple strandings occur in a sequence such that it is not possible to isolate which scheduling consequence(s) is directly related to a particular stranding for the purposes of determining the greater of stranded pay or pay protection pursuant to N.1.b.2., above, the TFP value of such scheduling consequence(s) will be considered against each applicable stranding separately.
  - c. Each occurrence of stranded pay between flights in the same duty period will reduced by one (1.0) TFP for Sit Pay already compensated for ground time in excess of two hours (2:00) during the same period pursuant to 21.T. [Sit Pay], below.



- d. <u>Unless otherwise provided elsewhere in this Agreement, receiving Stranded Pay will not negate a Flight</u> <u>Attendant's right to receive other pay provisions.</u>
- If a Flight Attendant has been given an alternate assignment (such as under Sections 10.R. [Reassignments], 10.S. [Pre-cancellations] and/or 16.L. [Calling in Well], etc.) and s/he is stranded during the alternate assignment, the baseline for the pay protection comparison pursuant to 1.d.2. and 1.e.2., above, is the greater of the following on a day-for-day comparison:
  - a. <u>The TFP value of the sequence on the Flight Attendant's line prior to any scheduling adjustment(s); or</u>
  - b. <u>The TFP value of the alternate assignment flown.</u>
- 4. If a Flight Attendant is stranded and such stranding leads to a RON that results in flying during a duty period commencing on a scheduled day off, stranded pay under 21.N. will be calculated separately from compensation under Section 9.D.1.d [Company's Right to Assign JA]. The period used to calculate stranded pay under this Section will continue up to the time the duty period preceding the unscheduled RON was scheduled to end (i.e. the time the final duty period of the sequence that was on the Flight Attendant's line following check-in was scheduled to end). The compensation under Section 9.D.1.d [Company's Right to Assign JA] of one (1.0) TFP for every four hours (4:00) until release at domicile will begin thereafter. //
- O. <u>PAY SHORTAGE</u>

In the event there is a shortage of payment in a Flight Attendant's paycheck of one-hundred dollars (\$100.00) or more due to Company error, and the Flight Attendant desires payment for such shortage prior to the next payday, the Flight Attendant will notify Crew Administration who will arrange for the payment for such shortage within three (3) work days of normal office hours.

P. OVER-DUTY COMPENSATION

If a Flight Attendant's duty day exceeds twelve hours and thirty minutes (12:30), s/he will be compensated in accordance with Sections 8.F. [Over-Duty Pay], 8.G. [Fourteen Hour (14:00) Duty...] and 8.H. [Compensatory (Double-Out) Rest], unless provided for elsewhere in the Agreement.

Q. COMPENSATION FOR FLYING GREATER THAN SCHEDULED

If a Flight Attendant is given a Reassignment on a scheduled day of work, s/he will be compensated for flying greater than scheduled per Section 10.R.5. [Reassignments] and 21.N. [Stranded Pay], if applicable. If a Flight Attendant is JA'd at the completion of a scheduled sequence, s/he will be compensated per Section 9.D.1.d. [Company's Right to Assign JA].

- R. PRODUCTIVITY PREMIUM PROGRAM (PPP) QUARTERLY PRODUCTIVITY PREMIUM (QPP)
  - 1. <u>The Productivity Premium Program (PPP) for the bid months of June, July, August, and December will be</u> <u>considered individually. A Flight Attendant will receive a Quarterly Productivity Premium (QPP) if Worked TFP</u> <u>during a calendar quarter exceeds the TFP equivalent of the Flight Attendant's combined monthly PBS bid</u> <u>award in that calendar quarter.</u>
    - a. <u>To qualify for the PPP in any of these months, a Flight Attendant's Worked TFP plus any paid vacation credit (inclusive of Longevity Paid Time Off) and unpaid vacation credit of four (4.0) TFP per day in that month must meet or exceed the TFP equivalent of the Flight Attendant's PBS bid award by at least five (5.0) TFP. PPP in these months will be compensated at three-hundred and fifty dollars (\$350) per month.</u>
    - b. Individual Block Months: TFP Requirement for each individual month\*:

June	June's bid award TFP equivalent plus 5.0 TFP
July	July's bid award TFP equivalent plus 5.0 TFP
August	August's bid award TFP equivalent plus 5.0 TFP
<u>December</u>	December's bid award TFP equivalent plus 5.0 TFP

<u>\*\$350 premium paid for each qualifying month. Vacation credit (paid and unpaid) and Longevity PTO</u> count toward meeting the premium TFP goal. See 1.a., above.

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- 2. The Productivity Premium Program (PPP) for the bid months of January, February, March, April, May, September, October and November will be considered collectively as a block. For any full bid month in which a Flight Attendant is on a "no-bid" status, the TFP equivalent of her/his bid award will be seventy five (75.0) TFP. The TFP value of any month-end overlap carry-in or pre-planned absences will be excluded in a "no-bid" month for the purposes of determining the TFP equivalent of her/his bid award.
  - a. <u>To qualify for the PPP in this block of months, a Flight Attendant's Worked TFP plus any paid vacation credit (inclusive of Longevity Paid Time Off) and unpaid vacation credit of four (4.0) TFP per day in that block must meet or exceed the TFP equivalent of the Flight Attendant's combined monthly PBS bid awards by at least forty (40.0) TFP. PPP for this block of months will be compensated at one-thousand one-hundred (\$1100).</u>
  - b. Collective Block of Months: TFP Requirement for combined months\*:

January, February, March, April May, September, October and November

<u>All 8 month's combined bid award TFP equivalent plus</u> 40.0 TFP.

\*\$1100 premium paid when qualifying for the entire block of 8 months. Vacation credit (paid and unpaid) and Longevity PTO count toward meeting the premium TFP goal. See 2.a., above.

- 3. <u>If a Flight Attendant is awarded a Reserve Line the TFP equivalent of her/his bid award is five (5.0) TFP</u> multiplied by the number of reserve days awarded, plus any of the following if applicable: carry-in, vacation credit and non-recurrent Company-required training.
- 4. Sick Leave Make-Up TFP is excluded, except for TFP in excess of sick bank restoration.
- 5. <u>OPP when achieved will be paid as follows:</u>

Quarter 1	(Jan-Mar)	five-hundred dollars	<u>(\$500.00)</u>
<del>Quarter 2</del>	( <u>Apr-Jun)</u>	five-hundred dollars	<u>(\$500.00)</u>
Quarter 3	(Jul-Sep)	one-thousand dollars	<u>(\$1000.00)</u>
Quarter 4	(Oct-Dec)	five-hundred dollars	<u>(\$500.00)</u>

- 6.5. OPP PPP is eligible for 401(k) Company match (pursuant to Section 27.B. [401(k) Company Match]).
- 7.6. Taxes on OPP PPP will be withheld consistent with the applicable Internal Revenue Service Individual Tax Rate Schedule and the Flight Attendant's current Form W-4 withholding allowances.
- 8.7. <u>QPP\_PPP</u>\_payouts are considered "incentive pay" under the Performance Based Pay (PBP) plan. The determination of whether <u>QPP\_PPP</u> payouts are PBP eligible earnings are governed by plan rules and therefore <u>QPP\_PPP</u> payouts are not PBP eligible earnings under the current plan.

## S. PRE-BOARDING COMPENSATION

- 1. Lineholder: One-half (0.5) TFP
- 2. <u>Reserve on duty except for Airport Standby: One-half (0.5) TFP paid towards guarantee (Section 11.F.8.</u> [Airport Standby])
- 3. <u>Reserve off duty: One-half (0.5) TFP paid above guarantee</u>
- 4. <u>Airport Standby Reserve: No additional compensation other than Airport Standby credit (Section 11.F.8.</u> [<u>Airport Standby]</u>)
- T. <u>SIT PAY</u>
  - 1. <u>Scheduled or actual ground time in excess of two hours (2:00) between flights in the same duty period will be paid an additional one (1.0) TFP.</u>
  - 2. Sit Pay will be paid in addition to all Minimum Pay Rules (21.D. [Minimum Pay Rules], above).
  - 3. <u>Sit Pay will be paid above a Reserve's guarantee.</u>
  - 4. <u>Sick Leave, pay protection and/or premium pay will not be paid on Sit Pay (Section 16.D. [Sick Leave Pay...]),</u> 21.M. [Pay Protection...], and 21.U. [Premium Pay]).



## U. PREMIUM PAY

Whenever premium pay (i.e. pay at one and one-half times (1.5x) the trip rate or greater) is due, such pay applies only to flights flown including surface deadhead, training pay and other pay as specifically provided for elsewhere in the Agreement. Premium pay is not paid on Minimum Pay Rules (21.D. [Minimum Pay Rules]) or Sit Pay (21.T. [Sit Pay]), above.

## V. "SCHEDULED" OR "ACTUAL" FOR MINIMUM PAY RULES (MPRs) AND / OR SIT PAY

When determining the greater of "scheduled or actual" for the purposes of Minimum Pay Rules (21.D. [Minimum Pay Rules]) or Sit Pay (21.T. [Sit Pay]), above, "scheduled" will mean the sit time and/or TFP scheduled when the sequence was originally constructed by Crew Planning, created by Crew Scheduling, or when picked up from or traded with Open Time or another Flight Attendant unless specifically excluded pursuant to provisions related to Jet Bridge Trades (Section 12.C.7. [Trading Procedures]) or SIPs (Section 12.G. [Sequence Interruption Point...]). An automated scheduling adjustment by Winds Aloft or a successor program (i.e. a program that calculates projected flying time due to winds at altitude) made to a sequence already on a Flight Attendant's line is not considered "scheduled" for the purposes of determining eligibility for Minimum Pay Rules and/or Sit Pay.



#### 1. How am I paid if my aircraft diverts enroute?

When an aircraft is diverted enroute due to conditions at the originally scheduled destination, the actual block-toblock time is compared with that of the originally scheduled segment for calculation under <u>Section 21.J.3. [Block</u> <u>and Ground Delays]</u>. The TFP under <u>Sections 21.D. [Minimum Pay Rules], 21.E. [TFP Calculation]</u> and <u>21.F.</u> [Compensation in a Bid Month] will be paid for the greater of scheduled or actual flying.

#### 2. How am I paid if I am on an unscheduled overnight?

See <u>Section 9.D.1.d. [Company's Right to Assign JA] and Addendum to Section 9 #2</u> for <u>an</u> unscheduled overnight into days off <u>subsequent to being JA'd at the completion of your sequence</u>. <u>See Sections 9.D.1.d. [Company's</u> <u>Right to Assign JA] and 21.N.4. [Stranded Pay] for a stranding that leads to an unscheduled overnight into days</u> <u>off. See Sections 10.R.5. [Reassignments], 21.M. [Pay Protection] and Addendum to Section 21 #8</u> for <u>an</u> unscheduled overnight(<u>s</u>) into days on.

#### 3. What is stranded pay?

Stranded pay: If <u>you are on a sequence that does not contain a Multiday Sequence Minimum (MSM) and</u> you are stranded in excess of two hours (2<u>:01 or more</u>) due to weather, mechanical problems or to suit Company convenience, you will <u>generally</u> be paid the greater of <u>(see Section 21.N. [Stranded Pay] for exact details</u>):

The scheduled // TFP value of cancelled flights not flown or made up that same day; or

<u>C</u>ommencing 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 (1.0) TFP for each four hours (4:00) of such period (over two hours (2:01 or greater) will count as a full four hours (4:00); two hours (2:00) or less will not count) //.

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

			<u>50</u>	chequied	Sequence			
DAY	FLT NBR	ORG	DST	DEP	ARR	BLK TIME	TFP	TOTAL TFP
SU	530	SEA	- BUR	1000	1218	218	2.7	5.1
SU	583	BUR	- PDX	1255	1505	210	2.4	
MO	504	PDX	- LAX	0655	0908	213	2.5	7.9
MO	553	LAX	- PDX	0950	1208	218	2.5	
MO	712	PDX	- PHX	1355	1710	223	2.9	
ΤU	725	PHX	- PDX	0700	0844	244	2.9	3.9
ΤU	723	PDX	- SEA	0915	1000	50	1.0	

Scheduled Sequence

TOTALS 16.9 hard-time TFP // + 4.0 TFP Duty Period Minimum (DPM) of 0.1 TFP = 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 domicile on Flight 723, departing PDX at 1655. You have been stranded in Portland for over eight hours (8:00). You will be paid the greater of <u>one</u> (1.0) TFP Stranded Pay <u>(two (2.0) TFP Stranded Pay for a stranding over eight hours (8:00) but reduced by one (1.0) TFP already paid as Sit Pay over two hours (2:01+)) or the scheduled TFP value of cancelled flights not flown or made up the same day.</u>

					<u> </u>	Revised Se	equence			
DAY		FLT NBR	ORG		DST	DEP	ARR	BLK TIME	TFP	TOTAL 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 //  $\pm$  4.0 TFP Duty Period Minimum (DPM) of 0.1 <u>TFP</u> + Stranded Pay of 1.0 TFP  $\pm$  Stranded Pay of 1.0 TFP = 19.0 total TFP. TFP paid for Stranded Pay can be identified on your Flight Attendant Pay Detail by the absence code "SR". <u>Section</u> 21.N. [Stranded Pay]

//



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

If your actual ground time exceeds your scheduled ground time by // <u>eleven</u> minutes (:11) or more (not including turn times), you are paid one-half (0.5) TFP per hour, prorated and rounded up to the nearest one-<u>tenth</u> (.1) TFP, at the Flight Attendant's step rate including the first // <u>eleven</u> minutes (:1<u>1</u>), for block and ground delays. <u>Section</u> 21.3. [Block and Ground Delays]

# 5. 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 // <u>eleven</u> minutes  $(:1\underline{1})$  <u>or more</u>, you are paid onehalf (0.5) TFP per hour, prorated and rounded up to the nearest <u>one-tenth</u> (0.1) TFP, at the Flight Attendant's step rate including the first // <u>eleven</u> minutes  $(:1\underline{1})$  for block and ground delays. Block delays will be paid automatically with a few exceptions that you must submit an Activity Claim Form for:

- a. Block delays over sixty minutes (:60).
- Block delays on a flight that crosses midnight (12:00 AM) at any time. <u>Section 21.J. [Block and Ground Delays]</u> [See Arbitration #37-94 (Gaunt 2/5/96)]

//

## 6. 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. <u>Section 21.M.2. [Pay Protection...]</u> If your flight cancels in advance of the day of departure, the provisions of <u>Section 10.S. [Pre-Cancellations]</u> will apply.

||

#### 7. Does ground holding accrue during debrief?

No. Section 21.J. [Block and Ground Delays]

8. 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 // at <u>one and one-half times</u> (1.5<u>x</u>) the trip rate <u>on a duty period</u> <u>by duty period basis</u>. 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 <u>as Minimum Pay Rules and/or Sit Pay</u> // when <u>comparing sequences for the purposes of calculating the pay for the // reassignment in accordance with Sections 10.R.5. [Reassignments] and/or 21.M. [Pay Protection...].</u>

||

#### 9. Is it possible to receive stranded pay and delay pay?

Yes, if you are stranded for over two (2) hours while you are on duty. Once you are released into crew rest, you will receive only stranded pay under <u>Sections 21.N. [Stranded Pay]</u> (or pay under <u>9.D.1.d. [Company's Right to Assign JA]</u> if released into an unscheduled RON).

10. What do I get paid for alcohol or drug testing? You will receive fifteen dollars (\$15.00).

#### 11. How am I paid for the taxi leg in Phoenix from the international to domestic terminal?

You will receive <u>fifteen dollars</u> (\$15.00). If block-in at the international gate (including clearing customs and taxi) to block-in at the domestic gate exceeds one (1) hour, you will receive an additional <u>fifteen dollars</u> (\$15.00) for each hour of duty worked, prorated to the nearest minute. You will also be compensated the <u>fifteen dollars</u> (\$15.00) if you call in sick for the sequence that includes the taxi leg.

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

- 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 will receive <u>fifteen dollars</u> (\$15.00).
- 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 will receive <u>fifteen dollars</u> (\$15.00). In this circumstance, if the Flight Attendant's duty time continued beyond one (1) hour after initial block-in time at the international terminal, s/he will receive <u>fifteen dollars</u> (\$15.00) for each additional hour of duty worked, prorated to the nearest minute. Duty time will 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.

#### 12. Do I accrue sick leave on stranded pay?

No. Section 16.D. [Sick Leave Pay...]

#### 13. 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 (4.0) TFP minimum, the Flight Attendant would receive the two dollars (\$2.00) "A" premium pay for each TFP flown or credited.

#### 14. When do I advance to the next pay step?

You will advance a pay step <u>based on your the</u> anniversary <u>of your Occupational Seniority</u> date <u>unless otherwise</u> <u>provided for in the [Virgin America Flight Attendant Transition Agreement]</u>. //

#### 15. Minimum Pay Rule and/or Sit Pay Examples:

Evame	le of a 1	-day pairing:	(W/ ADDC & Sit Da	2	Evam	le of a 3	-day pairing: (	W/ FOP)			
Example of a 1-day pairing: (w/ ADPG & Sit Pay)						Examp		-uay pairing: (	W/LOKJ		
<u>Day</u> <u>1</u>	Flight 187 188 45 46	DEP ANC14:05 FAI 15:50 ANC 19:07 BET 21:10	ARR FAI 15:04 ANC 16:54 BET 20:20 ANC 22:15 Actual TFP: Bid TFP: Paid TFP:	TFP 1.0 1.0 1.4 1.4 1.4 4.8 4.8 <b>6.0</b>	<u>SIT</u> :46 <i>2:13</i> :50	<u>Day</u> <u>1</u> <u>2</u> <u>3</u>	Flight 473 698 699 456	<u>GEG 06:00</u> <u>SEA 09:00</u>	ARR SEA 21:50 GEG 23:58 over in GEG) SEA 07:06 LAX 11:38	TFP 2.8 1.0 1.0 2.8 7.6	<u>SIT</u> 1:10 1:54
-			<u>ee (ADPG) 5.0 x 1</u> at 1.0 TFP x 1 sit					nded Overnight R Same total value	Bid TFP: Paid TFP: Lule pays 4 TFP fo of 12 TFP.	<u>12.0</u> <b>12.0</b> r Day 2 (	<u>30hr</u>
Examp	ole of a 4	-day pairing:	(w/ ADPG & Sit Pa	<u>iy)</u>		Examp	ole of a 1	-day pairing: (	<u>w/ Sit Pay)</u>		
<u>Day</u> <u>1</u> <u>2</u> <u>3</u> <u>4</u>	Flight 527 372 373 362 365 346 359 532	DEP ONT 17:00 SEA 21:21 SMF 10:33 SEA 14:50 SMF 06:53 SEA 09:58 OAK 09:55 SEA 13:55	ARR SEA 19:37 SMF 23:13 SEA 12:28 SMF 16:29 SEA 09:09 OAK 11:56 SEA 11:56 ONT 16:30	TFP 2.8 1.9 1.9 1.9 1.9 2.1 2.1 2.8	1:44 <i>2:22</i> :49 1:59	Day 1 Additi	Flight 470 479	DEP SEA 06:55 LAX 12:00	<u>ARR</u> LAX 09:25 SEA 14:43 <u>Actual TFP:</u> <u>Bid TFP:</u> <u>Paid TFP:</u> urs paid at 1.0 TF	<u>TFP</u> <u>2.8</u> <u>2.8</u> <u>5.6</u> <u>5.6</u> <u>6.6</u> P x 1 sit	SIT 2:35 (1 TFP)
_			Actual TFP: Bid TFP: Paid TFP: ee (ADPG) 5.0 x 4 at 1.0 TFP x 1 site								



# A. <u>PER DIEM</u>

A Flight Attendant <u>will</u> 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 <u>fifteen</u> minutes (:<u>15</u>) 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 <u>fifty</u> cents (<u>\$2.50</u>) per hour. //

## B. TRANSPORTATION

<u>Company will provide dependable transportation from airport to layover point and return. When transportation is</u> <u>not provided within thirty-five minutes (:35) from block-in or within ten minutes (:10) of the scheduled departure</u> <u>time from the hotel, Flight Attendants will be reimbursed for the actual expenses incurred for transportation to or</u> <u>from the airport.</u>

//

## C. BUY ON BOARD FOOD DISCOUNT FOR WORKING CREW

If perishable or non-perishable food items are available for sale on a flight, a Flight Attendant may purchase one (1) item per duty period at fifty percent (50%) of the retail price. Perishable items left over may be consumed upon completion of the service at no cost.

//

## D. PASSPORT RENEWALS

(For procedures when a Flight Attendant does not have her/his passport during the renewal process and has international flying, see <u>Section 10.S.12. [Pre-Cancellations]</u>.)

The Company will pay for all passport renewals, <u>including a renewal required due to a name change</u>. Flight Attendants are responsible for any other costs associated with renewal, such as photographs or expedited fees.



#### 1. What are the rules for passport renewal?

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

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 international flying, <u>Section 10.S.12</u>. [Pre-Cancellations], will be used to find alternate flying for the Flight Attendant. If no flying is available for <u>the</u> Flight Attendant, s/he will be pay <u>protected</u>, in accordance with <u>Section 10.S. [Pre-Cancellations]</u>, 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 international flying, without pay, until the passport is received. //

If a Flight Attendant who checks in for <u>international</u> flying has forgotten her/his passport, s/he will be removed from the flying without pay. //

**Table of Contents** 



## A. <u>FLIGHT ATTENDANT INSURANCE PLAN(S)</u>

The Flight Attendants' insurance plan <u>will</u> be separated from the Company-wide plan and <u>will</u> provide benefits comparable to those offered under the Alaska Airlines <u>pilot's pilots'</u> insurance program, subject to the following limitation:

1. Premiums: A Flight Attendant's contribution toward PPO medical/dental/vision costs <u>will be in accordance with</u> <u>the schedule below.</u> However, in no event will the annual increase in the Flight Attendant cost exceed fifteen percent (15%) per year irrespective of the table below. //

<u>Year</u>	Cost Sharing
<u>2015</u>	Rates determined by 2010 extension
<u>2016</u>	<u>18%</u>
<u>2017</u>	<u>19%</u>
<u>2018</u>	<del>20%</del>
<u>2019</u>	<u>20%-in effect during status quo period</u> Rates frozen at 2019 contribution rates during life of Agreement, including
2019 and beyond	status quo period.

- 2. The <u>2019</u> rates will remain in effect until re-negotiated in a successor <u>collective bargaining</u> agreement <u>to the</u> <u>2018-2021 JCBA</u>.
- 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.
  - //
- B. ELIGIBILITY FOR INSURANCE
  - 1. Flight Attendants must fly or be credited four-hundred eighty (480.0) TFP in a calendar year to be eligible for Company-paid medical, dental and vision insurance <u>inclusive of the following:</u>
    - a. Worked TFP;
    - b. Sick leave TFP; and
    - c. <u>Maximum vacation (based on Company Seniority)/Longevity PTO TFP (based on years of serviceOccupational Seniority), no pay or flying requirement for either).</u>

#### Examples:

- 1. <u>A Flight Attendant has five (5) years of service (YOS)Company Seniority—and could</u> potentially have eighty-four (84.0) TFP vacation credit, but s/he did not meet the fourhundred eighty (480.0) TFP threshold the year prior and therefore has no vacation pay. Regardless, eighty-four (84.0) TFP will be credited towards her/his four-hundred eighty (480.0) TFP threshold for insurance qualification. This "soft credit" will not apply for gualification for any other threshold (e.g. uniform or vacation).
- A Flight Attendant has sixteen (16) <u>YOS-years of Company Seniority</u> and could potentially have one-hundred and twelve (112.0) TFP vacation credit, but s/he did not meet the fourhundred eighty (480.0) TFP threshold the year prior and therefore has no vacation pay. Regardless, one-hundred and twelve (112.0) TFP will be credited towards her/his fourhundred eighty (480.0) TFP threshold for insurance qualification. This "soft credit" will not apply for qualification for any other threshold (e.g. uniform or vacation).
- 2. <u>In B.1. above, unpaid TFP credit will be applied and/or the look-back period will be modified consistent with</u> <u>Sections 15.M. [Leaves with Coordination...] and 15.N. [Unpaid Leaves...], as applicable.</u>
- 3. If the Flight Attendant is not credited with <u>four-hundred eighty</u> (480.0) TFP in the calendar year <u>pursuant to</u> <u>B.1. and B.2.</u>, above, s/he may elect to forego Company insurance coverage or to pay the entire premium.



4. Company-paid coverage will be restored in the first full month after the Flight Attendant flies or is credited <u>four-hundred eighty</u> (480.0) TFP in a calendar year.

## C. LONG TERM DISABILITY INSURANCE PLAN

- 1. <u>The Company will pay one-hundred percent (100%) of the premiums to an insurance carrier for a Long Term</u> <u>Disability insurance (LTD) policy for all eligible Flight Attendants</u>. The insurance carrier will be selected by the <u>Company</u>, so long as the LTD policy meets the following minimum specifications.
  - a. <u>Eligibility:</u>

A Flight Attendant will be eligible for the LTD plan if the date of her/his qualifying disability occurs no earlier than the first day of the bid month following her/his initial thirty (30) days of service. S/he will remain eligible for any month during which the date of her/his qualifying disability occurs while s/he is on the active payroll or on an approved leave of no more than thirty-one (31) days unless a longer duration is allowed by the insurance contract. Provided the Flight Attendant has met the qualifications for the LTD benefit and s/he is employed by the Company on the date of her/his qualifying disability, s/he will continue to receive such benefit after separation from the Company, subject to the provisions of this Section and plan rules.

b. Elimination Period:

The plan will have an elimination (waiting period) of one-hundred eighty (180) days after the date that the Flight Attendant becomes disabled.

c. Duration:

LTD benefits will continue to be paid as long as the Flight Attendant remains disabled under the terms set forth in the LTD policy, but will cease upon reaching Social Security Normal Retirement Age (SSNRA), unless the insurance carrier underwriting the plan extends benefits to meet a minimum benefit period it establishes.

d. Duration for disabilities after SSNRA:

Covered Flight Attendants who become disabled after their SSNRA will receive no fewer than twelve (12) months of benefits, provided that s/he remains disabled under the terms set forth in the plan.

e. Pre-Existing and Certain Other Medical Conditions:

LTD benefits will be subject to pre-existing condition limitations and exclusions established by the insurance carrier. Also, the insurance carrier may not provide coverage, or may limit the length of benefits, for certain conditions see C.5.e.1., below, for list of examples.

- 1. <u>An otherwise covered disability will be deemed pre-existing if it is due to a medical condition for</u> which s/he received a diagnosis or treatment during the three (3) month period prior to the date of eligibility for LTD coverage.
- 2. <u>After twelve (12) months of coverage under the LTD plan, the medical condition will no longer be</u> <u>considered pre-existing for the purposes of determining eligibility for benefits.</u>
- 2. <u>Benefits</u>
  - a. <u>The monthly LTD benefit will equal fifty percent (50%) of the Flight Attendant's average monthly TFP earnings for the last twelve (12) months of active service prior to date of disability (excluding approved leaves or furlough).</u>
    - 1. "<u>TFP earnings" includes all amounts paid in TFP, but does not include Visa payments, per diem, PBP,</u> <u>OPR, other bonuses or forms of compensation.</u>
    - The "TFP earnings" will be prorated for Flight Attendants who do not have twelve (12) months of active service. For example, a Flight Attendant who has six (6) months of active service, with a total of four-hundred twenty (420.0) paid TFP, will be prorated to average monthly earnings of seventy (70.0) TFP.
  - b. <u>The maximum monthly benefit will be five-thousand dollars (\$5,000.00).</u>
  - c. <u>The minimum monthly benefit will be the greater of fifteen percent (15%) of "TFP earnings" or one-hundred dollars (\$100.00).</u>



- d. If a Flight Attendant becomes deceased while eligible to receive benefits under the LTD plan, her/his designated survivor will receive a lump sum equal to six (6) months' gross benefit.
- 3. <u>Definition of Disability</u>
  - a. <u>For the first twenty-four (24) months that a Flight Attendant receives LTD benefits, s/he will be considered</u> <u>disabled if s/he is unable to perform her/his own occupation due to a covered disabling illness or injury.</u>
  - b. <u>After twenty-four (24) months of receiving LTD benefits, a Flight Attendant will be considered disabled if s/he is unable to perform any occupation, due to a covered disabling illness or injury, that pays at least sixty percent (60%) of her/his pre-disability earnings.</u>

If the carrier selected by the Company offers an "any occupation" definition of eighty percent (80%) of pre-disability earnings (versus sixty percent (60%)) at a cost load for the definition of disability that is no more than five percent (5%) higher than for the "any occupation" definition of sixty percent (60%), the Company will specify that the "any occupation" definition be eighty percent (80%) of pre-disability earnings. If the cost load of an "eighty percent (80%) definition" is more than five percent (5%) greater than the "sixty percent (60%) definition", but a lower percentage definition would not exceed the five percent (5%) cost load, and it is offered by the carrier, then that percentage definition will be used (e.g. "seventy percent (70%) definition" or "seventy-five percent (75%) definition").

#### 4. Offsets

- a. <u>The following will be offset from the Flight Attendant's gross monthly LTD benefits:</u>
  - 1. Social-security disability for the member only (not family members).
  - Workers' Compensation benefits, except that there is no offset for payments received attributable to "permanent impairment" (i.e. payments received for loss of limb or other complete impairment, which are paid in addition to income continuation payments under Workers' Compensation laws).
  - 3. <u>Sick leave paid to the Flight Attendant by the Company that, when added to the amount of the LTD benefit, exceeds one-hundred percent (100%) of pre-disability earnings.</u>
  - 4. Any other offset required by the insurance carrier and not specifically set forth in C.4.b., below.
- b. The following will not be offset from the Flight Attendant's gross monthly LTD benefits:
  - 1. Work incentive (alternate duty), up to one-hundred percent (100%) of pre-disability earnings.
  - 2. Sick leave up to one-hundred percent (100%) of pre-disability earnings.
  - 3. <u>Vacation pay, grievance settlements or awards, profit sharing, and imputed income.</u>
  - 4. Income from a job/self-employment that the Flight Attendant held prior to date of disability.
  - 5. <u>Pensions received from an employer other than Alaska Airlines.</u>
- 5. Request for Proposal (RFP) Process
  - a. <u>The MEC President or her/his designee will be engaged in the RFP process.</u>
  - b. <u>The MEC President or her/his designee will have the right to review quotes received and plan descriptions.</u>
  - c. AFA will not object to any plan that meets the requirements of 23.C. [Long Term Disability...].
  - d. <u>The Company will provide the insurance carrier(s) with the then-current Flight Attendant job description</u> <u>as part of the RFP and renewal process(es).</u>
  - e. <u>The Company will attempt (but not be required, initially or upon renewal) to achieve additional plan</u> <u>benefits/design components. Examples of such components include, but are not limited to:</u>
    - 1. <u>Elimination of or limiting exclusions for self-reported conditions; muscular-skeletal conditions; mental</u> <u>or nervous disorders, such as schizophrenia or bipolar disorder, Alzheimer's disease/organic brain</u> <u>disease.</u>
    - 2. Limiting offsets that would reduce the LTD benefit.
    - 3. <u>Providing custom communications to members.</u>
    - 4. <u>Providing those who are receiving benefits with a non-mandatory ten percent (10%) rehabilitation</u> incentive.



- 5. <u>Maintaining eligibility for continuous, uninterrupted coverage while on approved leaves of a duration</u> longer than thirty-one (31) days as outlined in C.1.a., above.
- 6. <u>Group Health Care Benefits</u>
  - a. While receiving LTD benefits under this plan, a Flight Attendant may continue group health care coverage (medical/dental/vision) at active-employee rates for the Flight Attendant and dependents (if applicable) for the duration of disability benefits, twenty-four (24) months, or until Medicare-eligible, whichever is earlier. Coverage must be continuous (i.e. the Flight Attendant must be on active coverage at commencement of LTD benefits in order to be eligible to continue health care benefits while on LTD). Flight Attendants will be required to remit premiums by the first of the month for each month's coverage, with a thirty (30) day grace period. If a premium is not received by the end of the thirty (30) day grace period, active coverage will be terminated and cannot be reinstated.
  - b. Flight Attendants returning to active service from LTD will be eligible for group health care coverage (medical/dental/vision) at active-employee rates for the Flight Attendant and dependents (if applicable) for no less than twelve (12) active bid months. At the end of twelve (12) bid months following return to active service from a LTD a Flight Attendant must fly or be credited four-hundred eighty (480.0) TFP in the preceding twelve (12) bid months in order to remain eligible for group health care coverage (medical/dental/vision).
- 7. Miscellaneous
  - a. <u>A Flight Attendant receiving LTD benefits will not be on active payroll, unless s/he is coordinating with sick leave or vacation/Longevity PTO or performing work incentive (alternate duty). S/he will receive an unpaid credit of one and one-third (1.333) TFP towards the four-hundred eighty (480.0) TFP.</u>
  - b. <u>A Flight Attendant receiving LTD as a result of a compensable, work-related injury will retain and accrue seniority.</u>



# A. JURY DUTY

The Company should be notified by a Flight Attendant of any impending jury duty <u>or subpoenaed to appear as a</u> witness or deponent in any proceeding arising out of or connected with her/his employment as soon as possible. For the purposes of this section, any provisions referring to jury duty will also apply to situations in which a Flight Attendant is subpoenaed to appear as a witness or deponent in any proceeding arising out of or connected with her/his employment. For job related court appearance compensation, see Section 24.F. [Job Related Court Appearance...], below. 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 <u>or subpoenas</u> with <u>Crew Administration</u> as soon as possible <u>after</u> <u>the notification</u> of jury duty <u>or subpoena</u> 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 (5) days of the work week (Mon.-Fri.) 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 weekend sequence(s) or reserve day(s). Five (5.0) TFP will be deducted from the reserve guarantee for each weekend reserve day(s) dropped. A Reserve will be pay protected for any sequence(s) or reserve day(s) during the work week (Mon.-Fri.) at five (5.0) TFP per day for reserve or the total value of the sequence(s) dropped. If the Reserve picked up flying prior to receiving the summons, s/he will be pay protected the value of the sequence(s) and/or picked up reserve day(s). The Flight Attendant must inform Crew Administration at least forty-eight (48) hours prior to the departure of the sequence or the beginning of the reserve day midnight (12:00 AM) whether or not s/he will fly. The Flight Attendant will not be required to fly a sequence with a destination determined by Crew Scheduling to have circumstances that 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 <u>Crew</u> <u>Administration</u> 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 <u>Crew</u> Scheduling to have circumstances that 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 midnight (12:00 AM).
- 5. <u>If a Lineholder is on call with the court on a daily basis, the Company will, upon request, drop a sequence with pay protection, in its entirety or at the SIP, when check-in for the sequence is after the time s/he is required to call the court, or would be considering reasonable travel time to the airport.</u>
- 6. 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 <u>Crew Administration</u> 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 <u>Crew Administration</u> to drop a sequence for jury duty.
- 7. 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.
- 8. Flight Attendants will be paid the TFP actually scheduled on the Flight Attendant's line <u>when written proof of the time served on jury duty is submitted to Crew Administration</u>. A Flight Attendant who properly notifies the Company will be compensated as long as the Flight Attendant provides supporting paperwork (e.g. copy of any service paperwork received from the court, etc.) designating those days s/he served or was available for 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.



9. 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.

 $\parallel$ 

- 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 <u>on any day(s) in which s/he does not have jury duty</u>. 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 <u>four</u> (4.0) TFP <u>Duty Period Minimum (DPM)</u>. The Flight Attendant who picks up or is assigned the SIP will receive the <u>four</u> (4.0) TFP <u>DPM</u>.
- 11. <u>Provisions for Registered Air Commuters</u>

Registered air commuters who have received a summons for jury duty must comply with the rules stated above. In addition, upon request, the Company will drop sequences(s) and/or reserve day(s) without pay when:

- a. <u>S/he must call the court on a daily basis to learn whether s/he has jury duty the following day, and s/he must begin her/his commute (including adequate time to travel to the airport) prior to the time she would learn whether she has jury duty; or</u>
- b. <u>S/he is scheduled to fly a sequence that ends too late for her/him to commute to her/his registered</u> <u>commuter city to perform jury duty the following day.</u>
- c. <u>The scheduled arrival time of her/his commuter flight into the registered commuter city is less than ten</u> hours (10:00) prior to the start of jury duty.
- d. <u>The scheduled check in of the first commuter flight (of the "two flight difference" under the air commuting</u> provisions of the Commuter Policy) is less than ten hours (10:00) following the release from jury duty.
- B. FLIGHT ATTENDANT AND ELIGIBLE DEPENDENT(S) PASS AND REDUCED FARE PRIVILEGES

All Alaska Airlines Flight Attendants and their immediate families <u>will</u> be allowed the same pass and reduced fare privilege afforded other Alaska Airlines employees in accordance with Company policy.

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C. WRITTEN DOCUMENTATION REQUIREMENTS

All orders involving furloughs, leaves of absence, discipline or anything else affecting pay will be in writing.

D. MISCELLANEOUS JOB DUTIES CLARIFICATION

A Flight Attendant will not be required to perform work normally assigned to a cleaner, provisioner, ramp or operations agent. The Flight Attendant will make a reasonable effort to tidy up the aircraft.

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E. RIGHT TO RECEIVE PERSONNEL FILE

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.

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# F. JOB RELATED COURT APPEARANCE COMPENSATION

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 <u>the greater of TFP missed</u> or a minimum of six (6.0) TFP under the provisions of Section 27.P.1.e. [Company Business...] and such TFP will count toward her/his monthly credit. For job related court appearance arising from crewmember physical assault, see Section 25.I. [Crewmember Physical Assault].

G. CONTRACTUAL NON-REVENUE PASS TRAVEL COMPANY REQUIREMENT(S)

Flight Attendants are not required to wear their uniform when riding on the jumpseat, <u>when</u> not on duty <u>or when</u> <u>a deadheading Flight Attendant is not scheduled for a subsequent flying leg in the same duty period</u>. Flight Attendants will be required to be in possession of their Company identification badge and comply with the Company dress code for non-revenue passengers.



# H. LACTATING ACCOMODATIONS

The Company will make accommodations for lactating Flight Attendants on the aircraft provided it does not interfere with Flight Attendant duties and flight schedules. <u>The Company</u> will <u>also</u> provide private areas at domiciles and training centers as long as it does not require expenditures of funds.

# I. DEPENDENT CHILD ACCOMPANYING A WORKING FLIGHT ATTENDANT

The child of a Flight Attendant may accompany the Flight Attendant when s/he is a working crewmember 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
- 2. The child is accompanied by another adult.
- J. 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.

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# K. VOLUNTARY FOREIGN LANGUAGE TRAINING

The Company may at its discretion offer Voluntary Foreign Language Training as follows:

- 1. <u>Flight Attendants who volunteer for language training will enroll in and begin a Company-approved language course.</u>
- 2. <u>The Company will reimburse the cost of tuition and required materials associated with the language course</u> <u>at a Company approved school. All training will be subject to the following conditions:</u>
  - a. The employee was classified as a Flight Attendant while enrolled in the language course;
  - b. The Company has approved the language course prior to the Flight Attendant's enrollment; and
  - c. <u>The Flight Attendant must maintain a minimum of a "C" grade average and complete the course within</u> the recommended time frame.
- 3. <u>When offered, the Company will make a reasonable effort to approve at least one language training facility at each domicile location in addition to an online course. Alternatively, a Flight Attendant may locate a training program on her/his own and request that it be approved by the Company.</u>

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## A. COMPANY RECOGNITION OF AIR SAFETY, HEALTH AND SECURITY COMMITTEE

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>Air</u> Safety, Health and Security Committee (<u>ASHSC</u>) to be appointed by the Association.

#### B. <u>SAFE AND HEALTHY WORKPLACE</u>

The Company will provide a safe and healthy workplace. The Company will inform Flight Attendants of potential environmental hazards.

## C. <u>SAFETY MEETINGS</u>

- The <u>ASHSC</u> will be notified and may send a representative to any and all Company health and safety meetings affecting Flight Attendants. The Company will consider the recommendations of the <u>ASHSC</u> in matters affecting the safety and health of Flight Attendants.
- The Company<u>'s</u> safety committee and the <u>ASHSC will</u> meet quarterly to study and evaluate matters relating to the safety of Flight Attendants.
- D. SAFETY INFORMATION
  - 1. The MEC <u>ASHSC</u> 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.
  - 2. 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 <u>ASHSC</u> the parties' interests and concerns for inflight safety <u>prior to making a final decision</u> and allow the Association to comment on the aircraft acquisition or changes to the cabin interior of the current fleet. <u>The Company retains the right to make all decisions regarding aircraft or changes to the cabin interior.</u>
  - 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 <u>ASHSC</u>, on at least a quarterly basis, will // review // all job related Flight Attendant accidents, illnesses and Hazard Reports and will issue written recommendations. The <u>ASHSC</u> 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 that affect Flight Attendants as they become available to Alaska Airlines.
  - 6. <u>Air contamination and noise level information, if monitored by Government agencies and furnished to the Company will be furnished to the ASHSC.</u>
- E. ACCIDENTS, SERIOUS INCIDENTS OR HIJACKING
  - 1. Upon notification of an accident, serious incident or hijacking involving Flight Attendants, the Company will promptly notify the MEC President or designee.
    - a. Aircraft Accident An occurrence <u>that</u> causes damage to a Company aircraft with Flight Attendants on board 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 on board by actual or threatened force or violence.
    - c. Serious Incident An occurrence with Flight Attendants on board a Company aircraft involving any of the following:
      - 1. Serious injury to a Flight Attendant.
      - 2. Actual passenger evacuation of an aircraft.
      - 3. Fire or smoke on the aircraft (including on the ground).
      - 4. Assault or crew interference.



- 5. Rapid decompression.
- 6. Severe turbulence.
- 7. Cabin preparation for evacuation and/or emergency landing.
- 8. Death on board, where a Flight Attendant provided medical assistance.
- 2. The Company <u>will</u> 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 <u>will</u> 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 will be released from her/his schedule to do so and will be furnished free, positive space transportation by the Company, <u>if applicable</u>, and will be pay protected.

## F. COMPANY NOTIFICATION TO ASSOCIATION OF HOSTILITIES AND POLITICAL DISRUPTIONS

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.

- G. CABIN ENVIRONMENT AND WORKING CONDITIONS
  - 1. The Company will perform maintenance checks of aircraft environmental systems and ensure these systems perform to applicable governmental regulations.
  - 2. 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.
  - 3. <u>A Flight Attendant will not be required to fly on a ferry flight on which there is an inoperative engine.</u>
  - 4. <u>The Company will reimburse employees for their out-of-pocket costs for a Hepatitis B vaccination cycle</u> (currently three (3) shots, once per lifetime), one (1) confirmation antibody and one (1) additional vaccination cycle, if necessary. Such vaccination(s) must be administered at a Company approved clinic.
  - 5. <u>If an annual influenza vaccination is not paid at one-hundred percent (100%) by Company insurance, a Flight</u> <u>Attendant will be reimbursed up to a maximum of twenty-five dollars (\$25.00) per calendar year.</u> <u>Reimbursement will be made through the normal expense report process (receipt required).</u>
  - 6. When a Flight Attendant becomes ill or injured at an international destination, the Company, once notified, will endeavor to ensure health care access locally. A Flight Attendant will be liable for reimbursing the Company any payments made on her/his behalf under this provision that are not covered by her/his personal health care coverage or Workers' Compensation coverage.
  - 7. If a Flight Attendant becomes ill or injured at any station other than her/his domicile or co-terminal, the Company will attempt to arrange for another Flight Attendant/crewmember, if willing, or another Company employee or manager/supervisor to accompany the ill /injured Flight Attendant to the hospital or treatment center. The ill or injured Flight Attendant may decline this provision.
  - 8. <u>The Company will ensure the online transportation (on AAG) of a deceased Flight Attendant's remains or the remains of her/his immediate family (as defined in Alaska Airlines System Regulations) by the Company without charge.</u>
- H. 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 <u>Department of Transportation</u> (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. <u>The Company will consider the Association's recommendations</u>.
- 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 her-/himself to EAP assistance prior to the notification of any drug or alcohol test will be considered a self-referral.
- 7. When the Company becomes aware of a conflict involving a Flight Attendant and another co-worker, management will assess the conflict. At management's discretion, the situation will be referred to EAP/Professional Standards.
- I. CREWMEMBER PHYSICAL ASSAULT
  - 1. <u>The Company will continue to maintain zero tolerance for assaults and/or interference involving crewmembers.</u>
  - 2. <u>Any employee subjected to assault while at work will receive the Company's full support, including appropriate</u> in-house legal assistance, reasonable travel expenses and paid absence for time away from work necessary to attend criminal proceedings associated with the prosecution of the attacker.
  - 3. <u>Criminal or Civil Suits (in which criminal charges are filed)</u>
    - a. <u>A Flight Attendant may be required to testify in court.</u>
    - b. <u>The Company will provide a Flight Attendant who is assaulted on the job, additional legal advice and</u> <u>supervisory assistance necessary to pursue appropriate criminal charges. However, the Company cannot</u> <u>represent a Flight Attendant in criminal or civil suits.</u>
    - c. <u>The Company will pay essential food, lodging, transportation and salary requirements of a Flight</u> <u>Attendant necessary for criminal prosecution of the assault.</u>
    - d. <u>The Company will counsel a Flight Attendant pursuing a civil suit regarding her/his rights and assist her/him in finding an attorney.</u>



#### A. <u>MEMBERSHIP CONDITION OF EMPLOYMENT</u>

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 <u>one-hundred eighty</u> (180) days of employment). For the purpose <u>this</u> Section, a Flight Attendant <u>will</u> 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. <u>NEW HIRE APPLICATION AND MEMBERSHIP REQUIREMENT</u>

All new Flight Attendants of the Company hired on or after the effective date of this Agreement, <u>will</u> make application for membership in the Association within sixty (60) days after date of employment with the Company, and <u>will</u> thereafter maintain membership in the Association as provided for in <u>Section 26.A. [Member Condition of Employment]</u>, above //.

#### C. MEMBERSHIP DUES DELINQUENCY NOTIFICATION

If a member becomes delinquent in the payment of her/his initiation fee or membership dues, such member <u>will</u> 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 <u>will</u> 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. FAILURE TO REMEDY DUES AFTER DELINQUENCY NOTIFICATION

If upon the expiration of the fifteen (15) days, the Flight Attendant still remains delinquent, the Association <u>will</u> certify in writing to the Company <u>and</u> 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 <u>will</u> then take proper steps to discharge such Flight Attendant from the services of the Company. Such discharge <u>will</u> be deemed to be for just cause.

## E. <u>SECTION DETERMINATION SOLELY ON DELINQUENCY</u>

Any determination under the terms of this Section <u>will</u> 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 <u>will electronically</u> 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" that <u>will</u> be furnished by the Association. <u>The Company will endeavor to remit payment to the Association within five (5) business days after the first (1<sup>st</sup>) of the month following the paycheck on the twentieth (20<sup>th</sup>) of the prior month. In no circumstances will remittance be later than the tenth (10<sup>th</sup>) day of the month. 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. The wording of the Check-Off Form <u>will</u> be as follows:</u>



#### 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 will be effective from the date set forth below and will continue for a period of one (1) year and will 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 will continue to be irrevocable except in the manner above during subsequent periods of revocation.

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

Amount

Employee No.

Date

#### G. SUBMISSION OF CHECK-OFF FORM

Employee's Signature

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 no 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.

## H. COMPANY FAILURE TO RESUME DEDUCTIONS UPON RETURN TO SERVICE

The Company will ensure that a Flight Attendant's payroll dues deduction is resumed upon a return to active service (from a leave of absence, furlough, etc.). If the Company fails to resume deductions, the Company will reimburse the Flight Attendant for the first (1<sup>st</sup>) month of dues if the Flight Attendant has contacted payroll within ten (10) days after the first paycheck is issued upon her/his return and advised the Company that dues are not being deducted.



#### A. COMPANY DISTRIBUTION OF AGREEMENT

The Company <u>will</u> // distribute to each Flight Attendant a <u>printed</u> 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. <u>The Company and the Association may mutually agree that the copies will be in digital form.</u>

# B. <u>DEVIATION OF AGREEMENT</u>

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. NO LOCK-OUT PROVISION

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 slow-downs, sit-downs, work stoppage, striking or picketing of Company premises.

#### D. ASSOCIATION NO-BID STATUS

At least <u>ten (10)</u> Flight Attendants will be granted relief from flight status for purposes of official Association Business. <u>Requests for granting additional Flight Attendant relief from flight status will be approved on a case-bycase basis.</u> Relief will be requested by telephone or in writing by the MEC President or her/his designee(<u>s</u>). Such Flight Attendants <u>will</u> be paid by the Company during such period and the Association will reimburse the Company.

# E. ASSOCIATION BULLETIN BOARD

A // locked glass enclosed bulletin board, will be provided by the Company at <u>each Flight Attendant</u> domicile // 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 <u>will</u> not contain anything of a defamatory or personal nature attacking the Company or its representatives.

## F. MONTHLY ADDRESS REPORT

The Company will provide to the Association by electronic means a <u>monthly</u> copy of current addresses and phone numbers of all Flight Attendants with the inclusion of unlisted numbers as authorized by the Flight Attendant.

#### G. ASSOCIATION USE OF MAILBOXES (MAILFILES)

The Association will be permitted by the Company to utilize the individual mailboxes in the Flight Attendant lounge for all official Association Business.

# H. RECOGNITION AND UTILIZATION OF ASSOCIATION COMMITTEES

The Inflight Services Department will recognize and utilize Association committees.

#### I. ASSOCIATION LOCK BOX

The Association will have a locked deposit box in the Flight Attendant crew lounge to be used for official Association Business.

#### J. <u>COMPANY PROVIDED NEW HIRE LIST</u>

The Company will provide the Association upon hiring, the names and addresses of Flight Attendants who are eligible for Association membership.

## K. ELECTRONIC SENIORITY LIST

A copy of the permanent Flight Attendant Seniority List will be <u>provided electronically</u> // to the MEC President monthly during the term of this Agreement and monthly to the LEC Presidents.

# L. POSITIVE SPACE TRAVEL FOR ASSOCIATION, CWA STAFF AND INTERNATIONAL OFFICERS

The Company will provide positive space passes for Alaska Flight Attendants for 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. LIST OF FLIGHT ATTENDANTS TO NON-FLYING / SUPERVISORY DUTIES

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 <u>will</u> include names, employee numbers, dates leaves began and expected dates of return, if known.

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## N. NEW HIRE INITIAL TRAINING PRESENTATION

The Company will provide one (1) hour for the purpose of Association orientation on a regularly scheduled training day during the new hire class period.

## O. OFFICE SPACE

Upon request, the Company will provide the Association with reasonable office space on Company property <u>that</u> 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 <u>sixty</u> (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. <u>The Company will provide the Association upon request one (1) work station/desk at each Flight Attendant domicile in or immediately adjacent to a crew room. Requests must be made at least twenty-four (24) hours prior to the event.</u>

#### P. <u>COMPANY BUSINESS FLIGHT PAY LOSS (CB)</u>

- 1. It is expressly recognized that the MEC President, <u>LEC President(s)</u> 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 and other named positions 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(s) and other named Association // positions available on a regular basis during the regular work week and business hours of the Company, the listed Association officers will be compensated as follows:
  - a. MEC President: one-hundred thirty eighteen and two-tenths (118.2130.0) TFP/month
  - b. LEC President(s): sixty-fiveseventy-five (65.075.0) TFP/month
  - c. <u>Flight Attendants serving in any of the above capacities, described in 1.a. and 1.b., above, may, during extended LOA, sick leave or vacation, delegate to a designee the responsibilities and pay assigned above.</u> <u>Any delegation will be for at least one full week at a time.</u> Monthly payments and accruals will be prorated <u>if necessary.</u>
  - d. If a Flight Attendant holds a position of MEC President and elected, acting or appointed LEC President concurrently, that Flight Attendant will receive the MEC President flight pay loss per 1.a., above, and the LEC President flight pay loss will be paid to the acting, elected or appointed LEC Vice President for the duration of the MEC President's term. This provision will not preclude an MEC or LEC President from receiving Union Business pay and other pay, such as training pay, vacation cash-out and flight pay.
  - e. Other Company-designated non-flying responsibilities

// A Flight Attendant who completes approved work throughout the month will track her/his hours and submit them at the end of the month. Those hours will be summed and paid at the rate of three-quarters (.75) TFP/hour rounded to the nearest tenth (0.1). For Flight Attendants utilizing the "tracking process", any Company Meeting the Flight Attendant attends during the month being tracked will be included in the "tracking process" and paid according to 1.f., below, at no less than four (4.0) TFP per meeting.

f. <u>Company Meetings</u>

"Company meetings" will be paid at a minimum of four (4.0) TFP. A "Company meeting" will be any work (excluding training pursuant to Section 30 [Training], but including work performed by Flight Attendant Trainers) performed at a location stipulated by the Company (e.g. Company premises, airports, hiring events located at special venues, locations in relation to special projects, etc.). For the convenience of the parties conference calls may be scheduled in lieu of a physical meeting and will be considered a "Company meeting" for the purposes of this provision.

- g. All Flight Attendants <u>will</u> receive a five percent (5%) override in lieu of per diem for all Association and Company Business pay.
- h. All Flight Attendants receiving Company Business pay will also receive "A" pay.

- i. <u>Flight Attendants attending a "Company meeting" at the request of the Company will be compensated</u> for flight travel based upon the TFP value of the distance of the most direct AAG route from their domicile to and from the location of the meeting. Additionally, Flight Attendants will be compensated threequarters (.75) TFP per hour for the actual meeting time, or four (4.0) TFP, whichever is greater.
- j. <u>If a "Company meeting" is cancelled by the Company with seven (7) or fewer days' notice, s/he will be</u> pay protected for the meeting. If notice of cancellation is given more than seven (7) days prior or if cancellation is by mutual agreement of the parties, there will be no pay protection.
- 2. AFA Scheduling Chair
  - a. Access and Responsibilities:
    - 1. <u>The AFA Scheduling Chairperson will be advised of important day-to-day scheduling issues including but not limited to Open Time, Reserve Assignment, Reserve Repositioning, JA and other related concerns.</u>
    - 2. <u>The AFA Scheduling Chairperson will participate in the Scheduling Review Committee, Sequence</u> <u>Analysis, PBS and other scheduling related groups/committees. S/he will comprise one (1) of the</u> <u>three (3) PBS committee members.</u>
    - <u>The AFA Scheduling Chairperson will have the same access as the ALPA Scheduling Chairperson to</u> the Crew Management System (CMS) and other equivalent systems/programs to include crew tracking, pairing optimization (will not perform transactions affecting production without management's consent), PBS, Virtual Private Network (VPN), etc..
    - 4. <u>S/he will have a dedicated desk with Crew Scheduling and/or Crew Scheduling management in the Scheduling Department and twenty-four (24) hours access to Flight Attendant Crew Scheduling and a Company laptop.</u>
    - 5. <u>The access described in a.1., above, may require that the AFA Scheduling Chairperson sign a Non-Disclosure Agreement (NDA).</u>
  - b. <u>Schedule and Compensation:</u>
    - 1. <u>This will be a Company-paid position and the Flight Attendant will be compensated one-hundred</u> (100.0) TFP per bid month.
    - 2. <u>S/he will not bid a schedule but may pick up trip(s) provided doing so does not adversely impact her/his duties as Scheduling Chairperson.</u>
    - 3. <u>The AFA Scheduling Chairperson may, during extended LOA, sick leave or vacation, delegate to a designee the responsibilities and pay assigned above</u>. Any delegation will be for at least one full week at a time. Monthly payments and accruals will be prorated if necessary.
  - c. <u>Selection:</u>
    - 1. <u>The AFA Scheduling Chairperson will be selected by the Master Executive Council (MEC) after an interview process</u>. The Association agrees to consider input from the division leader of Inflight, or <u>her/his designee</u>.
    - 2. <u>The Chairperson serves at the pleasure of the MEC.</u>
- 3. <u>Guaranteed Drops for EAP Committee</u>

The Company-paid flight pay loss will be provided to the EAP committee on a monthly basis as follows:

- a. <u>MEC EAP Chair/designee: one-hundred fifty (100.0</u>150.0) TFP per month. <u>However, no more than</u> <u>seventy-five (75.0) TFP may be paid to any one individual without MEC approval. The MEC EAP</u> <u>Chair/designee may, during extended LOA, sick leave or vacation, delegate to a designee the</u> <u>responsibilities and pay assigned above. Any delegation will be for at least one full week at a time.</u> <u>Monthly payments and accruals will be prorated if necessary.</u>
- b. <u>Total committee member pay for each domicile will be predicated on domicile population and will be prorated as follows:</u>
  - 1. <u>The first two-hundred fifty (250) Flight Attendants one (1.0) TFP for each ten (10) FAs or portion</u> <u>thereof.</u>



- 2. <u>The second two-hundred fifty (250) Flight Attendants one (1.0) TFP for each fifteen (15) FAs or</u> portion thereof.
- 3. <u>Five-hundred one (501) or more Flight Attendants one (1.0) TFP for each twenty (20) FAs or portion thereof.</u>

Example: If a domicile has one-thousand five-hundred ten (1510) Flight Attendants, the Company would pay ninety-three (93.0) TFP: Twenty-five (25.0) TFP for the first two-hundred fifty (250) at one for ten (1:10); seventeen (17.0) TFP for the second two-hundred fifty (250) Flight Attendants at one for fifteen (1:15); and fifty (50.0) TFP for the remaining one-thousand ten (1010) Flight Attendants at one for twenty (1:20).

4. Scheduling Committee

A Scheduling Committee composed of Flight Attendant representatives will be maintained 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 with the Company for the purpose of reviewing problems with scheduling.

Q. UNION BUSINESS FLIGHT PAY LOSS ADMINISTRATION

Flight Pay Loss submitted by the Association coded as Union Business will be paid by the Company to the Flight Attendant. Such pay will be reimbursed by the Association to Alaska Airlines at one-hundred percent (100%) of the cost at the rate of pay of the Flight Attendant that was dropped for Union Business (fringe benefit costs will be carried by the Company).

R. ASSOCIATION VOLUNTARY CONTRIBUTIONS

The Company will collect and transmit each month to the Treasurer of the Association of <u>Flight Attendant's Political</u> <u>Action Committee (AFA-Flight PAC)</u> // and <u>Disaster Relief Fund</u> the voluntary contributions to Flight PAC and <u>Disaster Relief Fund</u> from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose. //

- 1. The contributions will be deducted from the employee's paycheck issued by the Company on the <u>twentieth</u> (20<sup>th</sup>) of each month until such time the employee submits a written request to discontinue said contributions.
- 2. The amount of such monthly deductions and the transmittal of such voluntary contributions <u>will</u> be as specified by the individual employee in such forms and in conformance with any applicable state and/or federal laws.
- S. ASSOCIATION USE OF ELECTRONIC BULLETIN BOARD ON COMPANY INTRANET

The Association may use an electronic Bulletin Board on the Company's intranet system for posting notices of Association recreation and social affairs, elections, membership meetings and official notices from the Association. Posted notices <u>will</u> not contain anything of a defamatory or personal nature attacking the Company, 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.

T. COLLECTIVE BARGAINING AGREEMENT AND FLIGHT ATTENDANT MANUAL ELECTRONIC ACCESS

<u>If the Company supplies Flight Attendants with electronic devices for use on the aircraft, it will ensure that the Alaska Airlines Flight Attendant Collective Bargaining Agreement (CBA) and Flight Attendant Manual (FAM) are available in mobile applications for use on the devices in accordance with Company Policy.</u>

U. ON DUTY ELECTRONIC ACCESS TO CBA AND FAM

If provided with electronic devices, a Flight Attendant may use such device while on duty (both in flight and on the ground) to access the CBA and FAM in digital format in accordance with Company Policy.

V. LOBBYING IN UNIFORM

<u>A Flight Attendant, if requested and mutually agreed to by the Company, will be allowed to lobby in uniform and have access to crew rooms to assist with voter registration. Such activity will not reflect unfavorably on the Company.</u>



# W. AFA / CWA / AFL-CIO LEAVE OF ABSENCE

A Flight Attendant may be granted a leave of absence to accept an official elected or staff full-time position(s) with the Association, Communications Workers of America (CWA) and/or with the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) will continue to accrue seniority during such leave. At the Flight Attendant's option, s/he will retain the ability to work trips and attend Recurrent Training. While on this leave of absence the Flight Attendant will continue to accrue uniform allotment. Upon return, s/he will be entitled to full medical benefits at the active employee rate and the full-time equivalent vacation entitlement.

X. ASSOCIATION OFFICIAL PIN

Flight Attendants will be permitted to wear the official Association pin on a place visible on the Flight Attendant uniform. The pin must be the official pin recognized by AFA-CWA International and worn by a majority of the AFA-CWA members. The Company reserves the right to designate the location where the official Association pin may be worn. With the consent of the Company, a special limited edition or commemorative pin may be worn.

- Y. SPECIAL PROJECTS
  - 1. <u>The Company may maintain a special projects pool and select Flight Attendants in the pool to participate in Company-directed special projects or to augment Association committee work. Flight Attendants interested in being a part of the pool should apply to the Director, Inflight Training, Standards, & Product Development. Periodically, the Company will interview applicants on file and make additions to the pool. All questions concerning application and interviews should be directed to the Company.</u>
  - 2. If, due to special circumstances, the Company is unable to utilize a Flight Attendant from the pool, for a special project, the Company will make a reasonable effort to notify the MEC President or her/his designee as soon as possible.
  - 3. Special Projects Flight Attendants will be paid in accordance with P.1.e. [Company Business...], above.
  - 4. <u>The Company agrees to provide the MEC President, or her/his designee a monthly list of the Flight Attendants</u> in the special projects pool and all Flight Attendants who are utilized, whether in the special project pool or not, and the project(s) in which they participated.
- Z. MONTHLY COMPANY REPORTING REQUIREMENT

The Company agrees to provide the Association with a monthly report detailing the number of reassignments, JA's, premium pay, Premium OT, ARC, Management flying and other reports as appropriate (modeled on ALPA's monthly report). The report will be due no later than the fifteenth (15<sup>th</sup>) of the following month.

AA. UNION BUSINESS AND/OR COMPANY BUSINESS WHILE ON A LEAVE AND/OR COLLECTING SICK LEAVE

Flight Attendants may continue to perform Union Business (UB) and/or Company Business (CB) while on a leave and/or collecting sick leave and, while doing so, will be compensated for such UB or CB as if they were not on a leave.



## A. <u>RULES GOVERNING MULTIPLE DOMICILES</u>

If, during the term of this Agreement, the Company chooses to operate multiple Flight Attendant domiciles, the following rules <u>will</u> apply:

- 1. <u>A Master bid form</u> for transfer to a new domicile, which <u>will</u> be made before <u>the</u> 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 <u>will</u> apply when a Reserve is required to deadhead to or from her/his domicile <u>(Sections 11.I. [Reserve Cross</u> <u>Utilization...] and 21.L. [Deadhead Compensation...]).</u>
- 5. // Sequence trades will be allowed between domiciles pursuant to Section 12.H. [Out of Domicile Trades...].
- 6. No vacation slots may be traded between domiciles (Section 14.B. [Vacation/Longevity PTO Bidding...]).
- 7. No "JA'ing" will be allowed between domiciles (Section 9.B. [Company's Right to Assign]).
- 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 will apply for return to the proper domicile (Section 21.L. [Deadhead Compensation...]).
- 9. Voluntary temporary base trade (swap)

Flight Attendants may trade domiciles on the following terms:

- a. Base trades will be granted on a monthly basis, provided that <u>Crew Administration</u> is notified in writing by the <u>first</u>  $(1^{st})$  day of the prior month.
- b. The trade must be for a minimum of three (3) months.
- c. Moving expenses will not be paid.
- d. Probationary Flight Attendants are not eligible for base trades <u>(Section 7.H. [Voluntary Temporary Base Trades...]</u>).
- 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 domicile.
- f. <u>Staffing adjustment</u> // leaves will be awarded to <u>a</u> base-trading Flight Attendant only after such leaves have been awarded to permanently domiciled Flight Attendants.
- g. A base-trading Flight Attendant will bid at her/his own system seniority.
- h. Legalities will apply to month-end overlap.
- i. Each Flight Attendant is responsible for trips or reserve days at the new domicile in the new bid month.
- j. If a base-trading Flight Attendant is awarded a leave of absence, the other Flight Attendant (the base trade "partner") will remain in the traded domicile.
- k. <u>The provisions of 28.E. [Voluntary Transfer of Domiciles]</u>, below, apply to Flight Attendants participating in base trades.
- I. <u>The Flight Attendant will retain her/his awarded vacation slot(s) occurring during the term of a base</u> swap. S/he may trade the vacation slot(s) with "vacation open time" or with another Flight Attendant in her/his permanent domicile.
- m. For Company required training procedures while on a base trade, see Section 30.A.6. [General Training...].



#### B. <u>RELOCATION EXPENSES</u>

Moving expenses incurred in connection with transfer to <u>another</u> domicile <u>will</u> be compensated as follows:

1. New Domicile

A newly established domicile <u>will</u> be considered to be a "new domicile" for a period of <u>six (6)</u> consecutive months. Flight crews transferred during such period <u>will</u> be considered as transferred at Company request and their moving expenses <u>will</u> be paid by the Company per <u>B.6.</u>, <u>below</u>. <u>In such a circumstance</u>, the Company will pay for broken lease penalties and reimburse utility hook-up expenses incurred due to relocation (supported by documentation).

2. <u>New Hire</u>

Moving expenses as a result of new employment as a Flight Attendant will // be borne by the individual.

3. <u>Recall from Furlough</u>

Flight Attendants who are recalled from furlough into a <u>domicile</u> other than <u>his/her</u> last assigned <u>domicile</u> will be moved at Company expense subject to the provisions of <u>B.6., below</u>.

4. Involuntary Domicile Transfer

Moving expenses of Flight Attendants who are assigned during a vacancy bid to domiciles which are not new domiciles <u>will</u> be paid by the Company per <u>B.6., below</u>. 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 <u>form</u>.

- 5. Successful bidders on a vacancy bid <u>will</u> pay their own moving expenses, <u>except when bidding to a new</u> <u>domicile</u>.
- 6. Flight Attendants eligible for Company paid moving expenses <u>must provide proof of a physical change of</u> <u>address to qualify for reimbursement</u>. <u>Reimbursement will be as follows</u>:
  - a. Actual moving expenses, including packing, unpacking and insurance for household effects up to <u>fourteen-thousand</u> (14,000) pounds or <u>fourteen-hundred</u> (1,400) <u>cubic feet</u> and up to sixty (60) days <u>of</u> <u>storage for such effects.</u>
  - b. <u>Reimbursement for expenses for driving two (2) vehicles (registered to the Flight Attendant or a member of her/his household), from the former domicile to the new domicile, at the maximum IRS allowable mileage rate for moving purposes based on the most direct American Automobile Association (AAA) mileage or the full cost of water transportation, whichever is most cost effective.</u>
  - c. Actual expenses (within reason <u>and</u> supported by receipt) for meals and lodging enroute for the Flight Attendant and members of her/his dependent family. <u>S/he will be reimbursed</u> a maximum of <u>one-hundred</u> <u>and fifty (\$150.00) dollars</u> per night per family for lodging.
  - d. Travel time <u>will</u> 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. <u>Flight Attendants will</u> <u>be provided with a minimum of three (3) consecutive or nonconsecutive calendar days (by mutual agreement) free from duty, with pay, for the purposes of moving. Day(s) to be mutually agreed to by the Flight Attendant and Manager of Inflight Scheduling.</u>
  - e. For each day of travel time, a Flight Attendant <u>will</u> receive pay for all lost TFP or <u>four (4.0)</u> TFP per day, whichever is greater.
  - f. If a Flight Attendant's present residence is other than the present domicile, the Company <u>will</u> 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 <u>will</u> terminate if not used within twelve (12) calendar months.



h. <u>Reconnaissance Visit</u>

A Flight Attendant who is eligible for moving expenses will be eligible to receive one (1) night lodging at a Company-provided hotel and reimbursement of meal expenses up to a maximum of fifty dollars (\$50.00) per day. The Company will provide a positive space bumpable (C1 or its equivalent) pass for employee and spouse, registered domestic partner or one dependent. For the purpose of seeking permanent lodging at the new domicile, the Flight Attendant will receive two (2) days off to accomplish the visit and such days if requested, will be without pay. Day(s) to be mutually agreed to by the Flight Attendant and Manager of Inflight Scheduling.

# C. VACANCY BIDS

- 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.
- 2. 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 <u>form(s)</u> on file. Any vacancies assigned will be done in reverse seniority.
- 4. Any Flight Attendant may submit an updated Master bid <u>form</u> (no contingency) at any time prior to a vacancy bid closing. //
- 5. Moving expenses incurred by a successful vacancy bid will be paid by the Flight Attendant per <u>B.5. [Relocation</u> <u>Expenses], above.</u>
- 6. Moving expenses of Flight Attendants who are assigned during a vacancy <u>will</u> be paid by the Company per <u>B.6. [Relocation Expenses], above.</u>
- 7. The Company will furnish the LEC President of the <u>domicile(s)</u> affected <u>and the MEC President</u> with an updated seniority list reflecting any Flight Attendants successful in bidding a vacancy bid.

//

- For involuntary transfers a Flight Attendant, upon request, must be provided with no less than forty-eight (48) hours free from duty between assignments in different domiciles at month-end overlap prior to reporting for an assignment in her/his new domicile. Such time will be treated as a planned absence for bidding purposes.
- D. STANDING BID AWARDS WHEN NO VACANCIES EXIST AT A DOMICILE
  - 1. For the bid month of February and August of each calendar year, voluntary permanent transfers will be granted to Flight Attendants with standing bids on file to exchange domiciles in seniority order. Permanent transfers will be granted after monthly vacancies, if any, are awarded pursuant to 28.C. [Vacancy Bids], above, or when vacancies do not exist at either domicile.
  - 2. <u>Transfers will be awarded provided that no vacancies or un-awarded vacancies exist in one (1) or both of the domiciles. Such transfers will be considered a voluntary transfer and do not qualify for any Company-paid moving expenses. Probationary Flight Attendants are ineligible for transfers under this provision.</u>
- E. 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.
  - 2. Relocation drops without pay <u>for the purpose of moving</u> may be provided to the Flight Attendant upon request and with management approval. Such approval will not be unreasonably withheld.
- F. CO-TERMINALS
  - 1. The term "co-terminal" <u>will</u> mean certain designated airports proximate to the Los Angeles International (LAX) <u>domicile</u>. The designated airports are: Burbank Airport (BUR), Ontario International Airport (ONT), John Wayne (Orange County) // 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 will be extended by one (1) hour for such time spent returning to the departure co-terminal. Such time will be considered scheduled deadhead time and the Flight Attendant will receive one-half (0.5) <u>TFP</u> //. A Flight Attendant's rest period will be determined from the one (1) hour or actual arrival time at the departure co-terminal whichever is later.
- The Company <u>will</u> provide free paved and lighted parking facilities <u>in accordance with 28.H. [Security and Lighting...]</u>, <u>below</u>, 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 // <u>that</u> will be kept current. The Company may discontinue providing Flight Attendants with manual revisions // in the event that there are no published sequences that originate at that co-terminal.
- 5. Flight Attendants domiciled at the LAX domicile, <u>including Reserves</u>, will receive "co-terminal pay" at the rate of <u>twenty-five (\$25.00) dollars</u> per sequence <u>flown</u>, <u>show-no-go and cancellation/reassignment within two (2)</u> <u>hours of check-in or airport standby assignment</u> from a co-terminal. <u>Such co-terminal pay will not exceed</u> <u>twenty-five (\$25.00) dollars per report up to a maximum of one-hundred and seventy-five (\$175.00) dollars</u> <u>per bid month.</u>
- 6. The Company will construct sequences departing from the ONT and SNA co-terminals equal to no less than three times (3.0<u>x</u>) the line average for the month, evenly distributed through the month. (i.e. The total TFP value of all sequences in each applicable co-terminal is no less than three times (3.0x) the line average for 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 <u>28.F.</u> to cover the new co-terminals.

# G. COMMUTER POLICY

The following forth the provisions concerning a Flight Attendant traveling to work.

1. Air Commuting Policy

The provisions set forth in this Agreement regarding air commuting apply only to a Flight Attendant who lives in another city and commutes to her/his domicile/co-terminal on AAG operated flights and who enrolls her/himself with the Inflight Department as a "registered air commuter"

- a. Registered Commuter City
  - A Flight Attendant living in a metropolitan area served by the Alaska Airlines flight schedule or airports served through Capacity Purchased Agreements (CPA) by Alaska Airlines from Horizon (QX) or Sky West (OO) must designate an airport in that metropolitan area as the "registered commuter city" and such designation will extend to all airports in that metropolitan area (e.g. A Flight Attendant living in Los Angeles, CA metropolitan area must designate LAX as the registered commuter city and could commute from any co-terminal).
  - 2. A commuter residing outside of a metropolitan area as described in 1.a.i., above, must designate the airport closest to her/his residence or another nearby airport with greater frequency to the Flight Attendant's domicile served by the Alaska Airlines flight schedule or airports served through CPAs by Alaska Airlines from Horizon (QX) or Sky West (OO) (e.g. A Flight Attendant living in Flagstaff, AZ would designate PHX as the registered commuter city).
- b. Commuter Policy recovery options in G.3., below, will be available for registered air commuters who have notified Crew Scheduling prior to the start of her/his scheduling obligation (e.g. prior to check-in for scheduled sequences, prior to the commencement of a reserve availability period, etc.) if two (2) consecutive scheduled flights from the registered air commuter's designated registered commuter city to the domicile/co-terminal are:
  - 1. Cancelled due to weather (either in the registered commuter city or domicile/co-terminal);
  - 2. Cancelled due to mechanical problem;
  - 3. Cancelled due to Company convenience; or
  - <u>4. 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).</u>



#### 2. Ground Commuting Policy

- a. The provisions set forth in this Agreement regarding ground commuting apply to all Flight Attendants (whether or not they are a "registered air commuter"), including Flight Attendants who have picked up out of domicile/co-terminal.
  - 1. Ground commuting will encompass traveling to work by car (e.g. personal vehicle, liveried transport, shared ride service excluding car pool options, etc.), public transportation (e.g. ferry, light rail/train, bus, etc.) or other ground transport method (e.g. bicycle, etc.).
  - 2. In the case of an unanticipated ground commuting failure, a Flight Attendant may utilize the Commuter Policy recovery options in G.3., below, provided that s/he calls Crew Scheduling at least one hour (1:00) prior to scheduled check-in time (e.g. one hour (1:00) prior to the commencement of APSB or two hours (2:00) prior to departure for scheduled sequences) and submits dated proof to management within seven (7) days of the event.
  - 3. Dated proof may include, but is not limited to, evidence of vehicle breakdown or accident, light rail/train service interruption, screenshot of SIG Alert, 511.org snapshots showing unplanned road closures. If proof is not provided within seven (7) days, then the appropriate Attendance Policy points will apply.

Example: A Flight Attendant who is stuck in traffic on a freeway that is shut down for three hours (3:00) due to a mudslide while on the way to work.

Example: A Flight Attendant who is stopped on the light rail for one hour (1:00) due to a power outage while on the way to work.

<u>b.</u> A "registered air commuter" traveling to work from her/his registered commuter city to her/his domicile/co-terminal using air transportation then ground transportation to her/his domicile/co-terminal, may utilize the Ground Commuting Policy if s/he experiences an unanticipated ground commuting failure following her/his commuter flight, s/he contacts Crew Scheduling and submits dated proof timely.

Example: A Flight Attendant's report time is 3:00 PM out of BUR and s/he is domiciled in LAX. The Flight Attendant chooses an AAG flight that departs out of the New York metropolitan area (JFK, EWR, LGA) that lands at LAX at 12:00 PM. An unexpected shutdown of a roadway prevents her/him reaching BUR prior to the check-in time.

c. A "registered air commuter" traveling to work from her/his registered commuter city who experiences a delay getting to the departure airport, causing her/him to miss the two (2) flight requirement 1.b., above, may utilize the Ground Commuting Policy if s/he contacts Crew Scheduling timely.

Example: A PDX Flight Attendant has a planned SEA-PDX air commute to her/his domicile that is scheduled to arrive prior to start of her/his scheduling obligation. S/he encounters an unanticipated road closure that causes a significant traffic delay resulting in the FA missing her/his flight(s).

- d. Normal heavy traffic and a car running out of gas due to inadequate planning are not legitimate uses for the Ground Commuting Policy.
- 3. Commuter Policy Recovery Options
  - a. Lineholders or Reserves picking up on days off (hereafter referred to as "Lineholders" for the purposes of this provision) must make all reasonable efforts to arrive in domicile/co-terminal prior to the commencement of their scheduling obligation. A Lineholder must also adhere to the requirements for air or ground commuting, as appropriate, set forth elsewhere in this Section. However, in the event of a commuting failure, Crew Scheduling will have the option of assigning the Lineholder to any one of the following:

1. Allow the Lineholder to rejoin the Lineholder's scheduled sequence at the SIP or at a point mutually agreed upon between the Lineholder and Crew Scheduling.

- 2. Give the Lineholder another sequence from the Lineholder's registered commuter city, if applicable, or a later sequence in the Lineholder's domicile/co-terminal.
- 3. Assign the Lineholder to APSB in her/his registered commuter city, if applicable.
- <u>4.</u> If the Lineholder is assigned to APSB under 3.a.iii., above, and is not assigned a sequence within four hours (4:00) after being assigned APSB, the Lineholder will be assigned a sequence the following day from the domicile city.



- 5. If the options above are not used by Crew Scheduling, the Lineholder will be granted a personal leave for the Lineholder's scheduled sequence of flying. If the Lineholder 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 Lineholder does not pick up Open Time within thirty (30) days, Scheduling will assign the Lineholder to "comparable Open Time" and provide notification of the assignment.
- 6. If a Lineholder is not a registered air commuter and receives a No Show for her/his flight, s/he will be released from any further scheduling obligation to that sequence and subject to Section 32 [Attendance Policy]. However, the Lineholder may be eligible for No Show Sequence Recovery per Section 10.CC. [No Show Sequence Recovery...].
- 7. As used in 3.a.v., above, the term "comparable Open Time" will mean an equal number of day(s) (e.g. a one (1) day for a one (1) day, three (3) day for a three (3) day, etc.) In the event of a disagreement as to comparability, the Director of Crew Scheduling or her/his designee will make the final determination.
- b. Reserves or Lineholders picking up reserve days (hereafter referred to as "Reserves" for the purposes of this provision) must make all reasonable efforts to arrive in domicile/co-terminal prior to the commencement of their scheduling obligation (e.g. prior to their reserve availability period if commuting by air, or prior to airport standby or scheduled check-in time for a scheduled sequence if commuting by ground). A Reserve must also adhere to the requirements for air or ground commuting, as appropriate, set forth elsewhere in this Section. However, in the event of a commuting failure, Crew Scheduling will have the option of assigning the Reserve to any one of the following:
  - 1. Reassign the Reserve or allow the Reserve to return to the LTFA list once the Reserve arrives in <u>her/his domicile/co-terminal.</u>
  - 2. Assign the Reserve to APSB in her/his registered commuter city, if applicable.
  - 3. If the Reserve is assigned to APSB under 3.a.iii., above, and is not assigned a sequence within four hours (4:00) after being assigned APSB, the Reserve will be required to report for their next reserve assignment in her/his domicile/co-terminal.
  - 4. If the options above are not used by Crew Scheduling, the Reserve will be granted a personal leave for the impacted day(s). If the Reserve is granted a personal leave, s/he will be required to work with Crew Scheduling to restore an equal number of reserve day(s) missed as a result of the personal leave. Such restoration must occur within thirty (30) days after the date of the personal leave. If the Reserve does not contact Crew Scheduling to restore such day(s) within thirty (30) days, Scheduling will assign reserve day(s) to the Reserve and provide notification of the assignment.
- 4. Flight Attendants will not be compensated for the TFP lost due to the personal leave granted as a result of commuting failure. Flight Attendants will be compensated for the TFP actually flown if given another sequence or reserve day(s), if applicable. If the Flight Attendant is assigned to APSB, the Flight Attendant will be credited one-tenth (0.1) TFP for each six minutes (:06) of APSB up to a maximum of five hours (5:00) on APSB and credited with five (5.0) TFP per duty period of APSB.
- 5. "Registered Air Commuters" will be given boarding priority over Company employees (and dependents) on pleasure travel and over all employees of other airlines on Alaska Airlines mainline flights and on other airlines if applicable in accordance with current Company policy at the time of the commute.

The following sets forth the rules concerning <u>a</u> Flight Attendant who lives in <u>another city</u> and commutes to <u>her/his</u> assigned domicile on <u>AAG operated flights</u>, as a <u>"registered commuter". For purposes of this Section s/he will be referred to as "commuter".</u>

- 1.— The rules set forth in this agreement apply only to Flight Attendants who <u>register</u> <u>her-/himself</u> with the Inflight Department as <u>a</u> commuter.
  - a:—// A Flight Attendant living in a metropolitan area served by <u>the</u> Alaska Airlines <u>flight schedule or airports</u> served through Capacity Purchased Agreements (CPA) by Alaska Airlines from Horizon (QX) or Sky West (OO) must designate an airport in that metropolitan area as the commuter city <u>and such designation will extend</u> to all airports in that metropolitan area (e.g. A Flight Attendant living in <u>Los Angeles</u>, California must designate <u>Los Angeles</u> as the commuter city and <u>could commute from any one of the co-terminal cities.)</u>.
  - b. <u>A commuter residing outside of a metropolitan area as described in 1.a., above, must designate the airport</u> closest to her/his residence or another nearby airport with greater frequency to the Flight Attendant's domicile

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served by the Alaska Airlines flight schedule or airports served through CPAs by Alaska Airlines from Horizon (QX) or Sky West (OO) (e.g. A Flight Attendant living in Flagstaff would designate Phoenix, Arizona as the commuter city.).

- 2.— The commuter must make all reasonable efforts to arrive in their domicile or applicable co-terminal prior to their scheduled check-in time (<u>i.e.</u> 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 cancelled 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 will 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.
  - b. Give the Flight Attendant another sequence from the Flight Attendant's commuter city or a later sequence in the Flight Attendant's domicile.
  - c.--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 2.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 <u>Crew</u> 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, <u>Crew</u> Scheduling will assign the Flight Attendant to "comparable <u>Open Time"</u> and provide notification of the assignment.
  - f. <u>If a Flight Attendant is not a registered commuter and receives a No Show for her/his flight, s/he will be</u> released from any further scheduling obligation for that sequence and subject to Section 32 [Attendance <u>Policy]. However, the Flight Attendant may be eligible for No Show Sequence Recovery per Section 10.CC.</u> [No Show Sequence Recovery...].
- 3. As used in/ / <u>2</u>.e., above, the term "comparable Open Time" <u>will</u> mean a <u>four</u> (4) day for a <u>four</u> (4) day; a <u>three</u> (3) day for a <u>three</u> (3) day; a <u>two</u> (2) day for a <u>two</u> (2) day; and a <u>one</u> (1) day for a <u>one</u> (1) day. In the event of a disagreement as to comparability, the Director of Crew Scheduling or her/his designee <u>will</u> make the final determination.
- 4.— 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 (0.1) TFP for each six minutes (:06) of APSB up to a maximum of <u>five (5) hours on APSB and credited with five (5.0) TFP per duty period of APSB</u>.
- 5.—The Commuter Policy applies when a commuter is Junior Assigned.

<u>Registered Commuters will be given boarding priority over Company employees (and dependents) on pleasure travel</u> and over all employees of other airlines <u>on Alaska Airlines mainline flights</u>.

# H. SECURITY AND LIGHTING FOR PARKING AREAS

- The Company will provide security <u>and lighting</u> in all parking areas designated as Flight Attendant parking areas <u>at no charge to the Flight Attendant.</u> 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. <u>If</u> the cost of the parking at the commuter city is more than at the domicile, the Flight Attendant will pay the difference.
- 2. <u>A Flight Attendant may decline Company-provided parking and instead receive a flat rate allowance of seventy-five dollars (\$75.00) per month regardless of domicile or whether s/he is a registered commuter or not. The allowance will be included in her/his paycheck and will be paid as taxable income.</u>



# I. COMPANY PROVIDED COMPUTERS, PRINTERS AND SCANNERS AT DOMICILE(S)

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, one (1) in Ontario and two (2) in San Diego. In addition, the Company may review providing computer terminal access at outlying stations. The Company will also provide four (4) printers in Seattle and one (1) in all other domiciles and co-terminals. The Company will provide a minimum of two (2) computers and one (1) printer at each newly opened Flight Attendant domicile. A Flight Attendant will have one (1) location to scan in outside of security and one (1) location post security at every terminal/concourse out of which the Company operates at each domicile, co-domicile and co-terminal.



# 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 <u>time bids are closed</u> for the new domicile, you will be awarded the domicile. <u>Section 28.A.1. [Rules Governing...]</u>

2. Can sequences be traded between domiciles?

No, except give-aways between domiciles can occur. [Section 28.A.5. [Rules Governing...]

- 3. Do I have to drive to receive travel time? No. Section 28.B.6.d. [Relocation Expenses]
- 4. If I am assigned to a vacancy at a domicile other than my current domicile while on a leave of absence, when does my <u>twelve</u> (12) calendar months in which to use my paid move begin? Your <u>twelve</u> (12) months begins on the day you return to active service. <u>Section 28 B.6.q. [Relocation Expenses]</u>
- 5. Are newly hired Flight Attendants entitled to expenses incurred in moving to their initially assigned domiciles?

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

- Can I change my <u>registered</u> commuter city?
   Yes, in accordance with <u>Section 28.G.1. [Air Commuting Commuter Policy]</u>
- 7. Can registered air commuters and/or ground commuters use a Might Be Late? //Yes, registered air commuters may and/or ground commuters// use the Might Be Late policy. Section 32.C.9. "Might Be Late" [Attendance Policy Definitions]
- Are Horizon cities or flights covered in the <u>air commuting commuter policy?</u>
   // Yes, both Horizon (QX) and SkyWest (OO) as provided by the Agreement pursuant to Section 28.G.1. [Air Commuting <u>Commuter Policy].</u>



//

# A. <u>PERFORMANCE BASED PAY (PBP)</u>

Each Flight Attendant will receive the same percentage of her/his eligible earnings (as described in the Alaska Airlines, Inc. Profit Sharing Plan) as currently received by represented and non-represented front-line employees under the Performance Based Pay (PBP) plan. The PBP plan provisions are subject to change by the AAG Board of Directors.

#### B. 401(K) COMPANY MATCH

The Company will match any Flight Attendant's pre-tax contribution to the 401(k) plan maintained by the Company, at the rate of <u>one dollar</u> (\$1.00) for each one <u>dollar</u> (\$1.00) contributed by the Flight Attendant, up to a maximum company contribution of seven <u>and one-half</u> percent (7.5%). //

#### C. VESTING SCHEDULE FOR 401(K) COMPANY MATCH

A Member <u>will</u> have a vested and non-forfeitable 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 of Vesting Service	Vested Percentage
Less than 1 year 1 year	0% 20%
2 years	40%
3 years	60%
4 years	80%
5 or more years	100%

#### D. ACCELERATED VESTING

A Member <u>will</u> be fully vested and have a non-forfeitable 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 twelve (12) years of service with the Company Seniority, or at or after age sixty-one and one-half (61<sup>1</sup>/<sub>2</sub>) and a minimum of ten (10) years of service with the Company Seniority.

#### E. <u>RETIREE TRAVEL PRIVILEGES</u>

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.

F. SICK LEAVE BUY-BACK

<u>Upon retirement a Flight Attendant will have the ability to sell back her/his sick leave pursuant to Section 16.E.3.</u> [Sick Leave Conversions].



#### A. <u>GENERAL TRAINING:</u> RECURRENT TRAINING <u>AND OTHER COMPANY-REQUIRED (NON-COMPUTER-BASED)</u> <u>TRAINING</u>

- 1. <u>Bidding</u>
  - a. <u>Posting of dates and awards will be accessible via the Flight Attendant webpage</u>. The recurrent dates and bidding timeline will be posted in the Flight Attendants' monthly bid packet. // <u>Flight Attendants may</u> voluntarily bid for, but may not be assigned, training during vacation/Longevity PTO (Section 14.I. [Vacation/Longevity PTO Conflict...]).
  - b. Even when training is offered in her/his domicile, Flight Attendants may submit a preference to attend training out of domicile. Such preference will be awarded in seniority order after all preferences from Flight Attendants in that domicile have been awarded.
  - c. Flight Attendants awarded training out of domicile pursuant to 1.b., above, will not be paid for the deadhead or per diem during travel and will not be provided with a hotel.
  - d. <u>All Required</u> Training <u>known by the first (1<sup>st</sup>) of month prior to the bid month will appear as a pre-planned event before the Flight Attendant constructs her/his line of flying or reserve line for the month <u>(Section 10.F. [Planned Absences/Carry-in])</u>.</u>
  - e. Training will not be considered one of a Flight Attendant's minimum days off <u>(Section 10.E.1. [Line Construction...]</u>.

#### 2. Hours

// Training will be scheduled for no more than eight (8) hours and will occur between the hours of 7:00 AM and 5:00 PM local time.

3. <u>Required Training Out of Domicile</u>

// Flight Attendants required by the Company to attend // training away from her/his own // domicile will be provided with the following:

- a. "<u>Business, Positive Space Non-bumpable" (AS and QX)</u> travel and will be paid the actual trip rate for deadheading to and from // training.
- b. // Flight Attendants on duty for more than twelve hours and thirty minutes (12:30) will be compensated one (1) additional TFP. <u>The additional compensation will apply to all Company-required trainings.</u>
- c. Pay for the deadhead, per diem during travel and lodging at Company expense.
- d. When <u>Company-required</u> // training is not offered in a Flight Attendant's domicile and s/he must attend // training in a different domicile, // training will be awarded or assigned on // consecutive days. <u>S/he will bid for and be awarded training in another domicile where training is offered in accordance with system seniority</u>. 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 <u>one hour and forty-five minutes (1:45) block-to-block between the last flight of the "working" sequence and the deadhead</u> to training.
- e. Flight Attendants attending training out of domicile will be compensated for flight travel based upon the TFP value of the distance of the most direct AAG route from their domicile to and from the location of the training. If travel to and from training occurs on a day without training, a four (4.0) TFP travel minimum applies. If travel to and from training occurs on a day with training, a four (4.0) TFP travel minimum does not apply. Travel minimums are a separate application from training minimums pursuant to Section 30.C. [Training Pay], below.
- f. Flight Attendants required to take // training in a different domicile are subject to the same pay and scheduling provisions as Flight Attendants taking // <u>training</u> in their domicile.
- g. <u>If s/he does not make the scheduled training, s/he will not be pay protected. However, if the Flight Attendant is unable to attend training due to operations or an action on the part of the company, s/he will be pay protected. The Flight Attendant will be responsible for rescheduling training.</u>
- 4. <u>Rest</u>
  - a. 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.



- b. If rest following Recurrent Training or any Company-required 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, slease to report, and will be placed on the sequence at her/his option may waive her/his eleven (11) hours crew rest, release to report, and will be placed one and one-half times (1.5<u>x</u>) the // trip rate until the Flight Attendant receives legal crew rest.
- c. Those Flight Attendants not receiving ten (10) hours crew rest release to report, prior to <u>Company-required</u> // training or Recurrent Training due to crew re-route or reassignment online, may choose to be pulled from training with pay protection for <u>Company-required training</u> or without pay protection for <u>Recurrent Training</u>, or attend training at double time (i.e. two times (2.0x) the trip rate). Flight Attendants who choose to be pulled from training to receive ten (10) hours, release to report, // must take the responsibility of rescheduling for training within the FAA requirements to remain legal.
- d. If a Flight Attendant is due compensatory double-out rest (Section 8.H. [Compensatory (Double-Out) Rest]) that conflicts with Company required training, s/he will be pulled from training with pay protection for Company-required training or without pay protection for Recurrent Training. The Flight Attendant may waive the compensatory rest and if s/he does so and attends the training, s/he will be paid one and onehalf times (1.5x) the trip rate for the training. Flight Attendants must take the responsibility of rescheduling the training.
- 5. Training on a Reserve Day Off
  - a. 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.
  - b. 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.
- 6. Domicile Transfers and Base Swaps

If a Flight Attendant is awarded any Company-required training and subsequently transfers or base swaps to a new domicile, s/he will be afforded travel provisions, duty day limitations and pay pursuant to all the provisions of A.3., above, when attending the training.

7. Cancellation

If a Flight Attendant's training is cancelled with fourteen (14) days or less days' notice, s/he will be pay protected for the training. If notice of cancellation is given more than fourteen (14) days prior, there will be no pay protection.

- B. <u>RECURRENT TRAINING</u>
  - 1. The Flight Attendants will submit their preferences for an upcoming Recurrent Training date in her/his domicile/grace month. If a Flight Attendant fails to bid for Recurrent Training in her/his domicile month, a Recurrent Training date will be assigned. The requirements of <u>Section 8.L. [Forty-eight in Seven...]</u> do not apply to Recurrent Training assignments.
  - 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 <u>her/his</u> days off for any openings for Recurrent Training in the month prior to <u>her/his</u> domicile month after Recurrent Training assignments for Flight Attendants in <u>her/his</u> domicile/grace month have been posted.
  - 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 <u>five (5)</u> 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.
  - 4. 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:
      - 1. Provide the attached medical release signed by both the Flight Attendant and the Flight Attendant's treating physician.



- 2. 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.
- 3. 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 <u>will</u> 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 outlined in 4.a. and 4.b., above, of the agreement will be paid six (6.0) TFP for attending training and any applicable compensation for the home study per <u>C.1. [Training Pay]</u>, below.
- d. The Flight Attendant's approved leave of absence expiration date under <u>Section 15 [Leaves of Absence]</u> will 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.
- f. Flight Attendants attending Level I/Level II Requalification Training (returning from a leave of absence).
  - 1. The Flight Attendant <u>will</u> attend the first available Recurrent or Level I/Level II Requalification Training class.
  - Flight Attendants who attend Recurrent or Level I/Level II Requalification Training <u>when returning</u> from a leave of absence // will be paid per <u>30.C. [Training Pay]</u>, below, and scheduled as provided for in <u>30.A. [General Training...]</u>, above.
- To the extent that it is medically possible, except as noted in Section 15.A.3. [General], a Flight Attendant must remain current while on a leave of absence unless otherwise agreed to by Manager, Inflight Labor and Work Performance. A Flight Attendant will be active for the month in which the Recurrent or Requalification (Levels I/II) training occurs for the purposes of Company benefits.
- 6. The ASHSC will be given opportunity to provide input into the Recurrent Training.
- 7. <u>Sick leave will not be paid on Recurrent Training dropped due to illness or injury (Section 16.D.2.d. [Sick Leave Pay...]).</u>
- C. TRAINING PAY
  - 1. Recurrent Training

Flight Attendants will be paid six (6.0) TFP per day. Home Study <u>for Recurrent Training (including recurrent Computer Based Training (CBT))</u>: Flight Attendants will be paid // <u>seventy-five (\$75.00) dollars</u> for five (<u>5</u>) hours of home study.

2. Requalification Training

Flight Attendants will be paid as in <u>C.1.</u>, above, and <u>C.3.</u>, below, for attending Level I/Level II Requalification Training. With respect to Level II Requalification Training, the Flight Attendant will also be paid for the checkride. 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.

3. Training other than Recurrent Training

Flight Attendants will be paid six (6.0) TFP for eight (8) hours of training. For training less than eight (8) hours, the TFP will be prorated at <u>three-quarters</u> (.75) TFP per hour. In no event will the Flight Attendant receive less than the <u>five (5.0)</u> TFP <u>Average Duty Period Guarantee</u> //.

4. <u>Computer Based Training (CBT) (not related to recurrent/requalification)</u>

Flight Attendants will be paid three-quarters (.75) TFP per hour, with a minimum requirement of one (1.0) TFP. Run-times will be determined by the Company with AFA input. Such training will not exceed once per guarter or four (4) per calendar year. CBT will not require the presence of the Flight Attendant on Company property.



- 5. <u>As an exception to C.3., above, the Company may semi-annually require training under one (1) hour, prior to duty, subject to a one (1.0) TFP minimum.</u>
- A Flight Attendant will not be paid for Recurrent Training or other Company-required (non-computer-based) training when s/he does not attend such training in its entirety and receives a Failure to Report to Training Class (Section 32.C.10. [Attendance Policy Definitions], "Failure to Report to Training Class"), or s/he is granted a Management Drop (Section 32.C.14. [Attendance Policy Definitions], "Management Drop") for such training.
- D. <u>CHECK-RIDES</u>

Official check-rides may be conducted only by // Inflight management.

- E. <u>PROBATIONARY OBSERVATION FLIGHTS</u>
  - Probationary observation flights will be performed by bargaining-unit members or Flight Attendant qualified Inflight management. These members must have at least five (5) years of Flight Attendant seniority and be certified and listed in an Inflight manual as trainers. The Company will select sufficient trainers to form a pool of observers. If the Company receives insufficient applications to form an adequate pool, the Director of Inflight Training, Standards and Product Development and the AFA MEC President will determine alternative minimum qualifications. Once in the pool, a trainer may be removed by the Company only with cause, but s/he can remove her-/himself at any time.
  - 2. No trainer will be required to perform probationary observation flights.
  - 3. The probationary observer Flight Attendant will fill out a checklist regarding the probationary observation flight. S/he will determine whether the probationary Flight Attendant successfully performed the flight. If not, the probationary observer Flight Attendant will refer the probationary Flight Attendant to her/his supervisor if s/he misses the stated number of items on the checklist. A bargaining-unit observer has no authority to remove a probationary Flight Attendant from service. If a probationary Flight Attendant is removed from a flight(s) by Inflight management, the probationary observer Flight Attendant will complete the flight(s) as part of the FAA-required minimum crew until s/he reaches a domicile where s/he may be replaced. S/he will be paid one and one-half times (1.5x) the trip value for all such flights. Inflight management employees will not replace a probationary Flight Attendant.
  - 4. <u>A probationary observer Flight Attendant will receive the TFP value of the flying plus one (1.0) TFP for the preparation and administrative work associated with each observation flight.</u>
    - a. <u>If the probationary observer Flight Attendant observes more than one (1) probationary Flight Attendant</u> <u>during the flight/trip, s/he will receive one (1.0) TFP for preparation and administrative work for each</u> <u>probationary Flight Attendant s/he observes.</u>
    - b. <u>In no event will s/he receive less than a five (5.0) TFP minimum in addition to one (1.0) TFP for preparation and administration.</u>
    - c. Probationary Unavailability
      - 1. If the probationary observer Flight Attendant goes to the airport and is unable to conduct the probationary observation flight, s/he will be paid three (3.0) TFP in addition to the one (1.0) TFP for the preparation and administrative work.
      - If the probationary observer Flight Attendant flies to an outstation to meet a probationary flight, and the probationary Flight Attendant is not available, the probationary observer Flight Attendant will receive the TFP value of the deadhead leg(s) to and from the departure domicile in addition to the one (1.0) TFP for the preparation and administrative work.
    - d. <u>The probationary observer Flight Attendant will receive "A" pay and the override provided for in Sections</u> <u>27.P.1.g and 27.P.1.h. [Company Business...] in lieu of per diem.</u>
    - e. <u>If the observation flight/trip is scheduled or rescheduled into an overnight, the probationary observer</u> <u>Flight Attendant will receive local transportation and hotel accommodations pursuant to Section 34</u> [Hotels]. If the RON is unscheduled, s/he will receive any additional compensation that would be due a <u>Flight Attendant under these circumstances.</u>
    - f. Duty and rest limitations will be consistent with the CBA.
  - 5. <u>The probationary observer Flight Attendant performing the probationary observation flight will not be</u> <u>considered as part of the FAA-required minimum crew, except as provided in E.3., above.</u>



- 6. <u>The probationary observer Flight Attendant will not wear the Flight Attendant uniform when conducting probationary observation flight(s).</u>
- 7. <u>Probationary observer Flight Attendant will be booked non-bumpable positive space (currently B3) but may choose to sit in the Flight Attendant jumpseat.</u>
- 8. <u>The Company may determine that operational needs require that one (1) or more Flight Attendants be placed</u> on no-bid status for a bid month.
  - a. <u>The Company will determine the minimum number of probationary observation flights that the probationary observer Flight Attendant must conduct during the month.</u>
  - b. <u>The probationary observer Flight Attendant may pick up other flying during the month pursuant to Section</u> <u>12 [Exchange of Sequences].</u>
- 9. Assignment of observation flights and selection for placing a trainer on no-bid status will be offered in domicile seniority order to those included in the observation pool.



#### 1. Do legalities apply to // Company-required Training?

Crew rest of eleven hours (11:00), release to report, must be provided before and after // <u>Company-required</u> <u>training</u> per <u>Section 30.A.4. [Rest]</u>. You may waive this down to nine hours (9:00) prior to report for your next sequence after // <u>Company-required training</u> //. You may also waive rest down to nine hours (9:00) prior to report for the next sequence after // <u>Company-required training</u> through trading with another Flight Attendant 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 <u>CFRs</u> to approve this trade.").

If you waived your contractual rest and have scheduled rest under eleven hours (<u>11:00</u>) following // <u>Company-required training</u> and your rest is subsequently operationally reduced to fewer than eight hours (8:00), 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 // <u>Company-required training</u>, you are not entitled to the <u>one and one-half times</u> (1.5<u>x</u>) pay provisions outlined in <u>Section 30.A.4.b. [General Training...].</u>

# 2. If my duty day goes over twelve hours and thirty minutes (12:30) on a day I am traveling to or from <u>Company-required</u> training, do I receive double rest as provided for in <u>Section 8.H. [Compensatory</u> (<u>Double-Out) Rest</u>]?

No, you are paid one (1.0) additional TFP. Section// 30.A.3.b. [General Training...]

#### 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 domicile. 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 <u>that</u> arrive in SEA prior to 7:00 PM. On the day of training, book flights <u>that</u> depart from SEA at 6:00 PM or later.

#### 4. Can I bid for // <u>Company-required training</u> in a domicile other than where I am domiciled?

Yes. If <u>Company-required</u> training is offered in your domicile, and you elect to trade into an opening at another domicile, per diem, hotel and deadhead will not be paid. //

# Can I deadhead to <u>Company-required</u> training from a city other than my domicile? Yes, however per diem and over-duty pay will be based on applicable flights to and from your domicile.

Can I trade my Recurrent Training days?
 Yes, you may trade for an opening in another class on a day off. Trades will be processed by Crew Scheduling.

#### 7. What happens if I am assigned // Company-required Training and then call in sick?

// For Recurrent Training, you will not receive sick pay; for all other Company-required (non-computer-based) training, you will receive sick pay. Absences will be processed under Section 32 [Attendance Policy].



# SAVINGS CLAUSE

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



The Attendance Policy outlined below 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 flights are properly staffed.

The Attendance Policy for Flight Attendants <u>will</u> be as follows:

A. REPORTING PROCEDURE

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

- 1. 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 <u>six (6)</u> consecutive calendar days following the call.
- 2. Unless otherwise specified, a Reserve Flight Attendant's call <u>will</u> be valid only for one (1) day. The Reserve Flight Attendant may specify a longer period, up to <u>six (6)</u> consecutive calendar days following the call.
- 3. <u>Inflight management may reach out via electronic communication on the Company intranet to a Flight Attendant anytime s/he accrues attendance points in order to ensure the welfare of that Flight Attendant.</u> <u>The Flight Attendant will not be obligated to respond.</u>
- Inflight management may contact the Flight Attendant via telephone or electronic communication on the Company intranet and the Flight Attendant will be expected to return the contact as soon as practical under the following circumstances:
  - a. <u>If a Flight Attendant has accrued a total of four (4) points (regardless of points reduction and/or total bank points) within two (2) consecutive calendar quarters; or</u>
  - b. <u>If a Flight Attendant calls in sick at or after scheduled check-in and prior to wheels-up of her/his first</u> <u>flight (Sick Leave On-Line at Scheduled Check-In). Inflight management may contact the Flight Attendant</u> <u>via telephone or electronic communication on the Company intranet.</u>
- 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 hours (2:00) prior to check-in (three hours (3:00) prior to scheduled departure).

- C. <u>ATTENDENCE POLICY</u> DEFINITIONS
  - 1. No Show

(See also Section 10.CC. [No Show Sequence Recovery...].)

- a. 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; or //
- b. Being unavailable for contact because the Flight Attendant failed to take a scheduled deadhead, except as provided for in <u>Section 10.X. [Deadhead]; or</u>
- c. <u>Failure to check e-mail within fifteen minutes (:15) of the completion of the debrief period and prior to</u> leaving the secure area at the conclusion of the Reserve assignment for additional flying or APSB (points may be mitigated as an Unavailable for Contact pursuant to C.15., below); or
- d. <u>Failure of a Reserve to return Crew Scheduling's call within fifteen minutes (:15) after contact number(s)</u> on file have been called pursuant to <u>Section 11.D.1.d. [Scheduling / Notice Time...]</u> (points may be mitigated as an Unavailable for Contact pursuant to <u>C.15</u>., below); or
- e. <u>Failure of an APSB Reserve or any Flight Attendant(s) on ground time to return Crew Scheduling's call</u> within fifteen minutes (:15) from the time of the initial contact using the Flight Attendant(s) contact number(s) on file with Crew Scheduling. Additionally, Crew Scheduling will also attempt to contact the Flight Attendants using the crew lounge telephone (if available) and airport audio paging system or a successor system.
- 2. Late Report

// When a Flight Attendant fails to check-in at the time designated (at scheduled initial check-in time of the sequence), Crew Scheduling has no obligation to attempt to contact the Flight Attendant. A Flight Attendant who reports prior to being replaced by another Flight Attendant who is assigned the sequence will be considered a Late Report. //



3. Reported Illness Using Quarterly Point Reduction

When a Flight Attendant calls at least two hours (2:00) prior to check-in (three hours (3:00) 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 hours (2:00) prior to check-in (three hours (3:00) 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. <u>Short Sick Call</u> //

When a Flight Attendant calls in sick less than two hours (2:00) prior to scheduled check-in.

6. Sick Leave On-Line at Scheduled Check-in

When a Flight Attendant calls in sick at or after scheduled check-in and prior to wheels-up of her/his first flight. If the occurrence is coded as Workers' Compensation, FMLA or an approved medical leave, then that occurrence will be considered as Sick Leave On-Line.

- 7. Sick Leave On-Line
  - a. When a Flight Attendant reports for work and calls in sick after wheels-up of her/his first flight and fails to complete her/his scheduled sequence because of personal illness. //
  - b. When an APSB reports sick prior to receiving an assignment.
- 8. Sick Leave On-Line without or after Using Quarterly Point Reduction

<u>A Flight Attendant who uses Sick Leave On-Line and who 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.</u>

9. Might Be Late (MBL)

When a Flight Attendant calls prior to check-in <u>(at scheduled initial check-in time of the sequence)</u> and reports that s/he might be late: //

- a. <u>If the Flight Attendant scans in on time, or within five (5) additional minutes after her/his scheduled</u> report time, after calling in MBL, no points will apply.
- b. If the Flight Attendant proceeds directly to the gate or does not scan in on time, points will apply.
- 10. Failure to Report to Training Class

When a Flight Attendant fails to report to a scheduled training class by the scheduled time of class.

11. 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 <u>ten</u> (10) days // <u>from the first day of</u> 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. <u>On call Reserve status</u>, <u>Airport Standby</u>, <u>Company required training or any other non-flying scheduling obligation does not count as a flying assignment for the purposes of this provision. In no such case will a Single Continuous Occurrence of Illness extend past a total of ten (10) consecutive days from the first day of absence due to the initial report of illness.</u>

12. <u>Reported Illness When Assigned a Junior Available (JA) Sequence</u>

When a Flight Attendant is assigned a Junior Available (JA) sequence and s/he reports s/he and/or her/his child or qualified family member is sick at the time of the assignment. Such Flight Attendant may be required to produce verification of her/his own, her/his child's or qualified family member's illness. Regardless, if the Flight Attendant produces a doctor's statement dated within forty-eight hours (48:00) of the notification of the JA assignment and turns in such verification prior to departure of the next scheduled sequence, no points will be charged under this Section.



# 13. Chargeable Occurrence

Whenever points are charged to a Flight Attendant's record that are not reduced by quarterly point reduction. An occurrence is still considered chargeable even if the Flight Attendant has banked points to offset the points charged to her/his record.

14. Management Drop

A Management Drop allows you the time off you need during a personal emergency. A Management Drop may be applied as follows:

- a. <u>Sequences, partial sequences, training or Reserve days missed due to a Management Drop are unpaid.</u>
- b. <u>Flight Attendants will be assessed one-half (0.5) point per day for the entire period of absence on an</u> approved Management Drop with a maximum of two and one-half (2.5) points per absence up to a maximum of ten consecutive days.
- c. <u>In order to request a Management Drop the Flight Attendant must contact Inflight management or Crew</u> <u>Scheduling if after business hours. S/he may authorize the drop and notify Crew Scheduling if appropriate.</u>
- 15. Unavailable for Contact
  - a. Failure of a Reserve to check e-mail at the end of her/his reserve assignment

A Flight Attendant who fails to check her/his e-mail at the end of her/his reserve assignment within fifteen minutes (:15) after the completion of the debrief period and prior to leaving the secure area (Section 11.D.6. [Scheduling / Notice Time...]) but who contacts Crew Scheduling within one (1:00) hour after her/his debrief period will have her/his No Show adjusted to an Unavailable for Contact.

b. Failure of any Flight Attendant to be contactable during ground time (including an APSB Reserve)

Failure of an APSB Reserve or any Flight Attendant(s) on ground time to return Crew Scheduling's call more than five minutes (:05) but less than fifteen minutes (:15) from the time of the initial contact using the Flight Attendant(s) contact number(s) on file with Crew Scheduling. Additionally, Crew Scheduling will also attempt to contact the Flight Attendants using the crew lounge telephone (if available) and airport audio paging system or a successor system.

- c. Failure of a Reserve to return Crew Scheduling's call more than fifteen minutes (:15) and less than sixty minutes (:60) after contact number(s) on file have been called. Failure of a Reserve to return Crew Scheduling's call more than sixty minutes (:60) after contact number(s) on file have been called, see C.1. "No Show" [Attendance Policy Definitions], above].
- 16. Late Arrival to an Aircraft

A Flight Attendant is required to be at the aircraft forty-five minutes (:45) prior to departure (Section 8.D.1. [Check-in and Debrief]). When a Flight Attendant arrives late to an aircraft, s/he will not be assessed any attendance points under Section 32. Late Arrival to an Aircraft will be considered a performance issue and handled under the Company's progressive discipline policy.

D. TIME LIMIT FOR QUARTERLY POINT REDUCTION DESIGNATION

A Flight Attendant must designate a sequence for Quarterly Point Reduction prior to the end of her/his next sequence.



#### E. CONTROL PROCEDURE

Absences as described above will be recorded in the following manner:

**Occurrences** 

Points Assigned

**Reference** 

No Show	3	<u>C.1.</u>
Late Report	1	<u>C.2.</u>
Reported Illness or Sick Leave On-Line Using Quarterly Point Reduction	0	<u>C.3.</u>
Reported Illness or Sick Leave On-Line after or without Using Quarterly Point Reduction	<sup>1</sup> / <sub>2</sub> point per day or partial day on the sick list, with a maximum of 2 <sup>1</sup> / <sub>2</sub> points per single continuous occurrence.	<u>C.4. and C.8</u> .
Short Sick Call	21/2	<u>C.5.</u>
Sick Leave On-Line After Scheduled Check-In	Additional 1/2 point to Sick Leave On-Line	<u>C.6.</u>
Sick Leave On-Line	<sup>1</sup> / <sub>2</sub> point per day or partial day on the sick list, with a maximum of 2 <sup>1</sup> / <sub>2</sub> points per single continuous occurrence (unless reduced by Quarterly Point Reduction)	<u>C.7. and C.8</u> .
Might Be Late (M.B.L.) (When FA does not scan-in and reports to gate <sub>≠</sub> or scan-in is <u>more than 5 mins</u> after scheduled report time)	1/2	<u>C.9.</u>
M.B.L. (When scan-in is before scheduled report time <u>or within the 5 min grace</u> period)	0	<u>C.9.</u>
Failure to Report to Training Class	1	<u>C.10.</u>
JA with a doctor's note	0	<u>C.12.</u>
JA without a doctor's note	1/2 point per with a maximum of 21/2 points per single continuous	<u>C.12.</u>
Management Drop	1/2 per day	<u>C.14.</u>
Unavailable for Contact	1 1/2	<u>C.15.</u>
Late Arrival to an Aircraft	0 (performance issue)	<u>C.16.</u>

#### 1. <u>Attendance Policy Disciplinary Action</u>

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

//

No Show	Any time a Flight Attendant has a No Show s/he will be counseled
5 – 6½ points	Counseling
7 – 9 points	Written Warning
9½ – 11½ points	Final Warning
12 points	Termination of Employment

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 <u>Section 19.A.1. [Dismissal or Disciplinary Procedure]</u> 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 will be considered exonerated.
  - b. The final determination of what points, if any, should be 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 Flight Attendant will be considered exonerated.
  - c. 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.
  - d. Saturdays, Sundays and recognized holidays <u>as specified in Section 19.C.2. [General]</u> are excluded from calculation of the twelve (12) days.
  - e. 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.
- 2. When a Flight Attendant is absent (including No Shows and <u>Late</u> Report(s)) and a delay resulted because of the absence, the Flight Attendant <u>will</u> not receive separate discipline for causing or contributing to the delay in addition to points under the Attendance Policy.
- 3. <u>If a Flight Attendant has accrued bank point(s) and s/he has received chargeable occurrences that would otherwise result in disciplinary action per 32.E. [Control Procedure], above, any and all bank point(s) will be immediately applied against her/his points accrual prior to the initiation of any disciplinary action.</u>
- G. RECORD IMPROVEMENT
  - 1. 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 // be counted toward record improvement <u>pursuant to G.3. and G.4., below</u>.
  - 2. Points will be deleted from the Flight Attendant's accumulated total eighteen (18) months after the event for which the points were charged.
  - Flight Attendants who have zero (0) points and thereafter accumulate two (2) consecutive quarters with no chargeable occurrences <u>may</u> bank two (2) points for each two (2) consecutive quarters of "perfect attendance" (<u>i.e. no chargeable occurrences</u>), up to a maximum of <u>six (6)</u> points <u>as follows:</u>
    - a. <u>Flight Attendants must achieve a minimum of two-hundred forty (240.0) Worked TFP, including vacation/Longevity PTO pay within the two (2) consecutive quarters of no chargeable occurrences. Unpaid TFP credit will be applied and/or the look back period will be modified consistent with Sections 15.M. [Leaves with Coordination...] and 15.N. [Unpaid Leaves...], as applicable.</u>
    - b. In no circumstances will a Flight Attendant receive more than forty (40.0) unpaid TFP credit toward the two-hundred forty (240.0) TFP threshold calculation, during those two (2) consecutive guarters with no chargeable occurrences in order to accumulate bank points.

- 4. At the end of each calendar year, any Flight Attendant who has achieved a minimum of four-hundred eighty (480.0) TFP including vacation/Longevity PTO and who has four (4) or fewer points and did not accumulate // any point(s) since November 1<sup>st</sup> of that year, will have her/his record reduced to zero (0) points. In no circumstances will a Flight Attendant receive more than eighty (80.0) unpaid TFP credit toward the four-hundred eighty (480.0) TFP threshold calculation for purposes of this provision. Unpaid TFP credit will be applied and/or the look back period will be modified consistent with Sections 15.M. [Leaves with Coordination...] and 15.N. [Unpaid Leaves...], as applicable.
- 5. If a Flight Attendant has available bank point(s) and s/he is eligible for and submits a completed Quarterly Point Reduction Form in a timely manner pursuant to 32.D. [Time Limit for Quarterly Point Reduction...], above, a Single Continuous Occurrence of Illness (C.11. [Attendance Policy Definitions], above) will be reduced to a Reported Illness Using Quarterly Point Reduction (C.3. [Attendance Policy Definitions], above). The use of a Quarterly Point Reduction is limited to one Single Continuous Occurrence of Illness per calendar quarter.
- 6. The Company <u>will</u> 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 <u>eighteen</u> (18) months after the event for which the points were charged, <u>will</u> 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 (0), all of her/his prior points and record improvement point deletions <u>will</u> 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 (0).
- 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 <u>will</u> subject an employee to termination.

I. EXCUSED TIME OFF

Approved leaves of absence will not be considered in the administration of this Section.

J. SPECIAL CIRCUMSTANCES

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

- K. WORKERS' COMPENSATION
  - 1. <u>A Flight Attendant will not accrue attendance points under Section 32 for absences from work due to a compensable on-the-job injury or illness that meets the reporting and notice requirements set forth in K.2., below. A Flight Attendant retains the obligation to remove her-/himself from the schedule or No Show points will apply when applicable.</u>
  - 2. <u>If a Flight Attendant has been given attendance points for an absence prior to it being determined to be an on-the-job injury or illness, covered by the appropriate Workers' Compensation law, then those points will be removed following such approval.</u>
  - 3. <u>Attendance points removed pursuant to K.2.</u>, above, will not count towards the Flight Attendant's Quarterly <u>Point Reduction or a chargeable occurrence for the quarter in question.</u>



#### 1. When can I use sick leave?

- Sick leave may be used for:
- a. Disabling illness or injury.
- b. Covering the difference between Workers' Compensation and straight-time hours.
- c. Death in the immediate family.
- d. Maternity leave.
- e. FMLA for your illness or injury.
- f. <u>P</u>ursuant 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 that will cover sequences that begin up to six (6) consecutive days following the sick call. Section 32.A.1. [Reporting Procedure]

Reserve: A sick call will be deemed to cover only one (1) calendar day unless you specify a longer period, up to <u>six (6)</u> calendar days following the call. <u>Section 32.A.2. [Reporting Procedure]</u>

You are responsible for notifying <u>Crew Scheduling and/or</u> 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. You must contact <u>an Inflight Leave Analyst or a</u> <u>third party administrator as applicable (e.g. Matrix)</u> to request a leave of absence and you may be required to see the Company physician. <u>Section 15.C. [Medical Leave...]</u> You may also contact an AFA Benefits representative for <u>options, guidance and additional information.</u>

# 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 if your doctor so verifies. <u>Contact</u> an <u>Inflight supervisor as soon as the need for the Leave is known.</u>

# 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 two and one-half (2.5) points, regardless of the length of the sequence. For example, you will receive two and one-half (2.5) points for a turn or a four (4)-day sequence. Sections 32.B. [Timeliness of Reporting], 32.C.4. "Reported Illness Without..." [Attendance Policy Definitions] and 32.E. [Control Procedure]

//

# 6. 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 <u>Section</u> <u>32.J. [Special Circumstances]</u>, the Flight Attendant will not receive record improvement for the quarter in which the adjustment occurred.

# 7. If I call in sick for an all-nighter or a sequence that is one (1) duty period but spans two (2) 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.

# 8. Will discipline given in connection with Section 32 be issued within twelve (12) days?

Yes. However, for a Reported Illness or Sick Leave <u>On-Line</u>, 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.



# <u>NO SHOW</u>

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

#### 10. What happens if I am on Reserve and <u>not contactable</u>?

//

If you are on reserve and fail to return Crew Scheduling's call within fifteen minutes (:15), you will receive three (3) points for a No Show (Section 32.C.1. "No Show" [Attendance Policy Definitions]) and have five (5.0) TFP deducted from your Reserve guarantee.

If you then contact Crew Scheduling within one (1) hour of Crew Scheduling's call, your No Show will be reduced to one and one-half (1.5) points (Section 32.C.15. "Unavailable for Contact" [Attendance Policy Definitions]). You are considered on-call again and will have five (5.0) TFP reinstated towards your guarantee.

If you fail to return Crew Scheduling's call, you will not be considered on reserve for the remained of the calendar day.

11. What happens if I am on Reserve and forget to check my e-mail within fifteen minutes (:15) of the conclusion of the debrief period, at domicile?

If you are on reserve and fail to check your e-mail within fifteen minutes (:15) of the conclusion of the debrief period (including if extended as a result of deplaning) and prior to leaving the secure area at the conclusion of the Reserve assignment, you will receive three (3) points for a No Show. Section 32.C.1. "No Show" [Attendance Policy Definitions]

If you then contact Crew Scheduling within one (1) hour after your debrief period at domicile (including if extended as a result of deplaning), your No Show will be reduced to one and one-half (1.5) points for Unavailable for Contact. Section 32.C.15. "Unavailable for Contact" [Attendance Policy Definitions]

If you contact Crew Scheduling in excess of one (1) hour from the end of the debrief period (including if extended as a result of deplaning) your No Show will remain.

# 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. If I am on a scheduled or unscheduled ground time must I remain contactable?

Yes, any time a Flight Attendant is on ground time they must be available for contact. Failure for an APSB Reserve or any Flight Attendant(s) on ground time to return Crew Scheduling's call more than five minutes (:05) but less than fifteen minutes (:15) from the time of the initial contact using the Flight Attendant(s) contact number(s) on file with Crew Scheduling will result in the Flight Attendant being assessed one and one-half (1.5) points for being unavailable for contact. Additionally, Crew Scheduling will also attempt to contact the Flight Attendants using the crew lounge telephone (if available) and airport audio paging system or a successor system. Section 32.C.15. "Unavailable for Contact" [Attendance Policy Definitions]

# **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.

15. What are the points for a Reported Illness, assuming I do not designate that occurrence for quarterly point reduction?

You will be assigned <u>one-half (.5)</u> point for each day or part of a day missed up to a maximum of <u>two and one-half</u> (2.5) points per single continuous occurrence.

16. 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, no attendance points are assessed for an absence called in for a sick child (zero (0) points per day).



17. May I use quarterly point reduction for a Reported Illness within two (2) hours of check-in (three (3) hours prior to departure)?

No. Section 32.C.5. "Short Sick Call" [Attendance Policy Definitions]

# <u>MIGHT BE LATE</u>

#### 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 will receive a Late Report (one (1) point). If you are late and Crew Scheduling subsequently replaces you with a Reserve, you will receive a No Show (three (3) points). Your call to Crew Scheduling regarding being late for your check-in will be considered a Might Be Late call. Alerting Crew Scheduling that you are on your way may help avoid a No Show. If the Flight Attendant scans in on time, or less than five (5) minutes after scheduled report time, after calling and has called in MBL, no points will apply per Section 32.C.9. "Might Be Late (MBL)" [Attendance Policy Definitions].

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

If the Flight Attendant proceeds directly to the gate or does not scan in on time, later than five (5) minutes after scheduled report time, points will apply pursuant to Section 32.C.2. "Late Report" or Section 32.C.1. "No Show" [Attendance Policy Definitions], as applicable.

<u>If you scan in more than five (5) minutes after scheduled report timelate or arrive late to the gate and Crew</u> Scheduling has not replaced you with a Reserve, you will be assessed a Late Report (one (1) point).

// If you are not on board the aircraft // <u>before being replaced</u> by <u>another Flight Attendant, Reserve or Inflight</u> <u>manager assigned to the sequence (excluding pre-boarding) then</u> you will be charged with a No Show and receive three (<u>3</u>) 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. <u>Section 32.C.10. "Failure to Report..." [Attendance Policy Definitions]</u>

# SINGLE CONTINUOUS OCCURRENCE OF ILLNESS

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

**Lineholder**: A Single Continuous Occurrence can last up to a maximum of  $\underline{\text{ten}}$  (10) days //  $\underline{\text{from the first day of}}$  absence of the sequence for which you called in sick.

**Reserve:** A Single Continuous Occurrence can last up to a maximum of <u>ten</u> (10) days // <u>from the first day of</u> absence of the affected block of Reserve days. <u>Section 32.C.11. "Single Continuous Occurrence..." [Attendance Policy Definitions]</u>

#### 22. What stops a Single Continuous Occurrence of Illness?

**Lineholder**: At the end of <u>ten</u> (10) days // <u>from the first day of</u> absence 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 <u>ten (10)</u> days. The incidents will then be considered a Single Continuous Occurrence.

**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 <u>ten</u> (10) days // <u>from the first (1<sup>st</sup>)</u> day of absence of the first (1<sup>st</sup>) 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 <u>ten (10)</u> days. <u>On call Reserve status</u>, <u>Airport Standby</u>, <u>Company required training or any other non-flying scheduling obligation does not count as a flying assignment for the purposes of this provision. The incidents will then be considered a Single Continuous Occurrence. <u>Section 32.C.11. "Single Continuous Occurrence..." [Attendance Policy Definitions]</u></u>



# 23. Does the <u>two and one-half</u> (2.5) point maximum for absences (Reported Illness without or after using quarterly point reduction // 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  $\underline{two}$  (2) hours before check-in (three (3) hours before scheduled flight departure), and either does not use quarterly point reduction or has already used it in the quarter.

//

- a. Example #1: Flight Attendant calls in sick on the first (1<sup>st</sup>) and remains absent until the tenth (10<sup>th</sup>) two and one-half (2.5) points.
- b. Example #2: Flight Attendant calls in sick on the first (1<sup>st</sup>) and remains absent until the thirteenth (13<sup>th</sup>) two and one-half (2.5) points through the tenth (10<sup>th</sup>), and one and one-half (1.5) points for the absences on the eleventh (11<sup>th</sup>), twelfth (12<sup>th</sup>), and thirteenth (13<sup>th</sup>). Total four (4) points.
- c. Example #3: Flight Attendant calls in sick on the first (1<sup>st</sup>), returns to work on the sixth (6<sup>th</sup>) and works one sequence (or part of a sequence), then calls in sick on the ninth (9<sup>th</sup>) and remains absent until the fifteenth (15<sup>th</sup>). Two and one-half (2.5) points through the tenth (10<sup>th</sup>) and two and one-half (2.5) points for the absences on the eleventh (11<sup>th</sup>) fifteenth (15<sup>th</sup>). Total five (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. Selection of an occurrence for quarterly point reduction submitted after completion of the sequence following your illness will not be accepted for point reduction. <u>Section 32.D. [Timeline for Quarterly...]</u>

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

Your Supervisor may discuss your record at any point you <u>No Show, Sick Leave Online at Scheduled Check-in and</u> <u>"rapid point accrual" (i.e. four (4) total accrued points in two (2) consecutive quarters)</u>, but formal counseling is when you have accrued between five (5) and six and one-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. <u>Section 32.E. [Control Procedure]</u>

# RECORD IMPROVEMENT

# 26. What are the different types of Record Improvement?

- a. 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) points will be reduced from your record at the end of that calendar quarter until your record reaches zero (0) points. Your record will not go below zero (0).
- b. If you have zero (0) points at the end of a calendar quarter and then achieve two (2) full calendar quarters with no chargeable occurrences, in addition to being credited a minimum of two-hundred forty (240.0) Worked TFP including vacation/Longevity PTO pay and TFP credit consistent with Sections 15.M. [Leaves with Coordination...] and 15.N. [Unpaid Leaves...], as applicable, within the two (2) consecutive quarters of perfect attendance you will bank two (2) points for each two (2) consecutive quarters without chargeable occurrences, up to a maximum of six (6) bank points.
- c. If at the end of each calendar year, any Flight Attendant who has achieved a minimum of four-hundred eighty (480.0) TFP, including vacation/Longevity PTO and TFP credit consistent with Sections 15.M. [Leaves with Coordination...] and 15.N. [Unpaid Leaves...], as applicable, and who has four (4) or fewer points and did not accumulate // any point(s) since November 1<sup>st</sup> of that year, will have her/his record reduced to zero (0) points.
- d. 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 (0), all of your prior points and record improvement point deletions <u>will</u> have no further effect on your accumulated point total.

//



#### 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?

// Leave(s) will not disqualify you from record improvement. If you are on an approved leave with coordination or without coordination you will be receiving a TFP credit towards your Record Improvement credit requirement for the quarter.

29. If points on my record are adjusted due to special circumstances in accordance with Section 32.J. [Special Circumstances], 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 another (pursuant to applicable State law and/or Company policy), death in the family in accordance with <u>Sections 15.H. [Bereavement Leave...]</u> or <u>15.D. [Maternity Leave...]</u>. Any other use constitutes abuse and will subject the <u>Flight Attendant</u> to discharge. <u>Section 32.H. [Abuse of Sick Leave]</u>

#### **BEREAVEMENT / FUNERAL LEAVE**

#### 31. Is there a provision for Bereavement/Funeral Leave?

Yes. See Section 15.H. [Bereavement Leave...] for benefits and eligibility requirements.

# 32. **My neighbor died. I was very close to her. Can I take Bereavement Leave to go to her funeral?** Bereavement Leave is only available for immediate family. You may contact your Supervisor to request <u>a</u> Management Drop.

# MANAGEMENT DROP

#### 33. What is a Management Drop?

The contract does not provide for or address any personal emergencies, but <u>the Company</u> recognizes there are times you need to be with your family. A <u>Management</u> Drop allows you the time off you need during a personal crisis. <u>Management Drop(s) are at the discretion of the manager/supervisor if s/he decides to grant the drop.</u> <u>Section 32.C.14. "Management Drop" [Attendance Policy Definitions]</u>

#### 34. How does the <u>Management</u> Drop work? Are there points or pay?

There is no pay for sequences or reserve days missed due to a <u>Management</u> Drop. You will accumulate one-half point (.5) per day for the entire period of absence. You may submit a request to the <u>division leader of Inflight</u> <u>Services or her/his designee</u> for point reduction. In rare cases, points will be reduced. <u>Section 32.C.14.</u> "<u>Management Drop</u>" [Attendance Policy Definitions]

#### 35. Who do I contact if I wish to request a Management Drop?

Contact your Supervisor, through Crew Scheduling if after business hours. S/he may authorize your drop and will notify Crew Scheduling if appropriate. You may submit a request to the <u>division leader of Inflight Services or her/his designee</u> for point reduction. In rare cases, points will be reduced. <u>Section 32.C.14. "Management Drop"</u> [Attendance Policy Definitions]



# A. CHARTER BIDS

- 1. <u>All known charters, including scheduled and confirmed 14 CFR part 121 charters, will be placed in the PBS program for bid. In no circumstances will a Flight Attendant be awarded a charter via PBS unless s/he has indicated a preference for charter flying or has specifically bid for a charter.</u>
- 2. All charters that have not been placed in PBS pursuant to A.1., above, will be bid and awarded by seniority via the First Class intramail system or successor system. However, no more than one charter that 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 one hour and forty-five minutes (1:45) block-to-block between the last flight of the previous sequence and the first flight of the subsequent sequence, whether between scheduled flying and/or charters, to be eligible for a charter award.
- 3. <u>A Flight Attendant may submit a bid to the domicile where a charter originates.</u> S/he is responsible to position her-/himself to fly the entire sequence as scheduled. A charter bid out of domicile will be covered under <u>Section 12.H. [Out of Domicile Trades...].</u>
- 4. <u>A bid line will not contain any out of domicile charters.</u>
- 5. <u>In building sequences that are to be put out for bid as charter flying, the Company will refrain from including any regularly scheduled flying, except:</u>
  - a. <u>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; or</u>
  - b. Such regularly scheduled flying will 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.
- 6. <u>In those duty periods when regularly scheduled flying is included in charter sequences, the duty day may not</u> <u>be scheduled to exceed ten hours and thirty minutes (10:30), and Minimum Pay Rules will apply.</u>
- 7. <u>Charter awards will be completed forty-eight (48) hours prior to scheduled report time. When the Company makes a charter commitment that does not provide Crew Scheduling the ability to post/award forty-eight (48) hours out the following provisions will apply:</u>
  - a. <u>If a charter is published fewer than forty-eight (48) hours before scheduled report time, the charter will be immediately posted for bidding, and subsequently closed and awarded eight (8) hours prior to scheduled report time.</u>
  - b. <u>In the event a vacancy on a previously awarded charter position occurs more than eight (8) hours prior</u> to scheduled report time, the charter will be reposted for bidding. The new vacancy will be awarded in accordance with the provisions of 7.a, above.
  - c. <u>When Crew Scheduling receives a new charter with fewer than eight (8) hours prior to scheduled report</u> time and if there is insufficient time to post for bidding, it may be assigned using the provisions of <u>A.8.</u>, <u>below</u>.
  - d. In the event a vacancy on a previously awarded charter position is the result of a sick call received fewer than eight (8) hours prior to scheduled report time or a No Show, a Reserve may be assigned. If the charter exceeds ten hours and thirty minutes (10:30), the charter will be offered to Reserves on a voluntary basis. A Reserve called may elect to be bypassed for the assignment. Pay will be one times (1.0x) the trip rate towards the guarantee and one times (1.0x) the trip rate above the guarantee. If all Reserves elect to bypass such assignment, no Reserve will be assigned to fly the charter sequence or a portion thereof unless the duty day of the charter is legal or made legal pursuant to Section 8.E. [Duty Period].
- If there are no bidders or not enough bidders to fill charter vacancies the charter will be assigned, at Crew Scheduling's discretion, to a Reserve or JA'd Flight Attendant, provided the duty day of the charter is legal or made legal pursuant to Section 8.E. [Duty Period], except as specified in 7.d., above.
- 9. <u>All Flight Attendants awarded or assigned a charter will choose the position they prefer to work at report time</u> in seniority order.
- 10. A Flight Attendant may bid for and be awarded charters that are bid outside of PBS while on vacation.



- 11. <u>Charter Instructions will be posted and accessible online to Flight Attendants via the Flight Attendant webpage.</u> <u>The Company and Association must mutually agree to any change to the online instructions prior to implementation.</u>
- 12. Charters may not be traded once they have been awarded.
- B. <u>CHARTER HOURS OF SERVICE</u>
  - 1. When a Flight Attendant is awarded a charter that has a scheduled duty period of more than twelve hours and thirty minutes (12:30) s/he has waived compensatory (double-out) crew rest pursuant to Section 8.H. [Compensatory (Double-Out) Rest] and will be compensated pursuant to Section 33.C. [Charter Compensation], below.
  - 2. <u>A Flight Attendant must allow a minimum of one hour and forty-five minutes (1:45) block-to-block between the last flight of the previous sequence and the first flight of the subsequent sequence, whether between scheduled flying and/or charters, and the total duty period may not exceed fourteen (14) hours in accordance with CFR limitations to be eligible for a charter award.</u>
  - 3. <u>Charters with a scheduled duty period exceeding ten hours and thirty minutes (10:30) may be placed out for bid.</u> Those charters not awarded through the bid process will be reconfigured consistent with Section 8.E. [Duty Period] prior to assignment except as specified in A.7.d. [Charter Bids], above.
  - 4. <u>A Flight Attendant who is awarded a charter that has a scheduled duty period of twelve hours and thirty</u> minutes (12:30) or less will be deemed to have not waived the crew rest provision in <u>Section 8.H.</u> [Compensatory (Double-Out) Rest].
  - 5. <u>Section 8.F. [Over-Duty Pay]</u> applies only if the original duty period was less than twelve hours and thirty minutes (12:30), and the Flight Attendant has been rescheduled to a duty period longer than fourteen hours (14:00).
  - 6. <u>Sections 8.G. [Fourteen Hour (14:00) Duty...] and 8.R. [Notification of Delay or Cancellation] both apply to charter flights.</u>
  - 7. <u>If a Flight Attendant is assigned as a Reserve or JA'd to a charter Section 8.H. [Compensatory (Double-Out)</u> <u>Rest] will apply.</u>
- C. <u>CHARTER COMPENSATION</u>
  - <u>Charters and other flying including promotional and sightseeing will be paid or credited at the rate of two</u> times (2.0x) the trip rate. If food service is offered on a charter, each Flight Attendant will receive five dollars (\$5.00) in addition to all other pay.
  - 2. Over-duty for a charter will be calculated as follows:
    - a. <u>A Flight Attendant who exceeds twelve hours and thirty minutes (12:30) flown on a charter flight will be paid two times (2.0x) the trip rate, and another one times (1.0x) the trip rate premium will then be added for any flights departing after twelve hours and thirty minutes (12:30) on duty, therefore three times (3.0x) the trip rate.</u>
    - b. <u>A Flight Attendant who exceeds twelve hours and thirty minutes (12:30) flown on a charter flight whose duty period was projected to or actually did exceed fourteen (14) hours, s/he will be paid two times (2.0x) the trip rate and another one times (1.0x) the trip rate premium will then be added for all flying in excess of twelve hours and thirty minutes (12:30), therefore three times (3.0x) the trip rate.</u>
    - c. <u>A Flight Attendant who exceeds twelve hours and thirty minutes (12:30) flown on a charter flight and whose duty period is projected to or actually does exceed sixteen (16) hours will be paid two times (2.0x) the trip rate, and another two times (2.0x) the trip rate premium will then be added for all flying after twelve hours and thirty minutes (12:30), therefore four times (4.0x) the trip rate.</u>
  - 3. JA'd to a Charter

<u>A Flight Attendant who is JA'd to a charter sequence will be paid two and one-half times (2.5x) the trip rate for all flights other than the charter segment, and three and one-half times (3.5x) the trip rate for the charter segment.</u>



# 4. In Excess of One (1) Hour Prior to Report Charter

When, in order to accommodate the needs of the charter operation, it is necessary to post a charter with a report time, greater than outlined in Section 8.D. [Check-in and Debrief], whether at or away from domicile, Flight Attendants will be compensated one-half (0.5) TFP, at the Flight Attendant's rate of pay, for every additional thirty minutes (:30) or portion thereof that s/he is required to report early.

5. <u>Reserve on a Charter</u>

When a Reserve is assigned a charter or a "voluntary charter" (non-revenue generating flight pursuant to 14 <u>CFR part 91</u>) s/he will be paid two times (2.0x) her/his trip rate for flights flown with passengers on board, one times (1.0x) the trip rate toward the guarantee and one times (1.0x) the trip rate above the Reserve's guarantee, except as otherwise modified in <u>33.C.</u>

# D. OPERATIONAL ORDERS FOR CHARTERS

Operational orders for charters must be posted with duties expected and flight schedules. Such orders will be posted as soon as possible but no later than two (2) hours prior to scheduled duty.



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

No. In addition, you must have a minimum of <u>one</u> hour <u>and forty-five minutes (1:45)</u> block-to-block between <u>the</u> <u>last flight of a previous sequence and the first flight of a subsequent sequence, whether between scheduled flying</u> <u>and/or</u> charters, and the total duty period may not exceed fourteen (14) hours in accordance with <u>CFR</u> limitations to be eligible for a charter award. Section 33.A. [Charter Bids]

2. 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.

#### 3. Can I bid for Charters in other domiciles?

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

4. 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.

5. 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. [Compensatory (Double-Out) Rest]?

Yes, you have waived crew rest.

6. How is over-duty pay calculated on a charter flight flown after exceeding twelve hours and thirty minutes (12:30) of duty?

You will be paid two times (2.0x) the trip rate, and another one times (1.0x) the trip rate premium will then be added for any flights departing after twelve hours and thirty minutes (12:30) 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 one times (1.0x) the trip rate for all flying after twelve hours and thirty minutes (12:30), therefore three times (3.0x) the trip rate. If your duty period was projected to or actually did exceed sixteen (16) hours, you will be paid the additional two times (2.0x) the trip rate for all flying after the twelve hours and thirty minutes (12:30), therefore three times (3.0x) the trip rate. If your duty period was projected to or actually did exceed sixteen (16) hours, you will be paid the additional two times (2.0x) the trip rate for all flying after the twelve hours and thirty minutes (12:30), therefore four times (4.0x) the trip rate. <u>8.F. [Over-Duty Pay]</u>, <u>Sections 8.G. [Fourteen Hour (14:00) Duty...]</u> and <u>8.R. [Notification of Delay or Cancellation]</u>

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

Charter flight	1.0
Charter premium	1.0
Over-duty premium	1.0
Total multiple times	
Trip rate	3.0x

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

Charter flight	1.0
Charter premium	1.0
Over-duty premium	2.0
Total multiple times	
Trip rate	4.0x



# A. LODGING

1. Overnight Lodging

The Company will provide each Flight Attendant while on Company Business away from her/his domicile with single occupancy lodging (one room per Flight Attendant) rated not less than First Class as defined by Travel Weekly (tier five (5)/Limited Service First Class or above), a successor system and equivalent rating, or a mutually agreeable replacement system with an equivalent rating.

a. No Qualifying Hotel

If there is no hotel that meets the standards in A.1. above, the Company and the Association will meet and mutually agree on an acceptable accommodation.

b. Lodging Not Meeting Rating Requirement or Not Rated

Nothing will preclude the Company and the Association from reaching mutual agreement on acceptable accommodations that do not meet the rating standard or that are not rated. If an agreement is reached on such lodging the Company and the Association will review the property prior to expiration of the hotel contract. The Association may request a review of the hotel prior to expiration of the hotel contract if there is a substantive change to the property (ownership, brand, etc.). If a hotel is not covered by a long-term contract then the property will be reviewed annually or sooner if there is a substantive change to the property.

- 2. Hotel Selection Process
  - a. Hotel Requirements

The Company will require the hotel to avoid ground floor accommodations as well as rooms near elevators, ice machines, housekeeping closets, laundry facilities, entertainment venues and loading docks. The Company will make a reasonable effort to locate crew hotels in an area with access to restaurants and/or groceries.

b. Hotel Standards

The Company will meet with the AFA Hotel Committee to seek input prior to making any changes to the Airline Crew Hotels Minimum standards.

c. Final Selection

An AFA Hotel Committee representative will be given the opportunity to visit new hotels under final consideration by the Company. If the AFA Hotel Committee disagrees with the Company's final selection the MEC may request a written explanation by the division leader of Inflight or her/his designee, detailing the reason(s) for the selection by the Company.

d. Most Favorable Language

The Company agrees if it negotiates more favorable hotel language with respect to paragraphs 1 and 2 above, in the Alaska Airlines pilot collective bargaining agreement the Company will apply that language to the Flight Attendants.

3. <u>Day Rooms</u>

If transit time through any out station exceeds four (4) hours, the Company will provide single hotel rooms for each Flight Attendant.

4. Irregular Operations

When irregular operations (e.g. weather, diversions, etc.) or hotel special events/circumstances (e.g. disruptive conventions, inoperative facilities or utilities, safety or security issues, crew room demands exceeding contract capacity, etc.) require Flight Attendants to layover in an unscheduled location and/or to stay in an unscheduled hotel, Crew Scheduling or the appropriate Company representative will be authorized to secure appropriate hotel accommodations. The Company will first attempt to secure accommodations at mutually agreeable alternate hotels. If alternate hotels are not available, the Company will make every reasonable effort to ensure such accommodations meet all minimum requirements in accordance with the provisions of this Section.

- 5. Non-US/Canada Overnight Requirements
  - a. <u>No Flight Attendant will transport to a layover hotel without another Company employee or stay at the hotel without another Company employee staying at the hotel excluding Canada and US territories.</u>



- b. <u>Toll-free number provided to reach Crew Scheduling available in-room from the hotel at no charge to the</u> <u>Flight Attendant.</u>
- 6. <u>In the unlikely event that Flight Attendants must share a hotel room due to unforeseen circumstances, the</u> <u>Company will compensate each Flight Attendant in the amount of the contracted crew business rate for the</u> <u>room at location on that day. The compensation will be paid automatically.</u>
- B. TRANSPORTATION

<u>Company will provide dependable transportation from airport to layover point and return. When transportation is</u> not provided within thirty-five minutes (:35) from block-in or within ten minutes (:10) of the scheduled departure time from the hotel, Flight Attendants will be reimbursed for the actual expenses incurred for transportation to or from the airport (Section 22.B. [Transportation]).

#### C. SELECTION AND INFORMATION SHARING PROCESS

- 1. <u>The Company, upon request, will meet with the Association Hotel Committee no less than once annually, at pre-determined, mutually acceptable date, location and time to discuss accommodations.</u>
- The Company will provide the Hotel Committee or other Association-designated MEC Representative with a complete hotel listing, including the complete address and phone numbers, of every hotel with which the Company has an agreement to provide lodging for Flight Attendants including all contract expiration dates, and the associated contracted crew business rates paid by the Company.
- The Association Hotel Committee will work with the Company or the hotel consulting business contracted by the Company in determining the layover/ back-up hotels. The Committee will be involved in the selection process including review of the initial list of hotels, and "requests for proposal" (RFPs) and associated room rates supplied by the hotel consulting company (if contractually allowed), and site visits.
- 4. Non-Disclosure Agreement

AFA agrees to provide a current Non-disclosure Agreement for each MEC Member and Hotel Committee Member. Each committee member with a Non-Disclosure Agreement on file agrees not to utilize the information provided in C.2. and C.3., above, to negotiate on behalf of the Company or for personal use. Failing to comply with this provision may result in the information no longer being provided to that committee member.

- 5. Site Visit
  - a. When the Company's hotel administrator goes on a review/visit of a hotel that is currently used or is being considered to be used by the Company to lodge Flight Attendants, it will afford the Association's designated representative the opportunity to attend the final site review/visit for the purpose of renewal or selection of a new hotel.
  - b. <u>The Company will relieve the Flight Attendant from any of her/his trip(s), as requested by the Association</u> and will pay the affected Flight Attendant six (6.0) TFP for each day while on a site visit.
  - c. <u>The Flight Attendant participating in the site visit will be provided with a single-occupancy hotel room.</u>
  - d. <u>If offline transportation is required to facilitate the hotel review/visit, the Company will request passes, if available, from the offline carrier on behalf of the Association Representative. Any charges associated with passes that are secured on the Flight Attendant's behalf will be paid for by the Company.</u>
  - e. <u>The Company will reimburse a Flight Attendant for any arrival and departure fees associated with the travel (e.g. international visit).</u>
  - f. <u>All site visits must be coordinated by the Company's hotel administrator and API or successor hotel</u> <u>vendor.</u>



This Agreement, except as otherwise specifically stated, will become effective <u>December 18, 2014 upon ratification of</u> <u>the AFA Alaska Airlines-Virgin America Merger Agreement</u>, and will continue in full force and effect through December 17, <u>20192021</u>, and shall renew itself without change until each succeeding December 17 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 December 17, <u>20182020</u>, or any December 17<sup>th</sup> 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  $\frac{139}{20152018}$  that day of  $\frac{139}{20152018}$  day of  $\frac{139}{20152018}$ .

#### WITNESS: FOR THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Sara Nelson	Jeffrey Peterson	
International President	Master Executive Council Preside	<u>int</u>
Jennifer Wise-MacColl	Jamie Cogen	
Joint Negotiating Committee Member	Joint Negotiating Committee Mer	<u>mber</u>
<u>[s]</u>	<u>/s/</u>	
Lindsey Steele	Paula Mastrangelo	
Joint Negotiating Committee Member	Senior Staff Negotiator	
WITNESS, FOR ALASKA AIRLINES, INC.		
WITNESS: FOR ALASKA AIRLINES, INC.		
Jeff Butler	Greg Mays	
Vice President, Inflight & Call Center Services	Vice President, Labor Relations	
Elizabeth Ryan	Emily Kimmel	
Managing Director, Labor Relations	Manger, Labor Relations	
WITNESS: FOR THE ASSOCIATION OF FLIGHT ATTEN	IDANTS-CWA_AEL-CIO	
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Sara Nelson	Jeffrey Peterson	
International President	Alaska MEC President	
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	Jisa Tukston	
Kristy Stratton	Lisa Pinkston	
Negotiating Committee Member		
	Negotiating Committee Member	
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Y N	Crow and Comments	
Jake Jones	Christina Frees	
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**Negotiating Committee Member** 

**Negotiating Committee Member** 

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Paula Mastrangelo Senior Staff Negotiator

WITNESS: FOR ALASKA AIRLINES, INC.

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Shane Tackett Vice President, Labor Relations

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Andy Schneider Vice President, Inflight Services

Elizabeth Kya

Elizabeth Ryan Managing Director, Labor Relations

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Mike Link Manager, Inflight Labor and Work Performance



#### LETTER OF AGREEMENT

by and between

ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO

and

ALASKA AIRLINES, INC.

Alaska Air Group, Inc. ("AAG"), Alaska Airlines, Inc. ("Alaska"), and the Association of Flight Attendants-CWA ("AFA"), as representative of the flight attendants employed by Alaska, agree as follows:

- A. AAG, as parent of Alaska, wishes to join with Alaska and AFA in protecting and preserving the work of the Flight Attendants, because doing so enhances the value of AAG's investment in Alaska by providing additional protection to the ongoing stability in the relationship between Alaska and the Flight Attendants and providing greater financial strength to Alaska.
- B. Alaska has placed an order with the Boeing Company for Boeing 737 Aircraft, which includes fixed and optional positions. For the purpose of this document the order shall be referred to as the "2012 Order;" however, the 2012 Order shall include all aircraft whether fixed positions or options not yet in possession of Alaska but that have been ordered from the Boeing Company any time prior to the effective date of this Agreement.
- C. All Flight Attendant work performed on current aircraft and aircraft acquired under the 2012 Order shall be performed by the Flight Attendants, so long as those aircraft are operated by an entity under the Control of AAG. None of the current aircraft or aircraft acquired under the 2012 Order shall be flown by airlines not controlled by AAG under a capacity purchase agreement with AAG or an entity under the Control of AAG.
- D. This shall not be construed so as to preclude AAG and/or Alaska from merging with another airline, but in that case the provisions of paragraph C of this Boeing Aircraft Letter of Agreement and of <u>Section 4 [Status of Agreement]</u> of the collective bargaining agreement between AFA and Alaska ratified on December 17, 2014, (the "Agreement") shall apply, including, without limitation, the requirement in <u>Section 4.C.1.c. [Labor Protective Provisions]</u> that "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 paragraphs C.1.a and C.1.b [of the Agreement]."
- E. Terms used in this Boeing Purchase Order Letter of Agreement, unless otherwise defined in t h i s Letter of Agreement, have the meaning given them in <u>Section 4 [Status of Agreement]</u> and <u>Section</u> <u>5 [Definitions]</u> of the Agreement.
- F. A dispute between AFA and either AAG or Alaska, or both, concerning interpretation or application of this Boeing Aircraft Letter of Agreement may be heard and determined by the Alaska Pilots' System Board of Adjustment in accordance with the procedures of Section 4.D. [Status of Agreement Remedies] of the Agreement, and AAG consents to the jurisdiction of such System Board for such purpose.
- G. This Boeing Aircraft Letter of Agreement becomes effective on the effective date of the Agreement and will remain in effect concurrent with the Agreement and any status quo period applicable to the Agreement under the RLA.

The parties have attested to their agreement to all of the foregoing terms by entering into this AAG Letter of Agreement effective this 18<sup>th</sup> day of December 2014.



by and between

#### ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO

and

ALASKA AIRLINES, INC.

Alaska Air Group, Inc. ("AAG"), Alaska Airlines, Inc. ("Alaska"), and the Association of Flight Attendants-CWA, International ("AFA"), as representative of the Flight Attendants employed by Alaska (the "Flight Attendants"), agree as follows:

- A. AAG, as parent of Alaska, wishes to join with Alaska and AFA in protecting and preserving the flying and related work of the Flight Attendants, because doing so enhances the value of AAG<sup>1</sup>'s investment in Alaska by providing additional protection to the ongoing stability in the relationship between Alaska and the Flight Attendants and providing greater financial strength to Alaska.
- B. AAG has reviewed and is familiar with the terms of <u>Sections 3.A [Recognition]</u>, <u>3.D [Scope]</u>, <u>3.H [Information Sharing]</u> and <u>3.J [Scope of Agreement Remedies]</u>, <u>Section 4 [Status of Agreement]</u> and <u>Section 5 [Definitions]</u> of the 2014 Collective Bargaining Agreement between Alaska and AFA (the "Agreement"). Terms used in this AAG Letter of Agreement, unless otherwise defined in this AAG Letter of Agreement, have the meaning given them in Section 4 and Section 5 of the Agreement.
- C. AAG will comply with, and will require Alaska and any Successor to comply with <u>Sections 3.D [Scope]</u>, <u>3.H</u> [Information Sharing], <u>3.J [Remedies]</u>, and <u>Section 4 [Status of Agreement]</u>.
- D. An Acquisition is defined as a single transaction or multi-step transaction by which AAG acquires Control (as described in <u>Section 4.B [Successorship]</u>) of an air carrier (the "Acquired Air Carrier") without a resulting Merger Transaction. In the case of an Acquisition of an air carrier that operates any aircraft other than Small Aircraft, AAG will comply with and cause Alaska to comply with the provisions of the Job Protection Letter of Agreement.
- E. Small Aircraft: means aircraft certificated for operation in the United States with a maximum gross takeoff weight of seventy-seven thousand (77,000) pounds or less and operated with seventy-six (76) or fewer passenger seats.
- F. A Merger Transaction is defined as a single transaction or multi-step transaction by which the operations of the Company and another operating air carrier are merged (whether or not under one FAA operating certificate) in accordance with paragraph <u>4.B [Successorship]</u> of the Agreement.
- G. When AAG intends to acquire Control of an air carrier, whether in a Merger Transaction or an Acquisition, or when AAG learns that another entity intends to acquire Control of AAG, then AAG will:
  - 1. Provide the Association with reasonable advance notice of the proposed transaction;
  - 2. Meet to discuss the impact of the proposed transaction upon the Flight Attendants;
  - 3. Disclose the details of any material agreements related to such transaction in a timely manner to allow the AFA to prepare for those discussions, provided that no financial or other confidential business information needs to be disclosed unless suitable arrangements for confidentiality are established.
- H. This AAG Letter of Agreement becomes effective on the effective date of the Agreement and will remain in effect concurrent with the Agreement and any status quo period applicable to the Agreement under the Railway Labor Act (RLA). A dispute between AFA and either AAG or Alaska, or both, concerning interpretation or application of this AAG Letter of Agreement may be heard and determined by the Alaska Flight Attendants' System Board of Adjustment in accordance with the procedures of <u>Section 4.D [Status of Agreement Remedies]</u> of the Agreement, and AAG consents to the jurisdiction of such System Board for such purpose.

The parties have attested to their agreement to all of the foregoing terms by entering into this AAG Letter of Agreement effective this 18<sup>th</sup> day of December 2014.

by and between Association of Flight Attendants – CWA, AFL-CIO

and

ALASKA AIRLINES, INC.

THIS JOB PROTECTION LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between ALASKA AIR GROUP, INC. ("AAG"), ALASKA AIRLINES, INC. ("Alaska") and the FLIGHT ATTENDANTS in the service of ALASKA AIRLINES, INC., as represented by the ASSOCIATIONS OF FLIGHT ATTENDANTS-CWA ("AFA").

WHEREAS, it is the desire of AAG, Alaska and AFA to enter into a Letter of Agreement protecting the work for Flight Attendants in the event AAG completes an Acquisition as defined in paragraph D of Alaska Air Group Letter of Agreement (AAG Letter of Agreement) between AAG, the Company, and AFA (the "AAG Letter of Agreement").

NOW, THEREFORE, it is mutually agreed and understood by and between the parties that Alaska will not furlough Flight Attendants during a Work Protection Period due to the transfer of flying as a result of an Acquisition. In the event of a furlough during a Work Protection Period, and in the event of a disagreement over the cause of the furlough, it shall be Alaska and AAG's burden of proof to establish that the furlough was not due to the transfer of flying to the Acquired Air Carrier, as defined in paragraph D of the AAG Letter of Agreement.

- A. A Work Protection Period commences on the date that AAG announces an intent to engage in an Acquisition and it continues for a period measured as the total length of the duration of the then current Collective Bargaining Agreement between AFA and the Company ("Agreement") plus one year (12/18/2014-12/18/2020).
- B. Except as otherwise provided in this Job Protection Letter of Agreement, a furlough shall be subject to all terms and conditions of the Agreement.
- C. Terms used in this Job Protection Letter of Agreement, unless otherwise defined in this Job Protection Letter of Agreement, have the meaning given them in <u>Section 4 [Status of Agreement]</u> and <u>Section 5 [Definitions]</u> of the Agreement, and in the AAG Letter of Agreement.
- D. A dispute between AFA and either AAG or Alaska, or both, concerning interpretation or application of this Job Protection Letter of Agreement may be heard and determined by the Alaska Flight Attendant's System Board of Adjustment in accordance with the procedures of <u>Section 4.D. [Status of Agreement Remedies]</u> of the Agreement, and AAG consents to the jurisdiction of such System Board for such purpose.
- E. This Job Protection Letter of Agreement becomes effective on the effective date of the Agreement and will remain in effect:
  - 1. Concurrent with the Agreement and any status quo period applicable to the Agreement under the RLA; plus
  - 2. Any additional period of time included within a Work Protection Period if one is activated during the time described in paragraph E.1 above.

The parties have attested to their agreement to all of the foregoing terms by entering into this AAG Letter of Agreement effective this 18<sup>th</sup> day of December 2014.



by and between

ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO

and

ALASKA AIRLINES, INC.

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, and pursuant to Agreements reached by and between ALASKA AIRLINES, INC. (the "Company") and the Flight Attendants in the service of ALASKA AIRLINES, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (the "Association").

# Continuation of Medical Health Insurance Upon Separation for Flight Attendants Aged 62-65 Years Using Sick Leave

Alaska Airlines (Company) and the Flight Attendants in the service of the Company as represented by the Association of Flight Attendants-CWA (Association) agree, in order to accommodate the transition from exchange of accrued sick leave for health care to a cash out program for accrued sick , on a one-time basis without expectation of renewal or extension, that the following shall apply to Flight Attendants and run concurrent with and be in force for the duration of the Flight Attendant Collective Bargaining Agreement [term] (Agreement) and any amendable period.

- 1. During the period that this Sideletter of Agreement is in force, Flight Attendants may elect the following option upon separation from the Company provided that they meet the below qualifications.
- 2. Qualifications: Upon separating from the Company, a Flight Attendant who is at least sixty-two (62) years with a minimum of ten (10) years of employment will qualify for this provision.
- 3. Pursuant to the Agreement, unused sick leave may accumulate up to a maximum of one thousand seven hundred (1,700) TFP. A qualified\_Flight Attendant may utilize accrued sick leave for continued medical coverage effective at the time of separation (e.g. Employee only, employee+ spouse/domestic partner, employee + family). For each month of coverage, twenty (20) TFP will be deducted until the sick leave bank accrual(s) are exhausted or until age sixty-five (65), whichever occurs first.
- 4. A Flight Attendant choosing this option is not eligible to have her/his sick leave paid out in accordance with <u>Section</u> <u>16.E.3. [Sick Leave Conversions]</u> of the Agreement.
- 5. This provision shall expire with either the effective date of the subsequent Agreement or the end of the current Agreement's amendable period, whichever is earlier.

All other provisions of the collective-bargaining agreement remain in full force and effect. The parties understand and agree that the provisions of this Sideletter of Agreement will terminate on the dates stated herein, and will not be applied to any future agreements.

The parties have attested to their agreement to all of the foregoing terms by entering into this AAG Letter of Agreement effective this 18<sup>th</sup> day of December 2014.



November 24, 2014

Jeffrey Peterson MEC President 2651 South 192<sup>nd</sup> Street Seattle, WA 98168

**RE: Sick Child Definition** 

Dear Jeff:

This is to confirm our continued agreement that whenever the collective-bargaining agreement 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 the law or in the interpretation of the law, the Company will publish the definition and distribute it to the Flight Attendants.

Sincerely,

Andy Schnerde

Andy Schneider VP, Inflight Services



by and between

ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO

and

ALASKA AIRLINES, INC.

#### **CONTRACT IMPLEMENTATION**

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

The Agreement in Concept adopted between the parties on October 8, 2014, and later adopted in the parties Tentative Agreement, contained a condition that is not otherwise reflected in ratified contract language in the Collective Bargaining Agreement, Letters of Agreement, or other Memoranda of Understanding. This condition is contained herein to reflect, when taken with all other contract terms, the totality of the Agreement between the parties:

Due to availability of the Information Technology (IT) team and other automation support, which includes acquiring necessary software, and the time required to implement specific terms and conditions of the contract, the parties agree to the following implementation schedule:

# 1. Signing Bonus- Paid on December 22, 2014

- \$500 per probationary Flight Attendant
- \$2,000 per Flight Attendant who has completed probation and up to 17 YOS
- \$3,000 per Flight Attendant 17 YOS or above

## 2. Effective Date of Signing (DOS) (December 17, 2014)

- Wages scales
- Per Diem
- Co-terminal pay
- <u>21.T.</u> Sit Pay when scheduled or actual ground time exceeds two hours between flights, 1.0 trip for pay is due (pay claim required until automated)
- <u>9.D.2.d.</u> Ability to trade or giveaway junior assignments (JA) with another FA.
- <u>10.X.7.b.</u> Unscheduled deadhead assigned to work limitations
- <u>11.C.3.b.</u> Voluntary and involuntary conversion to ER pay premium (equivalent application @ 1.5x for 3<sup>rd</sup> ER day and 2.0x for 4<sup>th</sup> ER or more until no pre-plotted ER days begins 3<sup>rd</sup> bid month in 2015)
- <u>11.F.14.</u> APSB limitations (A reserve may be assigned, excluding self-assignment, APSB no more than four times in a bid month unless s/he is the only reserve in the domicile who is legal and available to accept the assignment).
- <u>12.B.</u> FAs will be able to trade designated non-fly events on schedule with like non-fly events in Open Time or another FA.
- <u>8.T.</u> Base turns
- 8.S. Natural Disasters and Acts of War
- <u>3.D.2.</u> Management Flying to Prevent Cancellations

## 3. January 1, 2015

- Longevity Premium
- Recurrent training bidding will be implemented no later than two bid months after the first day of the bid month following DOS on 12/17/14 Flight Attendant ratification. A Flight Attendant will bid in January 2015 for March 2015 RT dates
- Section 32 All provisions except bank point application. Productivity Premium
- Quarterly Productivity Premium
- 480 application A Flight Attendant's total vacation TFP accrual, based on YOS, (even if vacation TFP in not credited) will count towards 480 Threshold for Health Care. All other 480 TFP applications go into effect except Bank Point application.



New Year's Holiday

## 4. February Bid Month (January 31, 2015)

- New Junior Assignment provisions
- Management flying all other provisions

# 5. March 2, 2015 (3<sup>rd</sup> bid month in 2015)

- <u>11.C.3.a.</u> No pre-plotted ER days.
- LTFA changes

## 6. March 31, 2015 (2<sup>nd</sup> bid guarter 2015)

• <u>Section 32</u> – Bank point application begins

## 7. One-hundred and twenty days after DOS – but no later than May 1, 2015

- Minimum Pay Rules:
- <u>10.Y.</u> & <u>21.D.</u> Duty Period Minimum (DPM), also known as 4 trip minimum
- <u>21.D.</u> Average Duty Period Guarantee (ADPG) minimum of 5.0 trips for pay (TFP) multiplied by the number of duty periods in the sequence
- <u>21.D.</u> Average Duty Period Guarantee (ADPG) minimum of 5.0 trips for pay (TFP) multiplied by the number of duty periods in the sequence
- <u>10.Y.</u> & <u>21.D.</u> Multiday Sequence Minimum (MSM) trips that span 3 or more calendar days and are scheduled or actually flown for fewer duty periods than the number of calendar days touched will be paid minimum of 4tfp x number of calendar days touched in sequence
- <u>10.Y.</u> & <u>21.D.</u> Extended Overnight Rules (EOR) If the trip does not have duty between 1 am and 11 pm local time, the trip credit is increased by 4 trips for pay. This is a change from current rule of trip without duty from midnight to midnight receives an additional 4 trips for pay.
- <u>12.E.2-3.</u> & <u>21.D.</u> Minimum pay rules other than the Duty Period Minimum, average duty period guarantee and multi-day sequence min will apply to sipped trips. Trips put into Open Time by the company may receive all the minimum pay rules
- <u>8.1.1.</u> Night Rule FA on duty (duty includes the whole time between report and release including deadhead, ground time, limo/ground transportation, flight time, and all duty non-fly codes) at 0429 or earlier is not required to remain on duty beyond 0830 on any given day.
- <u>8.K.</u> Insufficient rest at RON has changed from less than 9:00 to less than 9:30 from release to report at RON.
- <u>9.E.</u> Premium Open Time FA's will be allowed to pick up trips posted in Open Time at premium rate. FA's are not able to trade a trip into OT to pick up a trip designated as premium in OT.
- 10.M. PBS preferences
- 4k pairings (No earlier than Minimum Pay Rules Implementation and PBS preferences and conditions for 4k and 4k Redeye)
- 15 minute debrief (No earlier than Minimum Pay Rules)

## 8. <u>Two hundred and forty (240) days from DOS (no earlier than August 1, 2015)</u>

- <u>12.C.3.</u>, <u>12.D.5.</u> Sequence trades between flight attendants or with Open Time must be submitted at least three hours prior to the first flight. This is a change to current programming. Cut off in eMaestro is currently 4 hours prior to the first flight.
- <u>12.D.4.</u> Trading Trips with Open Time: "Open" vs "Limited" Days
- <u>12.D.6.</u> FA's may not trade or drop more than 40 TFP with Open Time. (20 TFP is low-bid FA)
- <u>12.D.7.a.</u> FAs will not be restricted from trading with Open Time from the bulletin board or multiple trades by the number of legs or the number of days the pairing touches. FAs will be restricted from trading with Open Time from the bulletin board or multiple trades when the number of trips in Open time that count towards the Threshold Sequence Number (TSN) is greater than the minimum TSN. FAs will be restricted from trading with Open Time if they have dropped or traded more TFP into Open Time than allowed based upon their Lineholder status.
- <u>12.D.8.</u> FAs can drop trips to Open Time without picking up or trading for another assignment in Open Time dependent on
- <u>12.F.</u> FAs may begin to pick up out of base trips on the 16th of the month prior to bid month at 9:00 AM PT.



- Reserves on days off cannot pick up until 9:01 hours after scheduled release of last day of reserve block.
- <u>12.C.2.</u> FA to FA trading will begin on same day (15th) as Open Time trading. These will still be staggered by base.
- 9. <u>Implementation of New Crew Management System and Crew Access (estimated to be</u> <u>implemented by end of second quarter 2016).</u>
  - <u>9.E.3.</u> Ability to drop Premium OT sequences into OT
  - <u>11.H.3.b.</u> Lineholders trading reserve days (Similar to reserve split block rules)
  - <u>11.E.1.</u> Reserve self-assignment
  - <u>11.E.1.c.</u> Reserve Repositioning Calendar
  - <u>11.H.7.</u> Automated reserve trades and repositioning
  - <u>11.H.8.</u> Reserve day repositioning or trading cannot occur after 1400 day prior to non-fly begin date
  - <u>11.H.8.</u> Reserve guarantee, this is a separate estimate according Alaska request (we are not calculating reserve now)
  - <u>11.F.15.</u> APSB posting in OT
  - <u>12.C.1.</u> Support on various platforms for trading system
  - <u>12.C.7.</u> Out of domicile jet bridge trades
  - <u>12.F.7.f.</u> OT trading of non-DD/TO/CP sequences of greater days covering the same dates regardless of date of departure
- 10. The Company agrees to make a good faith effort to meet the above implementation time frames. The time frames may be adjusted for circumstances beyond the Company's control. If the Company determines that a time frame requires adjustment, the Company and the Association will meet to discuss circumstances, the necessary adjustments to time frames, and agree on new implementation dates.

Between the date of ratification and implementation of the above provisions, Flight Attendants will be governed by 2006 Collective Bargaining Agreement as modified by the 2010 Contract Extension for those provisions listed above. All other provisions go into full force and effect DOS.

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

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Sara Nelson International President

Jeffrey Peterson Alaska MEC President

Paula Mastrangelo Senior Staff Negotiator

WITNESS: FOR ALASKA AIRLINES, INC.

Sleek Tabl

Elizabeth Rya

Elizabeth Ryan Managing Director, Labor Relations

Shane Tackett Vice President, Labor Relations

Undy Schnesde

Andy Schneider Vice President, Inflight Services



# by and between

ALASKA AIRLINES, INC.

## and the

# ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

# SUPPLEMENTAL REDUCTION IN FORCE PROTECTION

This Letter of Agreement is made between Alaska Airlines, Inc. ("Company") and the Flight Attendants in the service of Alaska Airlines, Inc., as represented by the Association of Flight Attendants-CWA, AFL-CIO ("Association").

WHEREAS, the Company is in the process of executing a merger with Virgin America, which requires a negotiated transition agreement and single Collective Bargaining Agreement (CBA) with the Association; and

WHEREAS, the Company and the Association have negotiated a 2018-2021 Joint Collective Bargaining Agreement (JCBA) during the Virgin America and Alaska Airlines merger negotiations; and

NOW, THEREFORE, the parties agree that upon ratification of the AFA Alaska Airlines-Virgin America Merger Agreement, this Letter of Agreement will be incorporated into the 2018-2021 AFA Alaska Airlines Joint Collective Bargaining Agreement (JCBA), and the following provisions will be in full force and effect:

- <u>1. The Company agrees to not furlough any "legacy" Alaska Airlines or "legacy" Virgin America Flight</u> <u>Attendant through December 31, 2019.</u>
- 2. Alaska Airlines shall be excused from compliance with the furlough protection language above for the period of time that a circumstance beyond the Company's control causes such non-compliance.
- 3. "Circumstance beyond the Company's control" is defined as a circumstance that causes the Company to significantly reduce or cancel service and may include a governmental agency requirement, an Act of God, an act of terrorism, a national emergency, revocations of the Company's operating certificate, grounding of a substantial number of the Company's aircraft, any work disruption or stoppage that prevents the Company from operating its planned schedule, reduction in flying operations because of the unavailability of an adequate fuel supply, or military action.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 9th day of February 2018.

# by and between

ALASKA AIRLINES, INC.

# and the

# ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

# VIRGIN AMERICA "RED-CIRCLED" PAY RATES

This Letter of Agreement is made between Alaska Airlines, Inc. ("Company") and the Flight Attendants in the service of Alaska Airlines, Inc., as represented by the Association of Flight Attendants-CWA, AFL-CIO ("Association").

WHEREAS, the Company is in the process of executing a merger with Virgin America, which requires a negotiated transition agreement and single Collective Bargaining Agreement (CBA) with the Association; and

WHEREAS, the Company and the Association have negotiated a 2018-2021 Joint Collective Bargaining Agreement (JCBA) during the Virgin America and Alaska Airlines merger negotiations; and

WHEREAS, the practice at Virgin America (VX) is to give longevity credit to employees who transferred into the Flight Attendant job classification for the purpose of establishing pay rates, and that is not the practice at Alaska Airlines (AS);

NOW, THEREFORE, the parties agree that upon ratification of the AFA Alaska Airlines-Virgin America Merger Agreement, this Letter of Agreement will be incorporated into the 2018-2021 AFA Alaska Airlines Joint Collective Bargaining Agreement (JCBA), and the following provisions will be in full force and effect:

- Effective the last day of the bid month in which ratification of the JCBA occurs, Legacy Virgin America ("Alaska Airbus") Flight Attendants whose Company Seniority is greater than their VX Occupational Seniority (i.e. date of hire with the Company is prior to their date of hire as a Virgin America Flight Attendant) due to a transfer from another Company job classification will have their pay step "red-circled" at their pay step as determined by their Company Seniority. Such Flight Attendants will remain "red-circled" at that pay step, inclusive of any down-line increases, until their pay step as determined by their Occupational Seniority exceeds their "redcircled" pay step.
- 2. Once the Flight Attendant's pay step, as determined by her/his Occupational Seniority, exceeds her/his "redcircled" pay step, then s/he will advance to the appropriate pay step determined by her/his Occupational Seniority. Every anniversary thereafter, the Flight Attendant will advance to the next pay step as determined by Occupational Seniority and receive the appropriate down-line increase(s).

## Example:

A Legacy Virgin America Flight Attendant is originally hired 1/1/2012 as a Guest Services Teammate (GST) (equivalent to a Customer Service Agent at Alaska Airlines). S/he transfers to the Flight Attendant occupation on 1/1/2014. Therefore, the Flight Attendant's Company Seniority date is 1/1/2012 and her/his Occupational Seniority date is 1/1/2014.

Effective date of ratification in 2018, s/he will be "red-circled" at the 7-year pay step (AS "Year 7", which includes the 4.5% increase to the pay scale effective 1/1/2018). Such pay will be retroactive to 1/1/2018.

The Flight Attendant will stay at the "red-circled" Year 7 pay step and continue to receive the contractual down-line increases to that pay step of 1.5% on 12/17/2018, 1.5% on 12/17/2019 and 2.5% on 12/17/2020.

Effective 1/1/2021 s/he will advance to the 8-year pay step (AS Year 8) because the pay step determined by her/his Occupational Seniority will have exceeded her "red-circled" pay step. Every January 1 thereafter, s/he will advance to the next pay step as appropriate.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 9<sup>th</sup> day of February 2018.



# AFA GRIEVANCE NO. 36-99-02-18-11 WITHHOLDING OPEN TIME AWARD

After careful consideration of all oral and written arguments and evidence, and for the reasons set forth in the foregoing Opinion, it is awarded that:

- 1. Alaska Airlines did violate <u>Section 12.A. [Unlimited Trading]</u> of the Collective Bargaining Agreement by the manner in which it withheld sequences from Open Time on May 18, 2011 and June 18, 2011.
- 2. The Collective Bargaining Agreement does not preclude the Company from temporarily removing sequences from Group 1 when the volume of downtrading exceeds twice the starting amount of TFP in each domicile's Open Time, but doing so in a manner that reduced available trading opportunities below the 25% starting threshold of TFPs did violate the contractual intent of <u>Section 12.A. [Unlimited Trading]</u>.
- 3. As an appropriate remedy for the foregoing violation, the Company is directed to comply with the following conditions during the initial 24 hours of future Open Time Trading:
  - a. Refrain from transferring Open Time sequences from Group 1 to Group 3 unless the amount of accumulating TFP in Group 1 more than doubles the starting amount;
  - b. If Flight Attendant trading causes the available Group 1 TFP to fall below the starting 25% threshold at a time when sequences are still being retained in Group 3, then those Group 3 sequences should be returned to Group 1 in the order in which they were removed ("first out/first back in") and to the extent necessary to raise the available TFP in Group 1 to at least 25%. If there are insufficient Group 3 TFP to achieve that percentage, the Company will satisfy this requirement by restoring whatever removed sequences remain in Group 3.
  - c. Once the initial 24 hour trading period ends, all removed sequences that remain in Group 3 must be returned to Group 1 and available for trading.
- 4. For purposes of establishing necessary internal processes, the Company is granted a week after issuance of this Opinion and Award to comply with its specified remedy.
- 5. Pursuant to the parties' agreement, the Board reserves jurisdiction to resolve any disputes regarding compliance with this Opinion and Award.

(Contact the Association for the complete award.)



"A" Pav/Compensation ...... [§21.G.] <u>A" Position ...... [§7.C.] [§7.F.2.] [§10.0.] [§10.AA.1.a.]</u> 118.2 TFP ..... [§8.P.] [§27.P.1.a.] 14 CFR Part 121, Revenue Generating Flights ...... [§3.D.] 14 CFR Part 91, Non-Revenue Generating Flights ...... [§3.E.] [§33.C.5.] 14 Hour Rule ..... [§8.G.] [§33.B.2] 15 Minute Debrief ...... [§8.D.] 24/7 ..... [§8. Addendum #13] 24/7, Reserve ..... [§11.D.8.b.] 240 TFP ...... [§14.A.4.] [§15.M.4.a.] [§21.D.6.] [§32.G.3.] [§32. Addendum #26] 240/480 TFP, Minimum Pay Rules (MPRs) ...... [§21.D.6.] 28/7 ..... [<u>§8.C.</u>] 3 Month Review ...... [§7.I.] 4 TFP Minimum ..... (See Duty Period Minimum) 401(k) Plan, Match ...... [§29.B.] 401(k) Plan, Vesting ...... [§29.C.] [§29.D.] 48/7 ..... [<u>§8.L.</u>] 48/7, Operationally Impacted ...... [§8.L.2.] 48/7, Waiver PBS ..... [§10.M.2.qq.] 480 TFP ...... [§13.D.6.] [§16.L.4.] [§21.D.6.] [§23.B.1. - B.4.] [§23.C.6.b.] [§23.C.7.a.] [§32.G.4.] [§32. Addendum #26] 8/24 (Eight Flights in Twenty-Four Hours) ...... [§8.B.] 960 TFP ..... [§14.A.5.] [§16.L.4.] A Pay/Compensation ..... [§21.G.] A Position ...... [§7.C.] [§7.F.2.] [§10.O.] [§10.AA.1.a.] Abuse of Sick Leave ...... [§32.H.] Acts of War ..... [§8.5] [§25.F.] Adjusting Debrief ..... [§8.D.3.] AFA (Association of Flight Attendants) ...... [Definition] AFA Pin, Official Union/Association Pin ..... [§27.X.] Air, Safety, Health and Security, Committee (ASHSC) ...... [§25.A.] Air, Safety, Health and Security, Information ...... [§25.D.] Air, Safety, Health and Security, Safety Meetings ...... [§25.C.] Air, Safety, Health and Security, Workplace Health and Safety ...... [§25.B.] [§25.G.] Aircraft Accident/Incident Leave of Absence ...... [§15.G.] Aircraft Accident/Serious Incident ...... [§15.G.] [§24.J.] [§25.E.] Airport Standby (APSB) ..... [§11.F.] Airport Standby, Assignment ...... [§11.F.] Airport Standby, Co-Terminals ...... [§11.F.2.] Airport Standby, Commuter ...... [§28.G.2.c.] Airport Standby, Compensation/Pay ...... [§11.F.11.] Airport Standby, Compensatory Rest ...... [§11.F.10] Airport Standby, Duty at 4:29 AM ...... [§11.F.13] Airport Standby, Duty Day ...... [§11.F.9.] Airport Standby, Duty Period ...... [§11.F.5.] Airport Standby, Maximum Assignments ...... [§11.F.14.] Airport Standby, Over Duty Rest ...... [§11.F.10.] Airport Standby, Per Diem ...... [§11.F.12] Airport Standby, Pre-Assignment ...... [§11.F.6.] Airport Standby, Pre-Boarding ...... [§11.F.8.] Airport Standby, Released From Duty ...... [§11.F.5.] [§11.F.7.] Airport Standby, Rest ...... [§11.F.10.] Airport Standby, Self-Assignment ...... [§11.F.15.] Airport Standby, Sequence Assignment ...... [§11.F.5.] Alaska Air Group (AAG) ...... [Definition] [LOA2] Alternate Assignment, Pre-Cancellation ...... [§10.S.2.]



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<u>LOA 1</u>	Boeing Purchase Order
<u>LOA 2</u>	Alaska Air Group
<u>LOA 3</u>	Job Protection
<u>LOA 4</u>	Retiree Health Insurance
<u>LOA 5</u>	Sick Family / Sick Child
<u>LOA 6</u>	Contract Implementation Schedule

- LOA 7 Supplemental Reduction in Force Protection
- LOA 8 Virgin America "Red Circle" Pay Rates
- <u>Grievance</u> "Withholding Open Time" Award (AFA Grievance No. 36-99-02-18-11)