



envoySM

Agreement Between

Envoy Air Inc.

and the

Flight Attendants

in its service
as represented by

*The Association of Flight Attendants-CWA,
AFL-CIO*

April 01, 2021 – March 31, 2026



Guidance for the Reader

This Collective Bargaining Agreement (CBA) between Envoy Air Inc. and the Association of Flight Attendants - CWA, AFL-CIO is a document that has been amended, as necessary for clarification, for updating as a result of grievance settlements, and for the addition of Side Letters, etc.

In order for the reader to identify new content and its effectivity, the following styles of text have been applied:

1. Normal font (This represents contract language from previous CBAs, prior to 2021.)
2. Underlined (This represents new contract language from the 2021 Negotiations.)

NOTE

Only the underlined language is new to the Agreement.

For questions regarding this CBA, please contact your local AFA Union Representative by visiting the AFA Envoy website at: <http://afaeagle.com/>.



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SECTION 1: Recognition and Scope

- A. In accordance with Certification Number R-6387 made by the National Mediation Board, the Company recognizes the Association of Flight Attendants-Communications Workers of America, AFL-CIO, as the bargaining representative of the Flight Attendants employed by the Company for the purposes of the Railway Labor Act, as amended.
- B. The provisions of the Agreement shall be binding on any successors or assigns of the Company, unless and until changed in accordance with the provisions of the Railway Labor Act, as amended.
- C. Labor Protective Provisions**
1. In the event of a merger of the Company with another airline, which affects the seniority rights of Flight Attendants on the Company's Flight Attendant System Seniority List, provisions will be made for the integration of seniority lists in a fair and equitable manner. The integration of the seniority lists of the respective Flight Attendant groups shall be governed by the Association merger policy if both pre-transaction Flight Attendant groups are represented by the Association. If the other pre-transaction Flight Attendant group is not represented by the Association, then Sections 3 and 13 of the Allegheny-Mohawk LPPs shall apply. The Surviving Entity shall accept the integrated seniority list established through the Association merger policy or LPP proceedings.
 2. In the event of a merger or acquisition involving the Company, the Company will meet and confer with the Association concerning any matters that affect the Flight Attendants covered by this Agreement.
 3. The Company agrees that it will not accept or implement an integrated Flight Attendant System Seniority List unless it has been established pursuant to this Section.
- D. Scope**
1. No Flight Attendant will be furloughed or subject to involuntary domicile transfer as a direct and immediate result of any flying performed by management personnel.
 2. Except as otherwise provided in this Agreement, all revenue flying on the Company's aircraft (whether leased to or owned by the Company) or under the Company's operational control, including wet leases (aircraft and crew), and contracting for other carriers or entities (government, military or commercial to other carriers or entities), shall be performed by Flight Attendants on the Company's Seniority List.
 3. The Company shall not create or acquire an "alter ego" to avoid the terms and conditions of this Agreement.



E. New Equipment Type

1. Whenever a new equipment type which will be operated by the Company is placed into revenue service, the Company will notify the Union of the new equipment type and will meet and discuss the implementation and training for the new equipment, and whether any changes to the Agreement are necessary.
2. If all Flight Attendants in the system are not required to be trained, the Company will proffer training positions to current Flight Attendants sufficient to staff the new equipment at the affected base(s). Such positions will be awarded in seniority order. Any Flight Attendant transferring into the base(s) will be trained on the new equipment within three (3) months of her/his transfer provided that her/his seniority would be sufficient to hold the position. [old SL B]

F. Mergers and Acquisitions

1. Upon announcement of any transaction which is intended to result in the consolidation of the Company with another airline, that affects the seniority rights of Flight Attendants on the Seniority List, the parties will meet in a timely manner to discuss the appropriate steps to be taken consistent with this Agreement.
2. Upon announcement of a sale of the Company in a bona fide “arms length” transaction to an unrelated third party, the Company will use its best efforts to arrange for the Union to meet and confer with any such unrelated third party to discuss the appropriate steps to be taken consistent with this Agreement.

G. Remedies

1. Any and all disputes concerning alleged violation(s) of this Section shall be resolved by final and binding arbitration. The Company specifically agrees to arbitrate any grievance filed by the Association alleging violation of this Section on an expedited basis directly before the System Board of Adjustment sitting with a neutral member, as the arbitration forum. The dispute shall be heard expeditiously no later than sixty (60) days following the submission to the System Board, and the Company agrees to request that a decision be issued within sixty (60) days after the close of the hearing.



SECTION 2: Definitions

- A. "ACTUAL FLIGHT TIME" means the block-to-block time actually required to complete a specific leg.
- B. "AIRPORT RESERVE" means a Flight Attendant who is assigned to reserve duty at the airport including pre-boarding of aircraft.
- C. "AT HOME RESERVE" means a Flight Attendant who is assigned to reserve at home.
- D. "ASSIGNED NEW FLYING" means a pairing that has been changed due to the deletion of, modification of or the addition of flights to the original pairing, or replacement flying. This does not include extensions or junior manning assignments.
- E. "AUTOMATED PAIRING TRADING/OPTIONAL EXCHANGE" Pairing Trades and Optional Exchanges are processed in the Flight Attendant's personal mode in DECS or its replacement. Pairing Trade and Optional Exchange entries are listed in the Inflight Procedures Manual.
- F. "AVAILABLE" means any time period during which a Flight Attendant may be assigned.
- G. "AVRS" means Automated Voice Response System. It is the automated telephone system from which a Flight Attendant can access and input information.
- H. "BASE" means a geographical location designated by the Company where Flight Attendants are stationed. A Flight Attendant may not be stationed at more than one domicile.
- I. "BENEFITS ELIGIBILITY" the amount of paid credit hours a Flight Attendant must receive on an annual basis in order to be eligible for the following benefits: Health and Welfare Benefits, Vacation Accrual, Sick Leave Accrual and Uniform Allotment.
- J. "BIDLINE" means a line of time on the monthly schedule consisting of flying made available to Flight Attendants for bid, which conforms to the parameters set forth in Sections 7 and 8.
- K. "BLOCK TO BLOCK"/"BLOCK HOURS" is the time period between the "OUT" and "IN" times of the aircraft as reported by ACARS or Dispatch and recorded in FOS or its equivalent.
- L. "BRIDGE PAIRING" means a pairing built that does not transit the domicile at least once each calendar day that the pairing operates.



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- M. "CALENDAR DAY" means a twenty-four (24) consecutive hour period commencing at 0001 and ending at 2400 hours local time.
- N. "CALL-OUT" means the minimum amount of time a Flight Attendant must be allowed in order to report for a duty period.
- O. "CARRY-IN / CARRY-OUT" means the portion of a pairing that crosses contractual months.
- P. "CHECK-IN TIME" or "REPORT TIME" means the time that a Flight Attendant is required to report for a duty period as set forth in this Agreement.
- Q. "CHECK-OUT TIME" or "RELEASE TIME" means the time that a Flight Attendant is released from duty as set forth in this Agreement, which normally will be fifteen minutes (:15) after block-in of a flight or thirty minutes (:30) after block-in of a flight where Customs clearance is required.
- R. "CO-DOMICILE" means two (2) or more airports serving the same metropolitan area.
- S. "COMPANY" means Envoy Air Inc.
- T. "CONTINUOUS DUTY OVERNIGHT" or "STAND-UP" means a scheduled duty period which begins in one calendar day and ends in the next calendar day as set forth in Section 7 of the Agreement.
- U. "CONTRACTUAL MONTH" or "BID MONTH" or "BID PERIOD" means the period from the first day of, to and including the last day of each calendar month of the year. For Flight Attendant scheduling and pay purposes January, February and March will each be a thirty (30) day month by adding January 31st and March 1st to the month of February. Leap year will make February a thirty-one (31) day month.
- The Company may, at its option for a given year, declare that up to any other four (4) months containing thirty-one (31) calendar days be deemed thirty (30) day contractual months by taking the first or last day of each such month and adding it to each or all the thirty (30) calendar day months.
- V. "CRITICAL COVERAGE DAYS" means those days that have been declared by the Company as having known staffing shortages.
- W. "CRITICAL INCIDENT" means any accident resulting in serious injury, any hijacking incident, any actual evacuation of an aircraft, physical assault of a Flight Attendant, aircraft decompression during flight or any catastrophic event in which a Flight Attendant is involved during the course of her/his duty with the Company.



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- X. "DAY OFF" means a period of time between the hours of 0001 and 2400 based on local time at a Flight Attendant's domicile, when a Flight Attendant shall be free of all duty with the Company. However, for purposes of Section 7 of this Agreement, when a pairing ends before 0200, it shall be considered to have ended before 0001.
- Y. "DEADHEADING" means Company authorized travel on a flight or surface transportation to or from any station for the purpose of covering or returning from an assignment. A Flight Attendant engaged in deadheading at Company direction shall be deemed to be on duty. A Flight Attendant may deadhead in or out of uniform. The circumstances under which a Flight Attendant shall receive pay for deadheading are set forth in Section 4 of this Agreement.
- Z. "DOMESTIC PARTNER" A Domestic Partner (DP) is a same gender partner of an employee or retiree residing in the same permanent residence living in a spouse-like relationship for at least six (6) consecutive months. The employee and his or her same gender partner are at least 18 years of age, and are not legally married or the common-law spouse or DP of any other person.
- AA. "DOMICILE" means a geographical location designated by the Company where Flight Attendants are stationed. A Flight Attendant may not be stationed at more than one domicile.
- BB. "DUTY TIME"/"DUTY PERIOD" means the period of time from check-in to check-out, including ferry flights, deadhead flights, airport reserve, and training as set forth in this Agreement.
- CC. "EL FONDO" (Fondo Del Seguro Del Estado) means the current agency, or its successor, that administers workers compensation benefits for Puerto Rico-domiciled Flight Attendants.
- DD. "EXTENSION" means an involuntary additional flight assignment, including a deadhead which is added to the end of a Flight Attendant's original pairing.
- EE. "FERRY FLIGHT" means a non-revenue flight to position an aircraft.
- FF. "FLIGHT ATTENDANT" means an employee holding a regular, relief or reserve line whose primary responsibility includes performing, or assisting in the performance of all cabin services, attending to passenger safety and comfort, and for preparation and completion of reports as required by the Company and the law, who has completed training as prescribed by the Company and the Federal Aviation Administration (FAA), and who is qualified and/or certified as a Flight Attendant.



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- GG. "FLIGHT OPERATING SYSTEM (FOS) LOCKOUT" means a period of time during the bidding window in which the last six (6) days of the current bid month may not be impacted by scheduling transactions such as pairing trades, optional exchanges, etc.
- HH. "FURLOUGH" means the removal of a Flight Attendant from active duty as a Flight Attendant due to a reduction in force or the period of time during which such Flight Attendant is not in the active employ of the Company as a Flight Attendant due to such reduction in force.
- II. "GEOGRAPHIC EMERGENCY" means a period in which the Company has declared the need to relocate aircraft due to potential damage.
- JJ. "GOLDEN DAYS" means a set of three (3) days off in domicile for Reserve Flight Attendants that cannot be removed or changed by the Company or on which a Flight Attendant cannot be otherwise made available for duty by the Company. A Flight Attendant may choose to "undesignate" a Golden Day and such day shall lose its "Golden Day" designation.
- KK. "HIBOARD" is a computerized trade and optional exchange bulletin board designed to simplify the process of posting pairings for trading purposes. "HIBOARD" does not verify legalities and does not process the actual trade entries.
- LL. "HIPOST" An automated system that allows a Flight Attendant wishing to drop a pairing to post it and make it available for other Flight Attendants to pick up.
- MM. "INTERNATIONAL OVERNIGHT" means an overnight in an International city, excluding cities in Mexico, Canada, the Bahamas, and the United States Virgin Islands.
- NN. "JET-BRIDGE TRANSACTION" means a trade between Flight Attendants that is requested prior to departure with adequate time to process.
- OO. "JUNIOR MANNING" is the means by which the Company may fill uncovered flying, either voluntarily or involuntarily, in accordance with the schedule set forth in Section 8.N.
- PP. "JPBSC" means the Joint Preferential Bidding System Committee which shall be a joint Company/Association Committee composed of a minimum of two (2) members from the Company and a minimum of two (2) members from the Association. The Committee shall maintain oversight of all significant matters regarding implementation and continuing operation of PBS as well as any future enhancements or changes.



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- QQ. "LINE VALUE" means the scheduled flight hours awarded on a Flight Attendant's monthly bid award (including CDO lines) or the monthly guarantee of seventy-five "75" (75:00) for full time line Flight Attendants (whichever greater) or thirty-seven and one-half hours (37:30) for Flight Attendants holding a reduced guarantee line.
- RR. "LINEHOLDER" means a Flight Attendant who bids and is awarded a bid line containing scheduled pairings during a contractual month.
- SS. "MAKEUP" means time flown in order to make up for time lost for unpaid removals.
- TT. "MONTHLY PRE-BIDDING SYSTEM" Website that allows Flight Attendants to pre-bid and be awarded specific options not available in regular PBS. This pre-bidding process takes place prior to regular PBS bidding.
- UU. "MOVE DAY(S)" / "MOVING DAY(S)" means a duty free period(s) awarded to a Flight Attendant in order to relocate to another domicile.
- VV. "OPEN TIME" means flying not awarded or assigned to a specific Flight Attendant.
- WW. "OPTIONAL EXCHANGE" ("OE") means a one-way trade by which a Flight Attendant accepts flying of another Flight Attendant.
- XX. "OVERNIGHT" means a period of time during which a Flight Attendant is relieved from duty during a pairing either in or away from her/his domicile.
- YY. "PAIRING" means a series of legs (flying, ferrying and/or deadheading) involving one or more on-duty periods which depart from and return to the Flight Attendant's domicile.
- ZZ. "PAPER BID" means a bid award for a contractual bid month for pay purposes only (i.e. not actually given a line) but the Flight Attendant is not obligated to fly, except in extreme circumstances. In the PBS system, this is referred to as "Shadow Bidding."
- AAA. "PERMANENT VACANCY" means a vacancy for a position in a domicile that is expected to exist for more than thirty (30) days.
- BBB. "POSITIVE CONTACT" means an interactive communication made either in person or via phone conversation (not phone message left) by a Crew Scheduler or a member of management. Positive contact may also be achieved via a Flight Attendant's Company e-mail ([HI6](#)) through a message sent. However, a Flight Attendant will not be accountable for notifications of scheduling changes to her/his current pairing or for future extensions/junior manning assignments which are sent after the appropriate check out time as defined in paragraph 2.Q., or after she/he has completed the daily e-mail check requirement.
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- CCC. "PRE-BOARDING" means a qualified Flight Attendant boarding the passengers for another Flight Attendant who will work the flight.
- DDD. "PREFERENTIAL BIDDING SYSTEM" (PBS) means an automated system used to build and award Flight Attendants' monthly schedules.
- EEE. "PROTEST WINDOW" means either the period after the pre-bid window closes during which a Flight Attendant may protest her/his pre-bid award and/or the period after bid closing during which a Flight Attendant may protest her/his bid award.
- FFF. "REDUCED GUARANTEE LINE" means a regular line that is credited with no more than 45.5 hours (45:30) of flying and plotted to operate a portion of the month.
- GGG. "RESERVE" means a Flight Attendant who is awarded a Reserve line or assigned reserve duty in accordance with the provisions of this Agreement.
- HHH. "RESERVE AVAILABILITY PERIOD" (RAP) means a reserve on-call period as set forth in Section 9 of this Agreement.
- III. "RESERVE BLOCK LINES" (RBL) are constructed in groups of three (3) which will contain a block of days off commencing at either the beginning, middle or end of a bid month. Each line will contain consecutive blocks of reserve availability followed by a single day off and will be built and awarded in accordance with Sections 8.A. and 8.E.3.
- JJJ. "RESERVE LINE" means a line on the monthly schedule consisting of days of reserve availability and days off.
- KKK. "SCHEDULE" means a Flight Attendant's assignments throughout the bid period.
- LLL. "SCHEDULED" means any time assigned to a Flight Attendant, e.g. bid award, reserve assignment, trades/optional exchange, open time pick up, junior manning, extension, or assignment of new flying.
- MMM. "SENIORITY" The three (3) categories of Flight Attendant seniority are CLASSIFICATION (for pay purposes), COMPANY (for Company benefits), and OCCUPATIONAL (for bidding purposes). All references in this Agreement to seniority shall mean Occupational Seniority except where specific reference is made to Company and/or Classification Seniority.
- NNN. "SPECIAL ASSIGNMENT" means a temporary assignment within the In-Flight Service Department or duties related to In-Flight Services and/or duties of a Flight Attendant.



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- OOO. "TAFB" means time away from base. It commences at the time a Flight Attendant is scheduled to check in and continues until block-in of the last flight of a Flight Attendant's pairing plus debriefing time, which normally is fifteen minutes (:15), or thirty minutes (:30) if clearing Customs.
- PPP. "TEMPORARY DUTY ASSIGNMENT" (TDY) means assigning a Flight Attendant to another base for a full month's temporary duty. The temporary duty line may be a regular line, reserve line or relief line.
- QQQ. "TRANSITION PERIOD" means the four (4) day period normally in the beginning of the contractual month but which may be expanded at Flight Attendant's option up to three days into the preceding contractual month for schedule adjustments required to solve conflicts between bid awards as referenced in Section 8.P of this Agreement.
- RRR. "TRANSPORTATION EMERGENCY" For purposes of the Commuter Policy (Section 31), a Transportation Emergency must be declared by the Company. For purposes of Personal Emergency Days (10.O.), a Transportation Emergency shall be considered declared if it is declared by the Company or any state/city/county entity.
- SSS. "UNAVAILABLE FOR FLIGHT DUTY" means the period of time a Flight Attendant is not available for flight duty with the Company. Examples of when a Flight Attendant is unavailable for flight duty include the time when a Flight Attendant is on furlough, withheld from service, sick leave, leave of absence, vacation, bereavement leave, family leave, jury duty leave, time off without pay, military leave, maternity leave and Union business leave.
- TTT. "UNION" or "ASSOCIATION" means the Association of Flight Attendants-CWA, AFL-CIO.
- UUU. "VALUE OF THE DAY" (VOD) means the value of a day for pay purposes when a Flight Attendant is removed from duty, and there is no flying assignment or has a Reserve obligation on that day. Value of the day is 3:45.



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SECTION 3: Management Rights

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



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SECTION 4: Compensation

A. Pay Rates

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

Years of Service	<u>4/1/21</u>	<u>4/1/22</u>	<u>4/1/23</u>	<u>4/1/24</u>	<u>4/1/25</u>
0-1 Year	\$19.50	\$19.89	\$20.34	\$20.85	\$21.47
1-2 Years	\$22.75	\$23.21	\$23.73	\$24.32	\$25.05
2-3 Years	\$24.25	\$24.74	\$25.29	\$25.92	\$26.70
3-4 Years	\$25.50	\$26.01	\$26.60	\$27.26	\$28.08
4-5 Years	\$27.00	\$27.54	\$28.16	\$28.86	\$29.73
5-6 Years	\$28.50	\$29.07	\$29.72	\$30.47	\$31.38
6-7 Years	\$30.00	\$30.60	\$31.29	\$32.07	\$33.03
7-8 Years	\$31.50	\$32.13	\$32.85	\$33.67	\$34.68
8-9 Years	\$32.75	\$33.41	\$34.16	\$35.01	\$36.06
9-10 Years	\$34.00	\$34.68	\$35.46	\$36.35	\$37.44
10-11 Years	\$35.00	\$35.70	\$36.50	\$37.42	\$38.54
11-12 Years	\$35.75	\$36.47	\$37.29	\$38.22	\$39.36
12-13 Years	\$36.50	\$37.23	\$38.07	\$39.02	\$40.19
<u>13-14 Years</u>	\$37.25	\$37.98	\$38.82	\$39.77	\$40.94
<u>14-15 Years</u>	\$38.00	\$38.73	\$39.57	\$40.52	\$41.69
<u>15-16 Years</u>	\$38.75	\$39.48	\$40.32	\$41.27	\$42.44
<u>16 + Years</u>	\$40.00	\$40.73	\$41.57	\$42.52	\$44.00

2. All Flight Attendants will be placed on the pay scale set forth in paragraph A.1. above, based on each Flight Attendant's actual date of hire (or adjusted date of hire because of unpaid leaves of absences, etc.).



B. Minimum Monthly Pay Guarantee

1. A Flight Attendant who is available for duty for a full month will be paid flight pay at the applicable hourly rate for seventy-five (75) hours. In the event a Flight Attendant is unavailable for a portion of the month, her/his guarantee for that month will be prorated. A Flight Attendant will be paid on the following bi-monthly schedule:
 - a. For the 15th of the month, paid one half (1/2) of the guarantee (37.50 hours) for the second half of the month prior.
 - b. Last day of the calendar month: paid one half (1/2) of the guarantee (37.50 hours) for the first half of the current month.

Example: On August 15th, a Flight Attendant is paid 37.50 hours which represents compensation for half (1/2) of the monthly guarantee for the time period of July 16th through July 31st. On August 31st, a Flight Attendant is paid 37.50 hours which represents compensation for half (1/2) of the monthly guarantee for the time period of August 1st - 15th. The Flight Attendant picked up and was awarded ten (10) hours of open time in the month of July. Those ten (10) hours will be included on the August 31st paycheck, which is the adjustment check.

C. Cancellation Credit/Adjusted Guarantee

1. A Flight Attendant who is available for a full month and is awarded a regular or relief line of flying will be guaranteed ninety-six percent (96%) of the scheduled credit hours plotted during the PBS build for that bid month. Such scheduled credit hours will include time carried in from the previous bid month.
 - a. Plus:
 - i. Any time added due to assignment of new flying
 - ii. Any junior manning (JM) / Extension (EX-JP) assignment
 - b. Deducting:
 - i. A trade of less flight time value than the Flight Attendant's original
 - ii. Any pairing drops or portions thereof
 - iii. Any pairing(s) missed due to illness or non-occupational injury where the Flight Attendant has no accrued paid sick time available
 - iv. Any missed assignments
2. Application of Cancellation Credit

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

 - a. The minimum monthly guarantee, or



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

D. Domicile Report

1. A Flight Attendant who reports for duty which begins at such Flight Attendant's domicile and who performs no flying or does no deadheading shall be credited one (1) hour of applicable flight pay.
2. A Flight Attendant who is assigned new flying under the provisions of Section 8 will be paid for the rescheduled flying performed.
3. A Flight Attendant who is required to remain available at the domicile airport for additional flying assignment within two (2) hours and who does no flying will be credited with the time elapsed prior to release.

E. Deadheading Pay

1. A Flight Attendant who deadheads to or from any station at Company direction for the purpose of covering an assignment will be credited for such deadheading at thirty minutes (:30) for each one (1) hour of such deadhead time on the basis of the scheduled flight leg(s) at the Flight Attendant's applicable Pay Rate.
2. A Flight Attendant who travels by ground transportation to or from any station at Company direction for the purpose of covering an assignment will be credited for such deadheading at thirty minutes (:30) for each one (1) hour of deadhead time on the basis of the scheduled flight time between the points traveled at such Flight Attendant's applicable Pay Rate.
3. A Flight Attendant will not be required to deadhead/position on a "maintenance ferry" flight.

F. Pay for Open Time

1. A Flight Attendant, who bids for and is awarded a pairing not scheduled on her/his final bid award, excluding schedule changes and junior manning/extension assignments, will receive pay and credit above guarantee for such time awarded.
2. A Flight Attendant scheduled for vacation may bid for and fly open time. In addition to vacation pay, such Flight Attendant will receive pay and credit above guarantee for all hours flown during the vacation period.
3. A Flight Attendant who is awarded a regular or relief line will be guaranteed one hundred percent (100%) of the scheduled flight hours awarded as open time.
4. A Reserve Flight Attendant may bid for and fly open time. Such Reserve Flight Attendant will receive pay and credit above guarantee as outlined in Section F.1. above.



G. Ferry Pay

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

H. Initial Operating Experience (IOE)

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

I. Special Assignment Pay

A Flight Attendant removed from a pairing(s) or reserve assignment for a special assignment shall receive pay and credit toward her /his guarantee for the scheduled pairing(s) plus per diem for the period of assignment. If the special assignment is worked on a scheduled day off, the Flight Attendant will receive pay and credit above her/his guarantee for three hours and forty-five minutes (3:45), plus per diem, for the period of the assignment. Acceptance of Special Assignments are voluntary. [Monthly Special Assignment, See Sideletter CCC.]

J. Drug and Alcohol Testing

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

K. Flexible Hiring Rates

1. In the event the Company, in its sole discretion, determines that the starting Pay Step (Step 0-1) as specified in this Agreement is not sufficiently competitive to attract and retain qualified Flight Attendant candidates, the Company may hire applicants at a Pay Step (Steps 1-2 through 12-13) higher than the starting rate specified in this Agreement. As market conditions change, the Company may, in its sole discretion, change its designated starting rate. Such designated starting rate may be higher or lower than the previously designated starting rate, however, such starting rate may not be lower than Step 0-1 or higher than Step 12-13.
2. Should the Company raise the starting Pay Step as specified in subparagraph 1 above, Flight Attendants who are receiving less than the new designated starting Pay Step will have their Pay Step concurrently increased to the new designated starting Pay Step.
3. A Flight Attendant whose Pay Step is increased in accordance with subparagraphs 1 or 2 above, will progress to the next higher Pay Step of the pay scale on the date such Flight Attendant's length of service catches up with her/his adjusted Pay Step. This is the same date the Flight Attendant would have progressed to that higher Pay Step had the



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

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

L. Pay Day

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

M. Repaying an Overpayment

1. The Repayment Plan (hereinafter also the "Plan") worked out on an individual basis between the Flight Attendant and the payroll department will be negotiated between the individual Flight Attendant and her/his Flight Service Manager.
2. Once notified by the Flight Service Manager that the Flight Attendant has been overpaid and repayment of monies is due, the Flight Attendant must contact and negotiate a Plan with a Flight Service Manager within two pay periods following the receipt of notification. If the Flight Attendant and the Flight Service Manager are not able to successfully negotiate a Plan within the stated time period, details of the Plan will default to those contained in this Agreement (\$25.00 minimum amount per pay period; Plan not to exceed two (2) years in duration).



3. The Plan will contain a minimum payment of the lesser of twenty-five dollars (\$25.00) per pay period or the remaining balance due.
4. The duration of the Plan may not exceed two (2) years. It is understood that as closely as feasible, each payment pursuant to such a plan will be of an amount equal to all other payments under the Plan. For example, a two-year Plan of an overpayment of \$2,000.00 would be repaid in forty-seven (47) equal \$41.67 installments plus a final installment of \$41.51.
5. Payments made pursuant to such a Plan will be by payroll deduction. The Flight Attendant will execute such forms as are necessary to execute the Plan. If a Flight Attendant goes into an "unpaid" status for any reason, the repayment obligation will cease until such time as the Flight Attendant returns to a "paid" status and her/his first paycheck is cut.
6. Once negotiated, the Flight Service Manager will be responsible for forwarding the individual Flight Attendant's Plan to the Company's payroll department.
7. If a Flight Attendant is on an unpaid status anticipated to last an entire bid period, she/he will be removed from payroll until three (3) days prior to the issuance of the mid-month (15th) paycheck. It is understood that this will be done for the sole purpose of reducing the possibility of an overpayment to that Flight Attendant.
8. It is understood that the Company agrees to continue giving consideration to the amount of overpayment and the Flight Attendant's ability to repay.
9. It is understood that time voluntarily dropped or deducted from a Flight Attendant's schedule shall not constitute an overpayment nor shall such Flight Attendant be eligible for the repayment provisions in paragraphs M.1. - M.8. above.

N. Holidays

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



SECTION 5: Expenses

A. Per Diem

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

EFFECTIVE	HOURLY PER DIEM
1/1/2020	\$1.95
<u>1/1/2024</u>	<u>\$2.00</u>
<u>1/1/2025</u>	<u>\$2.05</u>

2. Per diem expenses will be paid from the time (prorated to nearest minute) the Flight Attendant checks in one hour (1:00) before scheduled domicile departure until fifteen minutes (:15) after block-in at her/his domicile (thirty minutes (:30) if required to clear Customs). If a Flight Attendant is on temporary assignment at a different domicile other than her/his own, then per diem expenses will start at flight departure to the different domicile and end at flight arrival back at her/his domicile. A Flight Attendant on Airport Reserve will receive per diem for all time spent on duty. If the Airport Reserve Flight Attendant receives a flight assignment, she/he will also receive per diem for the time spent away from domicile.
3. Flight Attendants assigned to an International Overnight as defined in Section 2, Definitions, or an International Continuous Duty Overnight (ICDO) will receive additional per diem as specified in Section 30 - International Flying.
4. Per Diem for Special Assignment
Per diem shall be calculated as the greater of 1) the amount she/he would have earned in conjunction with any pairing(s) from which removed in order to perform the Special Assignment; or 2) one hour of per diem for each hour, prorated, spent at work for the duration of the Special Assignment.



B. Parking

1. At domiciles where free parking is not available, the Company will pay the cost of parking for Flight Attendants. For Flight Attendants who elect to park at airports other than their domicile airport, the Company will reimburse parking fees equal to the fees charged for domicile parking, subject to local airport authority and governmental limitations. The Company will not be responsible for any administrative cost or procedures other than at the domicile.

In case of a Co-Domicile as specified in Section 29 - Co-Domiciles, the highest maximum daily rate of the airports included will be the maximum amount reimbursable to the Flight Attendant. All reimbursements of parking expenses will require receipts. In lieu of parking provided, the Company will reimburse the Flight Attendant for using public transportation to and from work upon submission of receipts up to an amount equal to the highest amount the Company pays for parking at the Flight Attendant's domicile. In addition to public transportation, the Company considers Lyft, Uber, taxis and similar licensed car services eligible for reimbursement under this paragraph. Receipts must be submitted for reimbursement no later than six (6) months after the date the expense was incurred.

2. Those Flight Attendants who have the option of utilizing public transportation or what is commonly referred to as “park-and-ride” system in which they are able to park their vehicles at a location(s) away from the airport and to utilize public transportation to get to the airport shall be entitled to utilize such a system and to be reimbursed for the amount of fare and/or parking by the Company up to the limit of the normal Company-provided parking. All reimbursements of parking/ transportation will require receipts.
3. Any Flight Attendant who transferred out of a domicile following a displacement announcement, or who was displaced out of BOS, ORD, DFW, SJU, LAX, MIA or NYC and who continues to park a vehicle at BOS, ORD, DFW, SJU, MIA, LAX or NYC, will upon request, be reimbursed for the parking charge at the above airports, up to the full amount of an employee parking pass. Additionally, any Flight Attendant displaced who, while domiciled at DFW, BOS, ORD, SJU, LAX, MIA or NYC, parked a car and continues to park a car at another airport and was fully reimbursed while domiciled at BOS, ORD, DFW, SJU, LAX, MIA, LGA or JFK, will continue to be fully reimbursed. [SL KK]



SECTION 6: Moving Expenses

- A. A Flight Attendant will be eligible for Company-paid moving expenses in the following situations:
1. If she/he is involuntarily or voluntarily displaced to another base from her/his present base.
 2. If she/he is recalled to a base other than the one from which involuntarily or voluntarily furloughed and has exhausted her/his option to bypass recall.
- B. The Flight Attendant will pay moving expenses when:
1. A Flight Attendant moves to a domicile incident to initial employment.
 2. A Flight Attendant is awarded a bid to a domicile (i.e., voluntary move).
 3. A Flight Attendant is recalled from furlough and has not exhausted her/his option to bypass recall.
- C. When the Company is required to pay moving expenses, receipts from the moving expenses must be submitted within forty-five (45) days after incurring the expenses.
- D. A Flight Attendant eligible for Company-paid moving expenses will be reimbursed reasonable expenses incurred in moving, for packing and moving, up to a maximum of one thousand five hundred dollars (\$1500.00) for any move within a radius of five hundred (500) statute miles or a maximum of two thousand dollars (\$2000.00) for any move outside a radius of the specified five hundred (500) miles. The Company will designate or approve the moving company, provided such is a common carrier that is licensed and insured to move household goods.
- E. A Flight Attendant eligible for moving expenses in accordance with Section 6.A. above will be eligible for one of the following:
1. Reimbursement for expenses for driving two (2) personally owned automobiles from her/his old domicile to her/his new domicile at the maximum IRS allowable rate per mile based on the most direct AAA mileage; or
 2. A Flight Attendant who is displaced to a domicile that requires a move over water (i.e. to or from SJU) will be entitled to have one (1) vehicle shipped to her/his new domicile at Company expenses, excluding taxes and licenses.
 3. A Flight Attendant who is eligible for Company-paid moving expenses will remain eligible for such expenses for one (1) year from the triggering event as described in A. above.



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- a. The move for which expense reimbursement is claimed need not be the first move undertaken subsequent to the triggering event so long as it occurs within the one (1) year period.

EXAMPLE 1: Flight Attendant Ramos is displaced from MIA to DFW effective 15 January, 2012 and commutes to work. On 18 October 2012, Ramos voluntarily transfers to JFK and decides to relocate to JFK. He is eligible for Company-paid moving expenses to JFK.

- b. If, subsequent to the event triggering expense reimbursement eligibility, another triggering event transpires, the Flight Attendant will be eligible for reimbursement for an additional move. She/he will be eligible for one additional move for each triggering event.

EXAMPLE 2: Flight Attendant Potter takes voluntary displacement from MIA to JFK on 20 July, 2012 and elects to move. The Company will pay for that move. On 10 August, 2012, Potter is displaced out of JFK to DFW. Potter elects to move to DFW and receives Company-paid moving expenses.

- F. A Flight Attendant who is eligible for Company-paid moving expenses in accordance with Section 6.A. above will be eligible to receive two (2) nights lodging at a Company-provided hotel and three (3) days of per diem at the applicable rate for either the purpose of moving, seeking permanent lodging at a new domicile or effecting the actual move or automobile relocation.

G. Moving Days

1. A Flight Attendant who is eligible for moving expenses in accordance with Section 6.A. above may request, at the time of the monthly bid, up to five (5) consecutive days off for the purpose of driving to the new domicile and/or actually moving to the new domicile. Requests made prior to the bid closing for the affected month will be awarded in the final bid. Requests made after the bid closing for the affected month shall be mutually agreed upon by the Flight Attendant and the Company. Any pairings that are required to be dropped for this purpose shall be unpaid. The days in this Paragraph are in addition to the days provided for qualifying moves in accordance with Section 15.A.4. of this Agreement.
2. A Flight Attendant who is not eligible for moving expenses in accordance with this Section may be entitled to scheduled days off in accordance with Section 15.A.4. of this Agreement.



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- H. The Company will be responsible for reimbursement of eligible expenses under this Section that are incurred up to and including twelve (12) months after the Flight Attendant reports to a new domicile.
 - I. A Flight Attendant who is eligible for Company-paid moving expenses may elect to have the move paid from a location other than the domicile from which she/he is being transferred to any location within eighty (80) miles of the new domicile; provided that at the time of the move, the Flight Attendant resides more than eighty (80) miles from the new domicile airport. However, the Company 's responsibility will not exceed the cost of moving the Flight Attendant from the domicile from which she/he is transferred to her/his new domicile.
 - J. When the Company is required to pay moving expenses, nothing in this Section is intended to prevent the Company and Flight Attendant from agreeing to an amount to be paid to the Flight Attendant in lieu of the moving expenses provided for herein, provided that the agreement is subject to prior written approval by the Union.
 - K. Flight Attendants making a Company-paid move will be permitted, upon application, to draw an interest-free advance not to exceed \$750.00 to be repaid at a rate of \$50.00 per pay period, beginning with the next pay period. Such advance shall be requested and will be made prior to the move.
 - L. For qualifying moves in accordance with Section 6.A. above, the Company will provide, upon request, documentation to assist the Flight Attendant in terminating a lease. In the event that the efforts of the Flight Attendant are not successful, the Company will pay a broken lease penalty, if incurred, not to exceed the lesser of one (1) month's rent or \$500.00. In order to be eligible for this provision, the affected Flight Attendant must provide the Company with accurate contact information for the leasing agent or landlord.



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SECTION 7: Hours of Service

A. Monthly Maximum

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

B. Duty Periods

1. A Flight Attendant's duty period, at her/his domicile, shall begin one hour (1:00) prior to scheduled block-out time (check-in) and end fifteen minutes (:15) after actual block-in of her/his last segment or when the Flight Attendant is actually released, whichever is later (check-out).
2. A Flight Attendant's duty period, other than at her/his domicile, shall begin forty-five minutes (:45) prior to scheduled block-out time and shall end fifteen minutes (:15) after actual block-in time of her/his last segment, or when the Flight Attendant is actually released, whichever is later.



3. If a Flight Attendant's first leg of her/his duty period is a deadhead, other than at her/his domicile, report time shall be thirty minutes (:30) prior to scheduled block-out time.
4. At a layover station, a report time may not be reduced to less than twenty minutes (:20) prior to scheduled departure.
5. In the event that a Flight Attendant is required to clear Customs after the last leg of a pairing, release time shall be thirty minutes (:30) after actual block-in time or when the Flight Attendant is actually released, whichever is later (check-out).

C. Scheduled on Duty

1. A Flight Attendant shall not be scheduled to be on-duty more than fourteen (14) hours per duty period. A Flight Attendant may not be assigned new flying or required to remain on duty in excess of sixteen (16) hours, including continuous duty overnights.
2. A Flight Attendant will receive one (1) calendar day free from duty in her/his domicile in any seven-day period. However, a Flight Attendant at her/his discretion, may elect a 24-hour break from duty in any seven-day period to accommodate her/his request(s) for pairing trades, optional exchanges and/or pick-ups of open time. However, if a Flight Attendant adjusts her/his schedule (OT pick up, pairing trade, etc.) for the end of the current month before the final bid awards are made for the following month and such schedule adjustment puts her/him into a one in seven conflict after bids are awarded, the Flight Attendant shall not be considered to have waived the calendar day off. One (1) day of flying shall be removed in order to accommodate the Flight Attendant's right to one (1) day free from duty in any seven-day period.
 - a. The Company may remove any Flight Attendant who has not had twenty-four (24) consecutive hours free from duty in any seven (7) day period by removing her/him from any flights that are scheduled or expected to operate past 1944 Local Time on the sixth (6th) day.
 - b. The removals in paragraph 2.a. above will be done with 100% pay protection and the Flight Attendant will receive full per diem as if she/he had operated the flight. Such removals will be done with the "SP" removal code.
 - c. Any Flight Attendant removed from an overnight trip due to the "SP" removal code will receive, upon request, a Company-provided hotel room(s) for the night(s) of the removed flying. [SL-GGG]



3. A flight originating in one calendar day and extending into the next calendar day will be considered to have terminated in the first calendar day, if it terminates no later than 0200 hours local time on the second day.
4. In the event that a Flight Attendant's pairing is split at her/his domicile after the final bid award causing the Flight Attendant to overnigh in the Flight Attendant's domicile, the time away from base (TAFB) will be continued for the duration of the overnight and the Flight Attendant will continue to receive per diem for the duration of the overnight. If the Company implements appropriate technology, Flight Attendants will be required to check-in for the remainder of her/his pairing after an in-domicile overnight.

D. Days Off

1. A regular or Reserve Flight Attendant who is available for duty for a full month will be guaranteed a minimum of eleven (11) days off at her/his domicile each month.
2. The PBS will construct lines of time with duty days grouped together, and days off grouped together in which there are at least two (2) periods of two (2) days free from duty. In addition, the "default" construction for the lines of Reserve Flight Attendants will be at least one (1) period of four (4) consecutive days off, and at least one (1) period of three (3) Golden Days. Such default parameters may be waived by the Flight Attendant. The set of three (3) Golden Days off will be placed consecutively on a Reserve's line in any block of three (3) or more days off. Golden Day placement will always start with the first day of a block of days off. When more than one (1) block of three (3) or more days off exist in the bid month, such Golden Days will be placed on the set of days off which were given the highest priority within the Flight Attendant's submitted bid. Such Golden Days off cannot be changed or removed by the Company for any reason without the approval of the Flight Attendant. A Flight Attendant may swap her/his complete set of Golden Days off for another Flight Attendant's complete set of Golden Days off so long as the trading of such sets of Golden Days does not create a conflict with the Flight Attendant's Reserve schedule.
 - a. A Flight Attendant, at her/his option, may submit a request to trade or swap an individual Golden Day and once approved, it shall lose its Golden Day status. In such case, the day may be traded and the other two (2) Golden Days shall retain their Golden status.



- b. The Flight Attendant may submit a request to trade or swap two (2) Golden Days. Once approved, the remaining Golden Day shall also lose its “Golden Day” designation.
- 3. If a Flight Attendant is unavailable for duty for part of a month, the guaranteed days off as provided in D.1. above will be prorated.
- 4. In the event of a temporary assignment, the days off at the temporary domicile will be considered as days off at the Flight Attendant's domicile.
- 5. No Flight Attendant shall be required to work more than two (2) guaranteed days off in a given bid period. When a Flight Attendant is involuntarily required to fly on one of her/his scheduled minimum days off in a bid period, the Flight Attendant will:
 - a. Reschedule the day off during the same bid period when possible, but in no case later than the following bid period. Such day(s) off shall be rescheduled by mutual concurrence between the Flight Attendant and the Company. No Flight Attendant shall be required to work more than two (2) guaranteed days off in a given bid period.
 - b. A Flight Attendant will not be subject to junior assignment or extension on such rescheduled day(s).
 - c. At the Flight Attendant's option, in lieu of rescheduling the day(s) off, the Flight Attendant will be paid three hours and forty-five minutes (3:45) above her/his guarantee for each such day.

E. Rest

- 1. General
 - a. Except as provided in E.2. below, Flight Attendants will be provided the following rest provisions in the chart below. Flight Attendants shall be given prior knowledge of the start and end point of rest period(s) per the FARs.

<u>Scheduled Flight Time</u>	<u>Normal Rest</u>	<u>Reduced Rest</u>	<u>Compensatory Rest</u>
Less than 8 hours of flying	9	8	10*
More than 8 but less than 9 hours of flying	10	8	11*
More than 9 hours of flying	11	9	12*



* Compensatory rest must begin within twenty-four (24) hours after the beginning of reduced rest.

e.g.: If reduced rest begins at 2000 Central Time on day one, compensatory rest must begin by 2000 Central Time on day two.

- b. Pairings will be constructed with a minimum of ten (10) hours of rest in domicile and a minimum of eight and one-half hours (8:30) of rest in outstations.
- c. Lines of time for a month will be constructed with a minimum of ten (10) hours of rest in domicile. Such rest limitation may be waived by the Flight Attendant to FAR + 45 minutes.

2. Rest in Domicile

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

3. Rest Away from Domicile

- a. Pairings and lines will be built with no less than eight and one-half hours (8:30) of rest out of domicile.



- b. On any pairings built by Crew Scheduling (i.e., not built in accordance with paragraph E.1.b., above), the Company will make its best efforts to build such pairings providing for eight and one-half hours (8:30) minimum rest out of domicile. Should a Flight Attendant notify Crew Scheduling before departing on the flight into the outstation where less than eight and one-half hours (8:30) of rest has been scheduled that the pairing has not been constructed for eight and one-half hours (8:30) of minimum rest, Crew Scheduling will provide such rest.
- c. If a Flight Attendant is provided less than nine (9) hours of actual rest, she/he shall be given no less than ten (10) hours of compensatory rest prior to commencing a subsequent duty period as illustrated in E.1. above.

4. Contact During Rest

- a. The Company may initiate telephone contact with a Flight Attendant during her/his layover duty-free period only within the one hour and fifteen minute (1:15) period of time commencing at block-in of the aircraft of the Flight Attendant's last flight prior to the layover, and again during the time period commencing one (1) hour prior to the scheduled ground transport ("van pick up") time prior to the Flight Attendant's first scheduled flight following a layover. It is understood that the Company will restrict communications during this period to the following communications:
 - i. Notification of cancellation of the Flight Attendant's first flight following a layover, thus resulting in a later departure from the layover hotel;
 - ii. Delayed departure of the Flight Attendant's first flight following a layover, thus resulting in a later departure from the layover hotel.

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

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



to be valid. For the purposes of this paragraph, “van-time” shall be considered one (1) hour prior to the scheduled or actual departure of the flight, whichever is earlier.

- c. The Company may contact a Flight Attendant at any time in the event of a Flight Attendant's personal non-employment related emergency.
- d. In the event a Flight Attendant is contacted by the Company at any time outside the above-described periods of time or for a reason not listed above (e.g. soliciting open time), the Flight Attendant whose layover duty-free period has been so interrupted will be automatically granted a day free from all duty with the Company, with no loss of pay, to be provided no later than the last day of the bid month following the month in which the Flight Attendant's rest was interrupted. The day selected shall be of the Flight Attendant's choosing.
- e. Alternatively, the Flight Attendant may forego the day free from all duty and may elect instead to be paid three hours and forty-five minutes (3:45) above her/his guarantee.

F. Continuous Duty Overnights (“CDOs”)

- 1. “Continuous Duty Overnight” is a scheduled duty period which begins in one calendar day and ends in the next calendar day without interruption by a scheduled rest period of at least eight (8) hours between flight assignments, and is so identified by a scheduled on duty rest of less than eight (8) hours in accordance with the provisions of subparagraphs a., b., and c. below:
 - a. Should a Flight Attendant be scheduled for a CDO which is scheduled to provide a break of six (6) hours or less (block-in to block-out), such Flight Attendant will not be scheduled for more than two (2) take-offs during such CDO.
 - b. Should a Flight Attendant be scheduled for a CDO which is scheduled to provide a break of more than six (6) hours (block-in to block-out), such Flight Attendant will not be scheduled for more than four (4) take-offs during such CDO.
 - c. Should a Flight Attendant scheduled as provided in subparagraphs a. or b. above be assigned new flying, the number of times she/he may depart from her/his domicile shall be determined on the basis of the break received calculated on actual block-in and block-out times for such break.



2. Flight Attendants may bid for and be awarded a “CDO” line in the Monthly Pre-bidding System.
3. CDO lines will be constructed with no more than three (3) consecutive CDOs. Such CDO groupings shall be followed by not less than two (2) calendar days off.
4. No more than four (4) consecutive CDOs will be scheduled for a Flight Attendant during the transition period.
5. A Flight Attendant may request removal of the fourth CDO that falls in the beginning of the new contractual month. Staffing permitted, the transition team will remove the fourth CDO with no reduction in guarantee. For purposes of such removal, staffing will be evaluated before the final bid awards are posted. If staffing does not allow for removal at that time, the request will be reevaluated after the close of initial open time bid.
6. Requests for the removal of a fourth CDO during the transition period will take precedence over all other requests. Such requests will be processed in seniority order.
7. A Flight Attendant holding a CDO line which is projected to contain seven (7) or more CDO pairings, who picks up open time on a day off, will be credited for such time in addition to the normal monthly guarantee.



SECTION 8: Scheduling

- A. 1. The Company will utilize and maintain a Preferential Bidding System (PBS), meeting the requirements in this section and the Collective Bargaining Agreement for the construction and awarding of flight schedules and Reserve Lines of Time (New). [SL-N]
2. Bid Information
- Pairing information will be made electronically available via a home access computer system and the Company computer terminals located in each domicile on or before the date of pairing information package distribution. One hard copy of the pairing information package will be available at each domicile or co-terminal. Pairing information packages, and online access, shall contain all of the pairing information, for all of the pairings in a given domicile and its co-domiciles. The pairing information package shall state the anticipated number of bid lines and reserve lines that will be awarded in each domicile, the line average for the month in the domicile, the minimum and maximum hours a line can be built to in the domicile, and the training dates and locations for the domicile. [SL-N]

B. Monthly Bidding Process

1. A Flight Attendant will bid in her/his specific domicile. (When “domicile” is used herein, it will include any co-domicile.) A Flight Attendant may enter a default bid and it shall remain in force until one of the following occurs: 1) Base Transfer 2) TDY award 3) Flight Attendant changes bid. [SL-N]
- a. Carry-ins/absences/pre-awards that are known at the time of bidding, will be pre-planned in the bid process, and credited in the new month. [SL-N]
- b. Flight Attendants on a paper-bid status, whose bid will be for pay purposes only, will be able to bid and be awarded a schedule without impacting other active Flight Attendants' awards. [SL-N]
- c. A Flight Attendant who obtains medical clearance prior to the close of bids will be allowed to bid during the bidding process, and will be awarded a schedule for the entire bid period or that portion of the month for which she/he will be available. If available for less than the full bid period, the number of minimum days off will be prorated based upon the numbers of days available per the **Chart A**, below, and the Flight Attendant will receive a “soft” credit in accordance with the **Chart B**, below, for each day of unpaid leave for purposes of bidding only; e.g., a Flight Attendant returning from maternity leave mid-month. [SL-N]



Chart A

30 Day Month		31 Day Month	
Available Days	Prorated Days Off	Available Days	Prorated Days Off
29 - 30	11	30 - 31	11
26 - 28	10	27 - 29	10
24 - 25	9	24 - 26	9
21 - 23	8	22 - 23	8
18 - 20	7	19 - 21	7
15 - 17	6	16 - 18	6
13 - 14	5	13 - 15	5
10 - 12	4	10 - 12	4
7 - 9	3	8 - 9	3
5 - 6	2	5 - 7	2
2 - 4	1	2 - 4	1
1	0	1	0

Chart B

Type of Credit	Prorated Minimum Days Off	Pay Credit	PBS Credit
Bereavement Leave	NO	3:75	3:75
Vacation Ex Days (part of guaranteed days off)	NO	0:00	3:75
FMLA (intermittent) / KIN Care	NO	3:75	3:75
FMLA (non-intermittent)	YES	2:50	2:50
Furlough	YES	0:00	2:50
Jury Duty / Witness (1 - 4 Days)	NO	3:75	3:75
Jury Duty / Witness (More than 4 Days)	YES	2:50	2:50
Long Term Training	YES	2:50	2:50



LT LOA	YES	0:00	2:50
Maternity Leave	YES	2:50	2:50
Medical Leave	YES	0:00	2:50
Military Leave	YES	0:00	2:50
Move Days (MV)	NO	3:75	3:75
Move Days (UM)	NO	0:00	3:75
Other Company Paid Days (1 - 4 Days)	NO	3:75	3:75
Other Company Paid Days (More than 4 Days)	YES	2:50	2:50
PLOA	YES	0:00	2:50
Pre-Planned Sick Leave / IOD	YES	2:50	2:50
Retirement / Resignation	YES	0:00	2:50
Short Term Training	NO	3:75	3:75
Special Assignment Daily	NO	3:75	3:75
Special Training	NO	3:75	3:75
Travel Day	NO	3:75	3:75
Union Leave (1 - 4 Days)	NO	3:75	3:75
Union Leave (More than 4 Days)	YES	2:50	2:50
Vacation (1 - 4 Days)	NO	2:67	2:67
Vacation (More than 4 Days)	YES	2:67	2:67
Vacation Credit Effective 1-1-16	YES	3:00	3:00
Withheld from Service - Paid	YES	2:50	2:50
Withheld from Service - Unpaid	YES	0:00	2:50
Witness Leave (1 - 4 Days)	NO	3:75	3:75
Witness Leave (More than 4 Days)	YES	2:50	2:50
* Special Assignments for a full month may Shadow Bid in accordance with Side Letter CCC.			



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- d. If a Flight Attendant is withheld from service with pay by the Company at the time of bid closing, she/he will be allowed to bid for a schedule for the following bid period in accordance with this Section.[SL N.]
 2. Minimum/Maximum Bid Options [SL-JJ]

A bidder may choose the minimum or maximum range of credit hours to be awarded for a bid period during PBS line construction. The credit range will be 75 to 91 credit hours. The minimum credit range will never be less than 65 hours and will never exceed 91 hours. The maximum credit range will be 91 to 110 credit hours and will never exceed 110 hours. The lowest number of minimum credit lines awarded will never be less than 5% of the domicile population.
 3. Bidding While Vacation in the Month
 - a. During the bid process, Flight Attendants scheduled for vacation shall be afforded the option to expand their vacation by up to four (4) unpaid days. The vacation expansion days will be pre-plotted as an unpaid planned absence by Crew Scheduling prior to the monthly bid awards. Such days adjacent to vacation will count toward the minimum monthly days off. Only one (1) option (before, after or split) will be accepted and awarded during the bid process. For all days of unavailability, the days off will be prorated in accordance with chart **A** in 8.B.1. and soft credit will be placed on the vacation extension days in accordance with chart **B** in 8.B.1. [SL-N]
 - b. A Reserve Flight Attendant may use Vacation Expansion (SL N. Global Preference Option 32) on the same basis as a Lineholding Flight Attendant.
 - i. The request must be submitted through the Pre-Bid System on or after 1200 noon Central Time on the tenth of the month through 1200 noon Central Time on the twentieth of the month.
 - c. A Reserve with vacation day(s) in a bid period shall receive all her/his days off outside of the vacation period, if applicable, in addition to her/his vacation day(s). However, if the days off, as provided for in Global Option #32, plus the scheduled vacation day(s) does not allow for the required days off to be placed outside of the scheduled vacation period, such days will not be restored or moved to the subsequent month. [SL-N]
 4. A Flight Attendant who is expected to be on a leave of absence or a planned absence for an entire bid period and who is entitled to receive compensation for pairings missed during that period shall be entitled to “shadow bid” for the purposes of calculating pay.
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For a leave of absence of less than one (1) bid period, a Flight Attendant may use available sick time which shall be paid based on the monthly guarantee on a prorated basis.

5. Buddy Bidding

- a. The Company shall provide the Buddy Bidding Option which allows for two (2) Flight Attendants to preference for and be awarded pairings for a month.
- b. Both Flight Attendants shall submit a current or default bid and indicate a preference for the other employee. The pairing(s) shall be awarded on the junior Flight Attendant's seniority provided that the senior Flight Attendant can hold the other position on the same pairing(s).
- c. Once the buddy bid link is established, the PBS logic will award positions to both buddies on as many pairings as are legal and available to both bidders using the junior buddy's bid and seniority. Should the logic be unable to build two (2) complete pairing lines with both bidders together on every awarded pairing, then the PBS logic will award remaining un-buddied pairings from the junior buddy's bid and seniority, in order to reach line completion. If the buddy bid link is never established, then each buddy will be awarded from his/her respective bids at their seniority. It is understood that in the event a buddy link is established but there are no pairings which can be awarded to both bidders, one buddy could be awarded a bid line while the other is awarded a reserve line. [SL Z]

6. Bidding Timeline

PBS FA Bidding	Awarding Window
1 st of the month	Training Bids close 1200 noon CT
2 nd of the month	
3 rd of the month	
4 th of the month	Training Bids awarded 1200 noon CT, Training Swaps open 1200 noon CT
5 th of the month	
6 th of the month	
7 th of the month	TDY Bids open / Vacation Swaps Deadline
9 th of the month	Training Swaps close 1000 CT



10 th of the month	Training Dates final no later than 1000 CT, TDY closes at 1000 CT, TDY awarded 1200 noon CT, Pre-Bid opens 1200 noon CT
12 th of the month	
13 th of the month	Pre-Bid Closes 1200 noon CT
14 th of the month	Pre-Bid protest window opens 1200 noon CT
15 th of the month	Pre-Bid protest window closes 1200 noon CT, Regular PBS bid window opens at 1200 noon CT
20 th of the month	Bid Closes and PBS Runs start at 1200 noon CT, FOS Lockout in effect
21 st of the month	FOS Lockout in effect
22 nd of the month	Awarding Complete / Protest - Transition window opens. FOS Lockout in effect
23 rd of the month	Protest-Transition window closes FOS Lockout ends at 1200 noon CT TTOT re-opens for the remainder of the current bid month.
24 th of the month	TTOT turned on at 1200 noon CT for all transactions for the following bid month.
25 th of the month	Date affected by FOS Lockout
26 th of the month	Date affected by FOS Lockout
27 th of the month	Date affected by FOS Lockout
28 th of the month	Date affected by FOS Lockout
29 th of the month	Date affected by FOS Lockout
30 th / 31 st of the month	Date affected by FOS Lockout
* FOS Lockout in effect for 25 th - 30 th /31 st of the month	

- a. The pre-bid will open on the 10th of the month at 1200 noon CT during which a Flight Attendant may bid for and be awarded designations which will determine eligibility for different line options, including Reduced Guarantee Bid Line, Airport Standby, Vacation Fly Through with expansion, All Weekends Off Reserve lines (RWO), RBL and CDO line awards. Pre-bid options may be modified as needed by mutual agreement.



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- i. Once an Airport Standby Reserve status has been awarded, a Flight Attendant may then use the PBS program to bid for a schedule according to her/his preferences. Any resulting Reserve schedule award will then be designated as Airport Standby Reserve in accordance with the previously awarded status.
 - ii. Should a Flight Attendant who has been awarded Airport Standby Reserve Status be awarded a line of flying, it is agreed that the awarded Airport Standby Reserve Status would become irrelevant. Any Company-required Airport Standby Reserve coverage would revert to availability on the day of operation.
 - b. The pre-bid will close on the 13th at 1200 noon CT and preliminary bid awards will be posted no later than the 14th at 1200 noon CT. The Bid Protest period will begin at 1200 noon CT on the 14th and end on the 15th at 1200 noon CT. Pre-bid awards will be final on the 15th of the month at 1200 noon CT.
 - c. A Flight Attendant may enter or edit a default bid(s) at any time. However, the bidding for the current bid month will open on the 15th of the month prior at 1200 noon CT.
 - d. Bidding will close on the 20th at 1200 noon CT.
 - e. Schedule adjustments (e.g. pairing trades, drops, swaps, etc.) from the current bid month commencing or touching the 25th will not be permitted during the FOS lockout window which commences at 1200 noon CT on the 20th and ends once the preliminary awards are published no later than the 23rd.
 - f. The bid protest period opens when preliminary awards are published, no later than the 22nd at 1200 noon CT and closes on the 23rd at 1200 noon CT.
 - g. Line awards will be considered final at 1200 noon CT on the 24th.
 - h. TTOT will be turned on at 1200 noon CT on the 24th.
 - i. In the event of a major, previously unknown airline schedule change, after pairings are constructed, the Company and the Association may agree to modify the Bid Timeline as appropriate. [SL-N]
 7. Bid Protests [SL-N]
 - a. Flight Attendants will have a minimum of twenty-four (24) hours following both pre-bid awards and line awards to file a bid protest electronically via the PBS website.
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- b. Crew Planning shall promptly review any inquiry submitted. If programming or system error occurred, the affected Flight Attendant will be made whole. No remedy will be available if the subject of the inquiry was due to the Flight Attendant's choice of bid preferences.
 - c. Where there is a programming error that affects a substantial number of Flight Attendants in a domicile(s), there may be a re-award upon agreement between the Company and the Association. Any re-award will be done within twenty-four (24) hours.
 - d. 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.

C. Pairing Line Construction: [SL - NJ]

- 1. Lines shall be constructed preferentially, in order of seniority, one Flight Attendant at a time with the Flight Attendant holding as many pairings available at her/his seniority that meet her/his specific preferences, such preferences being stated in priority order provided that those pairings do not conflict with any known absences, carry-in pairings or reserve periods, or legalities following carry-in activities.

- 2. Criteria for Pairing Line Construction:

- a. A pairing line award will contain no reserve days.
- b. A pairing line will not contain any out of domicile pairings.

- 3. Parameters for Pairing/Line Construction:

The following procedures will precede line construction:

- a. All known flying, including charters, shall be constructed into pairings and placed in the PBS for bid. (Parties recognize that the flying must be known at the time pairings are constructed). A variety of pairings will be constructed (e.g. single day pairings, multi-day pairings, CDOs - if applicable).
- b. The Company will apply any known absence to a Flight Attendant's schedule. The credit value of the known absence(s) will be reflected in the total value of the line for purposes of the line construction parameters according to the schedule below. To the extent that the "off the shelf" software accommodates credit value waivers, or if mutually agreed by the parties, at the Flight Attendant's option, she/he may elect to have the credit value not



counted toward her/his maximum bid award. However, in no event may the Flight Attendant's bid award exceed one hundred ten (110) hours.

- c. For the purposes of Line construction, the planned absences or events that are known prior to the close of the bids will have the below daily credit value applied towards a Flight Attendant's line credit except as provided for in b. above.

i.	Training	3:45
ii.	Sick Leave	3:45
iii.	Bereavement	3:45
iv.	Paid Move Days	3:45
v.	Special Assignment	3:45
vi.	Union Leave	3:45
vii.	Jury Duty Leave	3:45
viii.	Family Leave if SK or VC used	3:45
ix.	Pay Withheld	3:45
x.	Paid Witness	3:45
xi.	Travel Day	3:45
xii.	Single VC Day prior to January 1, 2016	2:41
xiii.	Single VC Day commencing January 1, 2016	3:00
xiv.	California Paid Family Leave and Paid School	3:45
xv.	<i>Miscellaneous Other</i>	<i>TBD</i>



Preference Options

1.	Pairing Equipment [Prefer/Avoid, Aircraft type] Flight Attendant may prefer or want to avoid pairings with specific aircraft type.
2.	Pairing Length [Prefer/Avoid, #Calendar days, Date] Flight Attendant may prefer or want to avoid pairings with specified number of calendar days.
3.	Layover City [Prefer/Avoid, Layover Station, Date] Flight Attendant may prefer or want to avoid a layover station or region, e.g. West Coast, North East, FL, Caribbean, Mexico, Southwest.
4.	Pairing Type [Prefer/Avoid, Type of pairing, Date] Flight Attendant may prefer or want to avoid a type of pairing. Pairing types - 4-day, 3-day, 2-day or 1-day pairings.
5.	Crew Position [Prefer/Avoid, Crew position, Date] Flight Attendant may prefer or want to avoid a specific position on pairings. Flight Attendant positions are specified on each pairing.
6.	Report / Release [Before/After, Time, Date] Flight Attendant may bid for pairings that report / release before or after a specific time. The pairings may optionally originate / terminate on a specific date.
7.	No Deadheads [Date] Flight Attendant may bid for pairings with no deadheads in the pairing.
8.	Layover Duration [Minimum/Maximum, Duration, Station] Flight Attendant may bid for pairings with a minimum or maximum layover between duty periods. This limit shall apply to all layovers within the pairing.
9.	Landings per duty period [Minimum/Maximum, Number] Flight Attendant may bid for pairings with a minimum or maximum landings per duty period. This limit shall apply to all duty periods within the pairing.
10.	Block Hours per duty period [Minimum/Maximum, Value] Flight Attendant may bid for pairings with a minimum or maximum block time per duty period. This limit shall apply to all duty periods within the pairing.
11.	Average Credit Hours per duty period [Minimum/Maximum, Value] Flight Attendant may bid for pairings with a minimum or maximum credit time per duty period. This limit shall apply to all duty periods within the pairing.
12.	Prefer Calendar Days Off [Days of week] Flight Attendant may bid off days on specific days of the week (e.g., prefer to work every Monday-Thursday)



13. Credit Ratio [Prefer, Credit Ratio Value] Flight Attendant may bid for pairings that do not exceed the Credit Ratio Value (pairing time away from base / pairing credit).
14. Pairing [Pairing number, Date] Flight Attendant may bid for a specific pairing number and optionally depart on a specific date.
15. Range of days off [First date, Second date] Flight Attendant may bid for a range of days off.
16. Block of days off [Date from, Date to] Flight Attendant may bid for a period of days off and would be awarded all days off or none.
17. Co-Domicile Preference [Prefer, Co-Domicile] Flight Attendant may bid for pairings that originate from a specific co-domicile.
18. Min / Max Connection Time [Minimum/Maximum, Duration] Flight Attendants able to bid for pairings that have minimum or maximum connection (sit) times. This limit shall apply to all duty periods within the pairing.
Global Options
19. Maximum number of work periods Flight Attendant may elect to specify a maximum number of work periods in the bid month (subject to their minimum and maximum permissible credit hours).
20. Allow Back to Backs Flight Attendants may elect to allow legal back-to-backs to be included in their line-of-time.
21. Allow Training and a Pairing as a Back to Back Flight Attendants may elect to attend training and operating a pairing as a legal back-to-backs to be included in their line-of-time.
22. Allow Multiple Pairings Flight Attendants may elect to allow two (2) pairings in the same calendar day separated by legal domicile rest.
23. Waive Domicile Rest to FAR Minimum + :45
24. Min Days Off between Work Periods Flight Attendant may set the number of days off between work periods. The system default is two (2) days.



25. Pairing Mix in a Work Period Flight Attendant may create work periods that contain pairings of specific lengths. The system will use the pairing lengths only in the order that the Flight Attendant specifies.
26. Commutable Work Period Flight Attendant may bid that their work period begins after a specific time and ends prior to a specific time.
27. Cadence Preference Flight Attendant may elect that their work period begins on the same day of the week throughout the bid month.
28. Buddy Bid Flight Attendant may bid with other Flight Attendants up to the number of Flight Attendants on the equipment, utilizing the seniority of the least senior Flight Attendant. Flight Attendants may also buddy bid with pilots should that group implement a PBS.
29. Avoid/ Prefer Bid Flight Attendant may avoid or prefer more senior Flight Attendants who have been awarded a pairing. Flight Attendants may also prefer or avoid pairings with pilots should that group implement a PBS.
30. Reasons Report System shall generate a report for each Flight Attendant which explains why a preferred pairing or day off was not awarded.
31. Standing Bids System shall maintain persistent or "standing" bids which shall act as default bids should the Flight Attendant fail to enter a monthly bid. If a Flight Attendant fails to input her/his bid and does not have a standing bid inputted, her/his bid will be inputted using a default bid created by the Joint PBS Committee.
32. Vacation Expansion A Flight Attendant who is scheduled for a block of consecutive vacation days may elect to place up to a total of four (4) days off (at sole discretion of the Flight Attendant) before, after, or split on either side of such vacation period. The days off will act as a pre-planned absence and will carry neither a value for pay nor credit. Such days off may be counted toward the Reserve's scheduled Golden Days. Such block of four (4) days, or portion thereof, may be extended into the next bid period.



33. Paper Bid/Pay Purpose Only Bid Once the final awards are published, Crew Scheduling will run PBS for a Pay Purpose Only (PPO) award. Crew Scheduling shall run PBS with the same bids and settings as the regular bid with the addition of the bids (standing or actual) of any Flight Attendant who is off the entire bid period to determine what she/he could have held for pay purposes only. Such PPO awards shall only be used for this pay determination and shall not change in any way pairing awards as published in the final line awards.
34. Minimum/Maximum Credit Option. A Flight Attendant desiring minimum or maximum credit may elect Minimum credit or Maximum credit, in accordance with Section 8.B.2. The minimum pay credit awarded will never be lower than 75 hours in conformity with line guarantee. The maximum pay credit awarded will never be higher than 110 hours.
35. Other Bid Options as agreed by the Joint PBS Committee.
36. RBL Line Option
37. Days on and off
38. Length of block of available days
39. Month end carry-over
40. Standby Line Preferences

- d. Other preferences may be mutually agreed upon and requests for said preferences will not be unreasonably denied.
- e. A Flight Attendant will use the PBS to bid. If PBS is inoperative, the Company will provide an alternative method for bidding.
- f. Flight Attendants who fail to bid and/or have no default bid:
 - i. A Flight Attendant failing to make a bid or failing to meet the deadline will be assigned a line of pairings or reserve line, in accordance with seniority, as per her/his default bid. A default bid may be submitted at any time by a Flight Attendant, and will remain in effect until it is changed by the Flight Attendant.
 - ii. If no default bid exists, the Flight Attendant's bid will be inputted using a default bid created by the Joint PBS Committee.
- g. The PBS will generate, track, and provide each Flight Attendant a bid confirmation for each bid supplied by the Flight Attendant.
- h. Following the awarding of bid lines, no more than ten percent (10%) of the remaining known and proposed flying may be designated as open flying in each domicile pursuant to Section 8.G.1 (Example: If



the DFW domicile has 1,000 block hours, there will be a maximum of 100 hours of open flying remaining in the domicile after the awarding of the bid lines).

- i. All monthly lines shall be awarded in accordance with seniority and bid preferences. In cases where a Flight Attendant is denied a bid preference in order to ensure adequate daily work coverage, such assignment shall be in accordance with the bid preferences of the Flight Attendant and forced in inverse order of seniority.
- j. An individual report will be made available to each Flight Attendant each month, which reconciles the Flight Attendant's bid to her/his awarded schedule on a preference-by-preference basis (Reasons Report).

D. Pairing Line Schedule Construction

1. Pairing lines will be constructed with a minimum of two (2) periods of at least two (2) consecutive days off.
2. A Flight Attendant holding a regular line of time will not be scheduled for reserve.
3. Lines will be constructed with at least ten (10) hours rest between pairings in domicile.
4. Lines for a month will reflect any known reduced/changed holiday scheduling for that month. Should holiday schedules be modified after the final bid award, the affected Flight Attendants will be notified as soon as possible.
5. If an overnight is scheduled for less than nine (9) hours, the following day shall not be scheduled for more than twelve (12) hours on duty.
6. A pairing will normally not consist of more than four (4) days. However, in unusual circumstances such as, but not limited to, charters, retirement of equipment type or shifting of equipment type to a different domicile, pairings may be scheduled to a maximum of five (5) days.
7. The Company shall offer reduced guarantee lines when feasible. Eligibility for these lines will be awarded in the pre-bid. The pay guarantee for reduced guarantee lines will be fifty percent (50%) of the regular monthly guarantee as defined in Section 4 (Compensation).
 - a. Reduced guarantee lines shall contain pairings up to a maximum of forty-five hours and thirty minutes (45:30).
 - b. No Flight Attendant will be involuntarily assigned to a reduced guarantee bid line.



- c. Flight Attendants holding reduced guarantee lines may bid for and be awarded open time in the same manner as any other Flight Attendant covered by this Agreement, including on their regularly scheduled day(s) off.
- d. Benefits and health insurance premiums will be provided in accordance with Section 20 Benefits, Retirement and Eligibility. Accruals of seniority, vacation and sick leave will be as provided in those sections. Pass privileges will be the same as those extended to regular line holders.

E. Reserve Line Construction [SL - N]

1. Reserve lines shall be allocated as part of the monthly PBS process. A Flight Attendant who may be awarded a line of flying may conditionally bid for a reserve line.
2. Reserves will have a minimum of eleven (11) scheduled days free of duty ("days off") at her/his domicile each bid month. Three (3) of such days shall be Golden Days. Patterns must conform to the following unless the Flight Attendant selects the waivers provided in PBS:
 - a. Reserve Flight Attendants will receive at least two (2) periods of two (2) days free from duty.
 - b. Reserves will receive another period of four (4) consecutive days off.
 - c. In addition, Reserve Flight Attendants will receive one (1) set of three (3) Golden Days off. Golden Days will always begin a block of days off and may not be preceded by a non-Golden Day off.
 - d. The minimum provisions in 2.a., b., and c. above may be waived by the Flight Attendant in her/his PBS bid.
 - e. Day off periods may not be separated by less than three (3) days of availability or by more than six (6) days of availability. Groups of days of availability which transition from month to month shall be subject to this limitation.
 - f. A Reserve with vacation day(s) in a bid period shall receive all her/his days off outside of the vacation period, if applicable, in addition to her/his vacation days. This will guarantee the Reserve her/his full number of minimum days off in addition to her/his vacation day(s). However, if the days off as provided for in Global Option #32 plus the scheduled vacation days does not allow for the required days off to be placed outside of the scheduled vacation period, such days will not be restored or moved to the subsequent month.



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- g. The chart (A), found at paragraph 8.B.1., shall be used to determine the number of days free from duty for a Reserve who is bidding for or returning to schedule as a Reserve with less than a full bid period. This chart shall be used to determine the number of days free from duty during the Reserve's days of availability in a partial bid period.
 - h. The Company will make available at least one (1) reserve line in each domicile with all weekend days off in the month.
 - i. "All Weekends off Reserve Lines" will be added to the published PBS pairing packet; such lines will be bid upon during the pre-bid period of the bidding time line and will be multi-awarded in accordance with Side Letter G.1.
3. Reserve Block Lines (RBLs)
- a. A Flight Attendant's eligibility to hold Reserve Block lines (RBLs) will be determined in the pre-bid.
 - b. Reserve Block Lines (RBLs) will be constructed with a minimum of thirteen (13) days off. All of the days of reserve availability shall be allocated on the line as outlined in the table below. In bid months containing thirty-one (31) days, one (1) additional day off will be attached to a block of contiguous days off.



- c. The RBLs will be available for bid at each domicile and must be published in the pairing packet according to the examples (A, B and C) below:

Examples of the three types of Reserve Block Lines possible:

RBL A						
S	M	T	W	TH	F	S
R	R	R	R	R	R	X
R	R	R	R	R	R	X
R	R	R	R	R	X	X
X	X	X	X	X	X	X
X	X					
RBL B						
S	M	T	W	TH	F	S
X	X	X	X	X	X	X
X	X	X	X	R	R	R
R	R	R	X	R	R	R
R	R	R	X	R	R	R
R	R					
RBL C						
S	M	T	W	TH	F	S
R	R	R	R	R	X	R
R	R	R	X	X	X	X
X	X	X	X	X	X	X
R	R	R	R	X	R	R
R	R					

- d. Award of RBLs

The number of RBL lines posted and multi-awarded shall be determined by the below provisions:

- i. Each domicile shall have a minimum of three (3) RBLs (one each of A, B and C) awarded, if bid.
- ii. A minimum of ten percent (10%), rounded up, of projected reserve lines will be RBLs (if bid) in each domicile.
- iii. The number of RBL lines awarded may not exceed twenty percent (20%) of a base's total projected reserve lines.



- iv. If insufficient Flight Attendants bid the RBLs, the un-awarded lines shall be dropped and may not be involuntarily assigned to a Flight Attendant.
- v. The percentage limitations in d.ii. and iii. above may be amended by mutual agreement.
- vi. The minimum monthly guarantee of seventy-five (75) hours in accordance with section 4.B. shall apply to RBL lines.

F. Schedule Changes

1. Prior to the Final Bid Award

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

2. After the Final Bid Award

In the event a Flight Attendant holding a line of time loses all or portion of a pairing:

- a. She/he may be given a new pairing(s) or portion thereof for the same day(s) originally scheduled, provided the check-in time for the new pairing(s) is no earlier than the check-in for the originally scheduled pairing, and the check-out time is no more than two (2) hours later than the check-out time of the Flight Attendant's originally scheduled pairing. (Please refer to examples in Side Letter K.)
- b. However, such Flight Attendant may be offered and elect to accept an assignment which is earlier than the check-in time for the originally scheduled pairing. Refusal of such offer will not result in the reduction of her/his guarantee.
- c. In the event the Company is unable to notify the Flight Attendant of a schedule change prior to her/his check-in, such Flight Attendant may be assigned new flying in accordance with F.2.g. below.
- d. On pairings with multiple duty days, only the duty day of the schedule change may be increased by such two (2) hours specified in a. above.
- e. In no case, however, will such increase schedule the Flight Attendant beyond the maximum scheduled duty day as specified in Section 7- Hours of Service.
- f. Crew Scheduling will return the Flight Attendant to her/his originally scheduled pairing as soon as possible.



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- g. A Flight Attendant will be required to remain available at the airport for no more than two (2) hours for additional flight assignment.
3. a. In the event the Flight Attendant is assigned new flying, she/he will be credited with the greater of the flight time of her/his original pairing, or the actual pairing(s) flown.
 - b. If the Company substitutes aircraft on any leg of a pairing, the affected Flight Attendant(s) will be paid the greater of:
 - i. The originally scheduled flight time
 - ii. The scheduled flight time of the new/substitute aircraft
 - iii. The flight time actually flown
 - c. Such calculations shall be made on a leg-by-leg basis.
 4. Schedule changes may involve flight legs at the beginning of, end of or mid-pairing. A Flight Attendant given alternate flight legs within her/his pairing, will be responsible for completing the remaining flight legs of her/his originally scheduled pairing, as assigned by Crew Scheduling.
 5. Assignment to New Flying When a Two Flight Attendant Crew Loses All or a Portion of a Pairing In Instances Other than a Downgrade:
 - a. When a Flight Attendant working as part of a two Flight Attendant crew loses all or a portion of a pairing due to something other than a downgrade and a new flying assignment is available for only one of the Flight Attendants in the crew, the most senior legal and available Flight Attendant will get to choose whether or not to work the new flying assignment.
 - b. When flying is lost due to something other than a downgrade and new flying assignments are available for both of the Flight Attendants on the affected crew, choice of the available assignments will be provided in seniority order.
 - c. If it is anticipated that all or a portion of a pairing will be lost multiple times throughout the month and new flying assignments for less than the entire Flight Attendant crew are available, the new flying assignment(s) will be offered to the Flight Attendant(s) as early as possible. When offered, the most senior legal and available Flight Attendant must indicate which assignment(s) she/he will work.
 6. Assignment to New Flying When Notified of Loss of Flying More than Twenty-Four (24) Hours Prior to the Loss
 - a. In the event a Flight Attendant is notified more than twenty-four (24) hours prior to the departure time of the first flight of a pairing in which either the first turn or the entire pairing has been cancelled,
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- she/he is obligated to check her/his flight schedule twenty-four (24) hours before the departure time of the original pairing and fly any new flying to which she/he is assigned.
- b. The new flying to which a Flight Attendant may be assigned may not be scheduled to depart earlier than the departure time of the original pairing nor arrive more than two (2) hours later than the scheduled arrival time of the last flight of the pairing in which the lost flying occurs.
 - c. The Flight Attendant who has not been given an assignment to new flying in place of a lost first round pairing or entire pairing by twenty-four (24) hours before the departure time of her/his original pairing will be relieved of any obligation to make up the time lost and will be pay protected in conformity with this Agreement.
 - d. Assignments pursuant to this provision are permitted prior to the Company assigning a Reserve Flight Attendant.
 - e. Notification of flight cancellations other than the first turn or entire pairing will be handled in conformity with 8.F.2.
7. A Flight Attendant whose schedule is disrupted at an outstation must contact Crew Scheduling for instruction on her/his continued assignment or release.
8. To reclaim flying lost due to an anticipated misconnect, reference SL.E.
9. Flying when No Flying Lost: [SL - KK]
- a. The Company may not remove or alter a Flight Attendant's awarded pairing, or pairing picked up from another Flight Attendant or Open Time, if nothing happens to any portion of that pairing (i.e. cancellation, delay or misconnect). However, if flying remains to be covered, the Company may remove or alter that pairing to prevent a delay or cancellation if no other means are available to cover the impacted flying and the Company has exhausted the list of available Flight Attendants as outlined in the "Order of Assignment of Flying that Becomes Available" provision (8.M.) of the Agreement. The Company must be able to demonstrate a bona fide delay existed to alter a Flight Attendant's awarded pairing in which she/he has lost no flying.
 - b. It is understood that in the event a Flight Attendant is assigned flying under this provision, a Flight Attendant will be paid the greater of the value of her/his original pairing or the actual pairing flown in accordance with 8.F.3.a.



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- c. It is understood that in some instances there may be more than one Flight Attendant positioned to receive an assignment to altered flying. The Company will permit the senior of such Flight Attendants to accept or pass the altered assignment when there is at least thirty (30) or more minutes available prior to the scheduled departure time of the flying requiring coverage.
 - d. If the Company does change a Flight Attendant's pairing per paragraph 9.a. above, all Flight Attendants affected receive a payment of one hundred dollars (\$100) per occurrence paid in the next month's "end-of-month" paycheck in addition to any compensation in 9.b. above. Such payment will be made in addition to any minimum monthly pay guarantees and all other premium pay as provided for in this Agreement.
 - i. The parties acknowledge that the one hundred dollars (\$100) override set forth above may require programming to the Company's compensation software which will cause significant delays. Unless and until such process is automated, the Company will compensate affected Flight Attendants via a manual process which may include Flight Attendants sending a notification to Pay Comp, (RF message).
 - e. This provision will also apply to reserves who have been awarded a pairing on a day(s) off.

G. Open Time

- 1. The Company may designate no more than ten percent (10%) of known and proposed flying as open flying in each domicile at the beginning of each month.
- 2. Open time will also include charters and all other time (including, but not limited to, promotional, hurricane relief, non-revenue passenger flights, etc., unless otherwise provided for in this Agreement) which becomes available during the bid period after the pairing packets have been published. Any charter flights and all other flying known prior to the completion of a given month's pairing packet construction will be included in the pairing packet.
- 3. Open Time Requests

All requests of open time will be awarded consistent with the "turn time" parameters established for each domicile and bid period, as stated in the pairing packet, applicable to the particular domicile in which the pairing originates. Such turn times will be no greater, but may be less, than the bidline construction parameters used for the same domicile for the same bid period.



4. Flight Attendants wishing to pick up partial pairings from open time will be limited to picking up flight pairings that commence and end at the same domicile. Any partial pairing must include either the beginning or the end of the original pairing. If, following such a split, the pairing remaining in Open Time still contains a pass-through domicile, that pairing may be split again but must include either the beginning or the end of the pairing.
5. The chart below outlines the display / listing of available pairings.

Entries For Viewing Available Pairings	
N4D/Base//Date (e.g., N4D/DFW//10JAN)	Displays all pairings that are open (“above the line”) or posted for drop (“below the line”), making them available for pick up.
N4DL/Base//Date (e.g., N4DL/DFW//18JAN)	Will display only those open and posted pairings that a Flight Attendant is qualified and legal to pick up. If a “D” follows the pairing, a Duty-Free period (DFP) conflict exists, requiring the elimination of a DFP.
N4T/Pairing/Date (e.g., N4T/22132/24JAN)	Will display a list of “redder” open pairings with which a Flight Attendant is qualified and legal to trade his/her red pairing. If a “D” follows the pairing number, a Duty-Free Period (DFP) conflict exists, requiring the elimination of a DFP.
N4TL/Pairing/Date (e.g., N4TL/22123/24SEP)	Displays only those “redder” open pairings for which a Flight Attendant is qualified and legal to trade his/her red pairing. If a “D” follows the pairing number, a Duty-Free Period (DFP) conflicts exists, requiring the elimination of a DFP.
Chart, above, brought in from TTOT user guide.	



6. Red for Red Trading Rules

Red for Red Trading Rules Chart			
Drop Status	Pick Up Status	Allowed	Pairing Date Pick Up vs Pairing Date Drop
Green	Green	Yes	n/a
Green	Red	Yes	n/a
Red	Green	Yes (exception)	n/a
Red	Red	Yes (if different duration, the picked-up pairing must be redder)	n/a
Red	Red	Yes (if different duration, the picked-up pairing must be redder)	Same Date Start
Red	Red	Yes (if different duration, the picked-up pairing must be redder)	Overlapping Dates
Red	Redder	Yes (Restrictions)	Different Dates

Chart, above, brought in from TTOT user guide.

a. Red for Red Trading Rules

i. Same Date Trades

If same start date and same end date, then no restrictions. If same start date but different end date, then allow trade if pick up pairing is redder than dropped pairing.

ii. Overlapping Trades

If overlapping (where both pairings operate on at least one common date), then allow trade if pick up pairing is redder than dropped pairing.

iii. Different Date Trades

For different dates (pairings operate on mutually exclusive dates), allow trade if pick up pairing is redder than dropped pairing.

iv. Posting a pairing is always allowed.

Doing so allows the pairing to be picked up by another Flight Attendant without regard to “RED” restrictions.



7. All open time will be posted for viewing by Flight Attendants. The Company may designate and withhold specific open pairing(s) for Reserve Flight Attendants. The Company will not deny any request for a pairing drop or PVD for any day(s) on which it has withheld an Open Time pairing(s) as determined at the time the drop request is processed. Flight Attendants may bid and will be awarded open time in accordance with paragraphs G and H of this Section. A Flight Attendant who is awarded such open time will be responsible to fly the pairing(s).
 - a. When Open Time has been blocked, the date on which a pairing begins, will determine whether such pairing is available for pick up. Requests to pick up Open Time pairings will be approved when the day the pairing commences is not blocked or becomes unblocked at the time of processing.
8. Flight Attendants on management-level status may pick up an existing OT pairing after 1200 noon CT the day prior to the departure date of that pairing. Such pairing must have been in OT for at least thirty-six (36) hours prior to the management-level Flight Attendant picking up the pairing.

H. Open Time Pick Up

1. The open time remaining when bids are final and any new open time will be posted as it becomes available.
2. Requests for Automated transactions will be submitted in DECS via Sabre or its replacement. Bids for manually processed Daily Open Time may be submitted via e-mail, the computer system (RF) or, on the day of the operations, by telephone if followed up in writing. Bids will close each day at 1200 noon CT for all known daily open time for the following day and for each subsequent day throughout the remainder of the month. Manual transactions will be processed as received and awarded on a first-come, first-served basis.
3. Automated bids will be processed and awarded as they are received on a 24-hour basis. Manual submissions will be processed as they are received during normal Swaps and Drops hours. Any requests that can be processed through the automated system should not be submitted manually.
4. Between the time a request for manual processing of a pairing is received and the time it is processed, another Flight Attendant may submit an automated request for the same pairing. This would result in the pairing being properly awarded to the automated request.
5. Following the final bid award, the Company may utilize open time for the purposes of conducting Initial Operating Experience (IOE).



I. Pairing Trades/Optional Exchanges Between Flight Attendants

1. A Flight Attendant, other than a Reserve, may trade a pairing with another Flight Attendant, or pick up a pairing from another Flight Attendant on her/his day off so long as it does not create a scheduling conflict.
2. All full pairing trades will be arranged by the Flight Attendant and submitted through the automated Pairing Trade/Optional Exchange system for electronic processing, or, on the day of operation, by telephone if followed up in writing.
3. Pairing trade/optional exchange requests for partial pairing may be submitted via e-mail or computer system (RF) but must be submitted by both the affected Flight Attendants. On the day of operation, such request may be made by telephone and then followed up in writing. Partial pairings may be traded; however, such flight segments must originate and terminate in the Flight Attendant's domicile. A Flight Attendant will be granted unlimited partial pairing trades/optional exchanges. Manual submissions will be processed as they are received during normal Swaps and Drops hours. Any requests that can be processed through the automated system should not be submitted manually.
4. A Flight Attendant who pairing trades may have her/his monthly guarantee adjusted if the trade causes her/him to be below the minimum monthly guarantee for the month. When both parties to a trade are holding bidlines originally projected under the guarantee, the guarantee will not be adjusted downward.
5. Pairing trades do not have to be of equal credited value.
6. A Reserve may trade reserve days or days off with other Reserves.
7. A Reserve may pick up a pairing from another Flight Attendant or from Open Time on her/his day(s) off, so long as it does not create a scheduling conflict with her/his scheduled reserve duty. The pairing must be scheduled to depart late enough for the Flight Attendant to receive required rest after her/his last day of reserve availability and be scheduled to terminate in time to allow required rest prior to the Flight Attendant's next reserve availability period.
8. A Reserve Flight Attendant may request that a day off be moved to another day within the same bid period and such request will be granted if the Company determines that staffing permits the movement of the day off.
9. It is the responsibility of the Flight Attendant holding the pairing to determine that the exchange has been awarded.



10. It is understood that a Flight Attendant may trade a pairing or engage in an optional exchange with a Flight Attendant from another base and she/he shall be responsible for transportation to and from the pairing.
11. Jet-Bridge Transactions: Last Minute Swaps Requested by Both Flight Attendants
 - a. Requests to swap all or a portion of a pairing with another Flight Attendant will be considered by Crew Scheduling. These requests will be approved unless the Crew Scheduler does not have the time necessary to process the request prior to departure or the requested swap conflicts with contractual or FAR limitations.
 - b. The Flight Attendant dropping all or part of a pairing will be released from her/his duty period upon arrival of the replacement Flight Attendant at the aircraft.
 - c. All swaps will be handled on a first-come, first-served basis.
 - d. A Flight Attendant's guarantee will be adjusted in accordance with Section 4 Compensation.

J. Pairing Trades with Open Time

1. Pairing trades with open time for full pairings meeting the following criteria will be handled through automation with the exception of Flight Attendants holding reserve status who must submit their requests manually. Pairing trades, whether automated or processed manually, will be approved provided:
 - a. The new pairing originates and terminates in the same domicile as the original pairing(s); and
 - b. The request for the trade has been submitted no later than 1200 noon CT the day prior to the start of the original pairing(s) or the new pairing(s) whichever is earlier.
2. Manual Pairing trades with open time will be awarded on a first-come, first-served basis on the actual time of the request and will be executed as soon as possible after the receipt of the request.
 - a. Pairing Trades with Open time that involve trading more than a single pairing for a different single pairing or a single pairing for more than a single pairing must be processed manually. It will be approved based on a staffing provided that all pairing(s) to be traded are full pairing(s). For Multiple trades, pairings do not have to be of equal duration.
 - b. Such trades must be submitted via the "RF 200 TTOT" mask in the DECS or successor system.



- c. Any trades currently processed manually will be automated once a new automation system capable of completing this transaction is in place.
 - d. When a manual trade is denied, Crew Scheduling will explain the reason for the denial and provide the Flight Attendant with a written documentation supporting the denial.
3. A Flight Service Supervisor will submit a request through the automated system on behalf of a Flight Attendant for whom the automated system is not available because of extenuating circumstances.
 4. If a Flight Attendant holding a bidline projected under the guarantee pairing trades with open time for a pairing of greater value, the additional amount of scheduled time picked up will be paid above the minimum monthly guarantee and treated as Open Time for pay purposes in accordance with Section 4.F.
 5. Next-day transactions will close each day at 1200 noon CT.

K. Pairing Drops

1. Automated dropping of pairings will be processed on a continual basis and evaluated for approval or denial based on the staffing available at the moment the request is received. Manual requests for pairing drops as well as all manual requests for drop(s) or portion(s) of a pairing(s) will be evaluated for approval or denial based on the staffing available when processed. Requests submitted for manual processing will be performed on a first-come, first-served basis.
 - a. A request submitted by a Flight Attendant to drop a pairing(s) will be considered on a first-come, first-served basis. A Lineholder may request to drop a pairing(s) from her/his bidline to open time by submitting a request via automation or on the day of operation, by telephone if followed up in writing.
 - b. A request submitted by a Flight Attendant to drop a portion(s) of a pairing(s) will be considered on a first-come, first-served basis. A Lineholder may request to drop a portion of a pairing(s) from her/his bidline to open time by submitting a request form to Crew Scheduling via the computer system (RF), e-mail, or on the day of operation, by telephone if followed up in writing.
2. A Flight Attendant holding a reserve line may submit a request to drop a reserve duty day(s) to Crew Scheduling via the computer system (RF) or e-mail. Such request will be processed no more than forty-eight (48) hours prior to the start of the reserve duty day for which the drop is requested.



3. Partial pairings from either the beginning or the end of the pairing, may be dropped, however such flight segments must originate and terminate in the Flight Attendant's domicile.
4. Once a drop is approved, the pairing is no longer the responsibility of the Flight Attendant to whom it was originally assigned.
5. Any pairing(s) dropped will reduce the final bid award guarantee by the same number of hours as contained in the pairing(s).
6. A Flight Attendant holding a bidline projected under the guarantee need only make up credited hours dropped before being eligible for guarantee. If a Flight Attendant holding a bidline projected under the guarantee voluntarily drops time, and picks up Open Time, for pay purposes the time subsequently picked up will be treated as outlined below:
 - a. If the time is picked up from Open Time, the amount of scheduled time picked up will be treated as "Make Up" time until it equals the amount of time voluntarily dropped. Time in excess of makeup will be paid in accordance with Section 4.F.
 - b. Example:
70:00 (Original Bid Line Projection - pays 75:00)
5:00 (Time Voluntarily Dropped by Flight Attendant)
65:00 (Adjusted Bid Line Projection)
70:00 (Projected Pay per Adjusted Guarantee)
+8:00 (Open Time Picked up by Flight Attendant)

New Projection:
65:00 (Adjusted Bid Line Projection)
+8:00 (Pairing Picked Up from Open Time - first five hours credited toward Make Up)
73:00 (New Bid Line Projection)
Pays: 78:00 (75:00 Guarantee + 3:00 Open Time)
7. If sufficient Reserves, as determined by Crew Scheduling, are available, the drop shall be approved. If not, pairings that lineholder(s) wish to drop may be made available for pick up through "HIPOST" or placed in "HIBOARD" by the Flight Attendant for information purposes.
8. Next-day transactions will close each day at 1200 noon CT.

L. Out of Base Transactions

1. All manual transactions for out of base pick-ups will be processed on a first-come, first-served basis along with in-base manual transactions.
 - a. Any Flight Attendant awarded out of base flying shall be provided with the following four (4) options:



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- i. Positive space travel the day before, hotel/duty time do not apply.
 - ii. Positive space travel to pairing on day of the assignment.
 - iii. Standby Travel the day of the assignment if positive space is not available.
 - iv. Pairing awarded without positive space travel.
- b. Once a Flight Attendant is awarded out-of-domicile flying, she/he shall be considered based in that domicile for the duration of that pairing and all provisions of the contract shall apply.
 - c. If the Flight Attendant is given positive space on a flight that is ultimately delayed or cancels and causes the Flight Attendant to report late or misconnect for any portion(s) of the out-of base pairing, she/he shall not be pay protected for any portion of the pairing not worked due to the travel disruption. The Company shall remove the attendance occurrence provided the commuting flight was scheduled to arrive prior to the check-in time of the out-of-base pairing.
 - d. It is understood that a Flight Attendant may trade a pairing or engage in an optional exchange with a Flight Attendant from another base and she/he shall be responsible for transportation to and from the pairing.

M. Order of Assignment of Flying that Becomes Available

1. Time which becomes open subsequent to 1400 CT for the next day's operation:
 - a. At the beginning of each shift, Crew Scheduling will print a list of available reserves in time balancing order (least accrued time to most accrued time), except the first day of the bid period when Flight Attendants will be placed on the list in seniority order. This list is currently known as the "N6DF" list. It is Crew Scheduling's equivalent to the Flight Attendant HI33 list. The Crew Scheduler filling the open time will follow the order of the list (least accrued time to most accrued time) as nearly as possible to assign the open positions in time balancing order.
2. Time which becomes open on the day of operation:
 - a. At the beginning of each shift, Crew Scheduling will print "N6DF" list of all available reserve Flight Attendants in time balancing order (least accrued to most accrued time) except the first day of the bid period when Flight Attendants will be placed on the list in seniority order.



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- b. The entire group of Flight Attendants who may be available for the assignment is then broken into three (3) groups:
 - i. Lineholder and Reserve Flight Attendants who have “lost” flying in some manner (e.g. downgrade, cancellation, misconnect)
 - a) Late arriving Flight Attendants using the Commuter Policy who have lost one or more round pairings;
 - b) Flight Attendants who have lost time due to a Downgrade;
 - c) Flight Attendants who have lost time due to a cancellation or misconnect.
 - ii. Volunteer/Make-up List
 - a) This list consists of Flight Attendants who have called Crew Scheduling to inform that they would like to pick up additional time and are available for assignment on that particular day.
 - iii. Reserve Flight Attendants
 - a) At home Reserve Flight Attendants for whom there is at least two (2) hours call out time available;
 - b) Reserves already on a pairing whose legalities may permit the assignment of additional time;
 - c) Airport Standby Reserves
 - c. Each of these groups is treated as a separate “bucket”. This means that when a Crew Scheduler desires to fill an unassigned position, she/he will begin by evaluating all the Flight Attendants in Bucket #1. If no Flight Attendant is available for assignment, she/he will proceed to Bucket #2. If still no Flight Attendant is available for the assignment, the Scheduler proceeds to Bucket #3.
 - d. Assignments made in Bucket #3 will be given in the order listed above to legal and available Reserves in accordance with Section 9.
 - e. Based on the needs of the Company's operation, the Crew Scheduler retains discretion to adjust the order of assignments to more neatly fit within the legalities of the group of Flight Attendants legal and available for assignment(s).
 - f. If following procedures, and if time still remains open, Crew Scheduling will employ the Junior Manning/Extension Procedures according to paragraph N. of this Section.
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N. Extensions and Junior Manning

1. Extensions
 - a. Prior to extending a Flight Attendant, the Company will first attempt to fill the uncovered time with Flight Attendants on the volunteer list in N.3. below.
 - b. No lineholding Flight Attendant or Reserve flying OT will be extended if there are any reserves, including standby reserves, who are legal and available to fly the assignment and Crew Scheduling has attempted to contact Flight Attendants on the Volunteer List in N.3. below.
 - c. A lineholding Flight Attendant or Reserve flying OT may be extended at the end of her/his pairing but such extension shall be limited to one turn (i.e. one leg out of and one leg back to domicile). Such extended flying assignment must be scheduled to depart within two (2) hours of the Flight Attendant's last scheduled arrival in domicile.
 - d. Extensions which require an overnight will return the Flight Attendant to domicile as soon as possible but not later than eighteen (18) hours after the scheduled arrival time of her/his original pairing (prior to extension).
 - e. When it is necessary to extend a Flight Attendant, the most junior, legal and available Flight Attendant shall be the Flight Attendant extended.
 - f. A Flight Attendant who is extended will be released into rest upon her/his next arrival at base and will be pay-protected for any pairing(s) missed due to her/his extension. A Flight Attendant may, at her/his option, request additional extensions at the end of an extension.
 - g. However, with the mutual concurrence of Crew Scheduling, a Flight Attendant may elect to waive the required rest referenced in paragraph N.1.f. above and fly the flights from which she/he would have been removed due to the extension rest requirement. Should the parties concur in the waiver, any flight(s) from which the Flight Attendant would have been removed due to the rest requirement, but which she/he will now fly, will be paid at the Extension rate of pay.
 - i. Crew Scheduling will contact the Flight Attendant the night prior in accordance with the rest provisions in Section 7 and give her/him the option to fly or be put into rest upon arrival at



domicile. If they are unable to make positive contact, the default will be to put the Flight Attendant into rest as specified in paragraph N.1.f.

- ii. If no positive contact has been made and if the flights have not been assigned out, the Flight Attendant may still request to fly them. If the flights have been assigned out, then there is no obligation on the part of the Company to give the flying back.

2. Return to Domicile Extensions (JP) (Ref. Section 4, [pg 2](#))

- a. A Flight Attendant whose return to domicile flight has cancelled, is worked by another Flight Attendant or is worked by no Flight Attendant (e.g. a maintenance ferry flight) such that she/he cannot be returned to domicile prior to the originally scheduled arrival time of the last flight of the pairing may be "Return to Domicile Extended".
- b. Such "Return To Domicile Extension" shall be limited to one flight or, if not possible, the most direct routing to domicile from the station at which the Flight Attendant's "Return To Domicile Extension" commences. Additionally, the Flight Attendant must be returned to domicile no later than eighteen (18) hours after the scheduled arrival time of her/his original pairing, prior to the "Return to Domicile Extension". However, if this is not possible, the Flight Attendant shall be returned to domicile on the earliest Company or network carrier flight.
- c. Flight(s) flown pursuant to the "Return to Domicile Extension" will be paid and credited at two hundred percent (200%) of the Flight Attendant's applicable hourly rate for all hours, or a minimum of four (4) hours paid at the Flight Attendant's hourly rate, whichever is greater, and paid above the guarantee as set forth in Section 4 of this Agreement.
- d. A Flight Attendant will be pay protected for any pairing(s) missed due to her/his "Return to Domicile Extension".
- e. A Flight Attendant may, at her/his option, request additional extension at the end of a "Return to Domicile Extension".
- f. In the alternative, a Flight Attendant may ask to be released from duty prior to the "Return to Domicile Extension". Approval for such release will be within the discretion of Crew Scheduling. It is understood that a release from duty within the context of this paragraph cannot be involuntary on the part of the Flight Attendant, but must be by mutual agreement between the Flight Attendant and Crew Scheduling.



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- g. At her/his option, a Flight Attendant may waive her/his right to rest following a “Return To Domicile Extension” and all provisions as provided for in N.1.f. and g. above, shall apply.
3. Junior Manning
- a. Junior Manning is the assignment of flying to a Flight Attendant on her/his day off. A Flight Attendant may not be junior manned more than thirty-six (36) hours in advance. Additionally, junior man assignment(s) shall be limited to a single day (which may or may not include an overnight) and the Flight Attendant will be released, provided there are more junior, legal and available Flight Attendants, at the first instance where the pairing transits her/his domicile the day following the junior man assignment. When a Flight Attendant is junior manned into a bridge pairing, she/he will be released, provided there are more junior, legal and available Flight Attendants, at the first instance where the pairing transits her/his domicile.
 - b. If, after awarding time that is open in M. above, uncovered flying remains, it will be assigned in the order below. If a Flight Attendant is Junior Manned, notification must be made by positive contact by a Crew Scheduler or by a member of management with the individual Flight Attendant.
 - i. Volunteer Junior Manning List.
 - ii. Most junior, legal and available reserve going into a day off with the least number of credited time balancing hours in domicile per Section 9.C.4.e.
 - iii. Most junior available Flight Attendant in domicile on a day off.
 - iv. Most junior available Flight Attendant from another domicile on a day off.
4. The Company will maintain a junior man/extension log for no less than ninety (90) days which will include the following information:
- a. The name and contact number of the person contacted or which management attempted to contact, noting the status of the individual pursuant to N.1. of this Section.
 - b. The date and time the call was made.
 - c. The result of the call.

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



5. Volunteer Extension and Junior Manning List

The Company shall maintain a list of Flight Attendants volunteering to be extended or junior manned. Such list will be accessible to the Association. A Flight Attendant may add her/his name to the volunteer list at any time and may remove her/his name from the volunteer list at any time prior to being contacted for pairing assignment. A Flight Attendant who has not removed her/his name from the Volunteer List prior to being contacted for assignment is obligated to accept such assignment. Junior manning / extension assignments will be made available to Flight Attendants on the volunteer list in seniority order.

6. Premium (JM / EX / JP)

Flight Attendants who are junior manned or extended, whether from the volunteer list or involuntarily, will receive pay and credit at two hundred percent (200%) of her/his applicable hourly rate for all hours, or a minimum of four (4) hours paid at the Flight Attendant's hourly rate whichever is greater, and paid above the guarantee as set forth in Section 4 of this Agreement. Should the pilots receive an increase in Junior Manning pay, the same increase shall apply to Flight Attendants and shall be paid above guarantee.

- a. Flight Attendants who experience an extended delay such that they are put into rest and work or deadhead on the same flight back to domicile on the next day (which is their day off) shall be considered to have been Junior Manned and will receive pay and credit for all work performed on their original day off in accordance with this Section.
- b. If a Flight Attendant has to be removed from flying in her/his line due to a conflict with the junior manning assignment or extension to be put into rest, she/he shall be pay protected and credited for all time lost in addition to the junior manning/extension pay. In accordance with 8.N.1.g. above, the Flight Attendant may waive her/his right to rest and fly the flights from which she/he would have been removed due to the extension rest requirement. Any flight from which the Flight Attendant would have been removed due to the rest requirement, but which she/he elects to fly, will be paid in accordance with this Section.
- c. Additionally, if the junior manning assignment or extension causes the Flight Attendant to lose time from her/his line due to a conflict, she/he shall be pay protected and credited for all time lost in addition to the junior manning/extension pay.
- d. In no event shall a Flight Attendant receive less pay than if she/he had actually flown the flying lost. For example, in the event that the flying lost in b. and c. above, is OT flying, such flying shall be pay



protected and credited in accordance with Section 4.F. Additionally, if the flying lost was a pairing voluntarily picked up from the junior manning list, then such pairing will be pay protected and credited in accordance with this Section.

7. Limits

- a. A Flight Attendant will not be junior manned and/or extended more than three (3) times in any bid period, unless she/he agrees otherwise.
- b. Furthermore, a Flight Attendant will not be junior manned and/or extended more than twelve (12) times in any calendar year without her/his consent.
- c. For the purposes of the limits set forth above, a junior manning or extension that extends from one bid month into a new bid month will be counted in the new bid month.
- d. A Flight Attendant who elects to invoke the monthly and annual limit described above may notify Crew Scheduling at the time of, during, or any time after the 3rd monthly or the 12th annual junior manning/extension. The Flight Attendant will remain subject to junior manning/extension until such time as she/he so notifies Crew Scheduling. If a Flight Attendant does not invoke the limit until being contacted for the 4th monthly/13th annually or greater junior manning/extension, she/he must fly that assignment but will not be subject to any further junior manning/extension.
- e. Additionally, a Flight Attendant will not be junior manned or extended to sit reserve and will not be junior manned or extended into an assignment which causes a conflict with any other provision of this Agreement.
- f. If there are any reserves available (on RAP, ending a pairing, not yet started a pairing, on airport reserve, etc.) to the Company in a domicile, the Company shall not junior man/extend any Flight Attendant in that domicile.

8. "Critical Coverage"

The Director of Crew Scheduling/Planning, or her/his designee, may declare days of known staffing shortages as Critical Coverage Days. Such declaration will be made on a domicile by domicile basis, as far in advance as possible and once made such declaration may not be revoked. Any Flight Attendant who picks up Open Time scheduled to operate on such day(s), or who has previously picked up Open Time scheduled to operate on such day(s), will be entitled to the Critical Coverage premium of one hundred fifty percent (150%), paid above the



guarantee, in addition to all other premiums set forth in this Agreement. This provision is intended to allow the Company to cover known short-term staffing irregularities.

- a. Flight Attendants will be credited with this premium pay for all leg(s) scheduled to operate on the date(s) declared as critical coverage, whether actually flown or cancelled, when the leg(s) was/were awarded as Open Time (OT).

b. Super Critical Coverage

- i. In addition to the Critical Coverage provision above, the Company may designate any day(s) whereby awarded Open Time shall be paid above guarantee at a rate of 300% of a Flight Attendant's flight hourly rate. Any day(s) designated to be paid at a rate of 300% will be referred to as Super Critical Coverage day(s). The Company may designate specific Super Critical Coverage day(s) for specific domicile(s). All Company designations of Super Critical Coverage are final and binding as to the designated day(s).
- ii. When a Flight Attendant is notified of a junior man or extension for flight(s) on a day when Super Critical Coverage is in effect, the Flight Attendant may notify Crew Scheduling within three (3) days to convert such assignment to a voluntary Super Critical Coverage assignment. When such notification to Crew Scheduling occurs, the Flight Attendant's assignment will be converted to a voluntary Super Critical Coverage assignment, and the Flight Attendant shall be paid above guarantee at a rate of 300% of the Flight Attendant's flight hourly rate for the day(s) designated as Super Critical Coverage.
See Side Letter III.

O. Displacements and Downgrades

1. When a Flight Attendant is displaced from scheduled flights by the Company, such displaced Flight Attendant will be released from duty and paid and credited as if she/he had flown the pairing.
2. If a flight is downgraded resulting in the assignment of a lower number of Flight Attendants, the more senior Flight Attendant(s), will get to choose whether or not to work the pairing. A Flight Attendant who is released from such an assignment may be assigned to new flying so long as the new assignment is made within two (2) hours after her/his release from the downgraded aircraft and so long as that pairing is scheduled to return to base within two (2) hours of her/his original return time. If assigned to new flying, the Flight Attendant will be paid and credited in accordance with the provisions of Section 4 of this Agreement.



3. If the downgrade occurs at a station other than the Flight Attendant's domicile, the Flight Attendant who opts not to work the downgrade will either be positioned to pick up her/his pairing at the point the original equipment is restored or returned to her/his domicile.
4. If the downgrade occurs on the last turn of the pairing, and the Flight Attendant removed from the pairing is not assigned new flying, the Flight Attendant, upon mutual consent from the Company, may be released from duty. If released, the Flight Attendant will be pay protected for the value of such pairing.
5. The provisions of O.1., 2., 3., and 4. above shall also apply in cases of double coverage of a position/pairing.

P. Bid Period Transition Assignments

1. The bid period transition occurs when a Flight Attendant's pairing from the current month's bid period continues into the following month's bid period. The bid period transition shall consist of no more than the first four (4) days of the bid period.
2. Pairing information packages will provide each pairing that will be modified for transition. These "carry-in pairings" will not have flying added to increase the number of schedule days on duty or increase the original off-time by more than two (2) hours. For building of the following month's schedule, PBS will use the hours from the pairing information package for the specific carry-in pairing.
3. A Flight Attendant awarded a line of flying containing a transition pairing will complete that transition pairing into the following bid period.

Q. Crew Scheduling Recording

1. A phone recording shall be used to tape all telephone conversations between Crew Scheduling, all other departments performing crew scheduling activities, and Flight Attendants. The phone recording system shall provide a method of indication of the time, date of calls and numbers called.
 - a. Such recording shall be kept for a minimum of sixty (60) days and shall be made accessible to each Local President/designee upon request. If for any reason, a recorded conversation, or part of it, is missing, erased or is otherwise inaudible, a prompt review of the incident in question will be conducted by the Director of Crew Scheduling upon request from the respective Local Association President/designee. The Company may not use a damaged or incomplete tape as evidence against a Flight Attendant. Furthermore, in the case of a disagreement between a Flight Attendant and the Company, if a requested tape is missing, damaged or otherwise incomplete, the Flight Attendant's position will be judged to be vindicated.



- b. The Company will make the recording(s) available to the Union within seven (7) days of request.
2. Recordings will be reviewed by the Company only for cause and not randomly reviewed for the purpose of discovering Flight Attendant misconduct.

R. Deadheading

For the purposes of this Agreement, all time spent deadheading/positioning under the direction of the Company will be considered duty-time and will be compensated in accordance with Section 4 (Compensation) of this Agreement.

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

S. Association Committees

1. Pairing/Reserve Construction Committee:
 - a. The Association will establish a Pairing /Reserve Construction Committee consisting of at least one representative from each Domicile that will meet with the Company for the purpose of



developing cooperative and efficient flight operations, including input and suggestions with respect to pairings and line construction as applicable to each base's unique operations.

- b. The Association Pairing/Reserve Construction Committee shall meet or coordinate with the Company each bid period, or more frequently by mutual agreement, to discuss the subsequent month's pairings and line construction.
 - c. The Pairing/Reserve Construction Chairperson and/or the Domicile representatives will be afforded the opportunity to provide input during the pairing construction process. After completion of the "daily solution", the Chairperson and/or Domicile representatives shall be provided no less than twenty-four (24) hours to review and provide recommendations. Recognizing that some pairing(s) which are otherwise legal, may present problems such as delivery of service difficulties, the Committee Chairperson and /or Domicile reps will be given reasonable consideration in the final construction of pairings.
 - d. Once per quarter, the Company will meet with representatives from each domicile and the Pairing/Reserve Construction MEC Committee Chair to discuss planning issues, projections, staffing, or any issues impacting quality of the schedule/operation.
2. PBS Implementation Committee:

The Joint PBS Committee (JPBSC) shall be composed of a minimum of two (2) members from the Company and minimum of two (2) members from the Association. The Association members shall have continuing PBS involvement as part of the Pairing Construction Committee. The Company will consult with the JPBSC on all significant matters regarding implementation of PBS as well as any future enhancements or changes before making decisions regarding such matters. [SL- N]

T. General

1. The Company will maintain a standard method of notifying Flight Attendants if scheduled departure time is appreciably delayed or if the flight is canceled. Flight Attendants will be notified as far in advance as possible, consistent with circumstances and the provisions of this Agreement.
2. A Flight Attendant who is unable to report for duty will notify Crew Scheduling as far in advance as possible. The Flight Attendant is required to follow up with her/his Flight Service Manager.



3. The Company will agree to meet with the Union quarterly to address Crew Scheduling concerns.
4. The Company will not select new scheduling software without the input of AFA.
5. A Flight Attendant shall not be required to keep the Company informed of her/his whereabouts while on days off or vacation.



SECTION 9: Reserve

- A. A Reserve Flight Attendant is one who does not hold a regular flying assignment and whose function is to be available to perform any open flying not flown by Flight Attendants holding a line of time. A Reserve shall either be “At Home Reserve” or “Airport Reserve.”

B. Reserve Periods

1. Flight Attendants who are on reserve duty will be notified of a Reserve Availability Period (RAP) for each day of reserve duty, except when assigned a multi-day pairing. Such RAPs will include an on-call period of no more than fifteen (15) hours. A RAP is not considered to be duty time. Standard RAPs will be published in the monthly bid package. RAPs may be adjusted by the Company due to operational necessity.
2. A Flight Attendant may bid for monthly airport reserve on her/his pre-bid option, for example S-1, S-2, S-3, etc. which is an airport-on-duty period of no more than eight (8) hours.
3. A Flight Attendant on reserve duty may request a release from a reserve day. When Crew Scheduling determines there is adequate reserve coverage such release may be granted.
4. A Reserve not assigned for duty will be released after all departures from that domicile on that last day of her/his scheduled reserve pairing. A Flight Attendant may be released earlier with the concurrence of Crew Scheduling.

C. Reserve Assignments

1. Processing for the first day of each bid period, Reserve Flight Attendants in each domicile will be placed on one list in seniority order.
2. For the remaining days in each bid period, Reserve Flight Attendants in each domicile will be placed on one list in the inverse order of accumulated credited hours for the month, i.e. least time flown is first on the list. For purposes of placement on the list, the following shall be used:



- a. In addition to other credited time (such as block time), the following time marked by the below removal codes will be credited after it occurs:

BR – Bereavement Pay	SA – Special Assignment
CI – Critical Incident	SF – FMLA use Sick Pay
CD – Career Decision Day	SK – Paid Sick
DR – Restricted Duty	SR – Sick Reserve Paid
F6 – V6 due to FMLA (next year)	TD – Travel Day
ID – Injury on Duty	TR – Training
IS – Injury Sick	V6 – Paid Vacation Day
JD – Jury Duty	VC – Vacation
PM – Paid Move Day	VF – FMLA use Vacation Pay
PU – Paid Union	WP – Paid Witness
PW – Pay withheld	* additional codes as identified

- b. If two (2) or more Flight Attendants have the same amount of credited time, then they will be placed on the list in seniority order and assignments shall be made in seniority order.
3. Between the hours of 1000 and 1400 CT Reserve Flight Attendants will have the opportunity to preference specific pairings, RAPs, uncovered Airport Reserve Periods, and full and partial releases, if any, for the following day. Such preferences must fall within the Reserve's scheduled days of availability but need not cover all days of availability.
4. By 1800 CT, Crew Scheduling will assign all known Airport Reserve Periods, RAPs and open time pairings that are scheduled to depart the next day. Such assignments will be made as follows:
- a. For the first day of the bid period, Crew Scheduling will go down the reserve list in seniority order, assigning pairings based on Flight Attendant preferences. After the awarding of preferences in seniority order, assignments remaining shall be assigned in inverse seniority order. Crew Scheduling will use its best efforts to honor Flight Attendant preferences but not to the extent that so doing would force another Flight Attendant to work on a day off.



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- b. For each of the remaining days in the bid period, Crew Scheduling will process reserve assignments in Least Time Accrued Order assigning pairings first, followed by Airport Reserve and then RAPS based on Flight Attendant preferences. Crew Scheduling will use its best efforts to honor Flight Attendant preferences but not to the extent that so doing would force another Flight Attendant to work on a day off.
 - c. A Reserve Flight Attendant who does not express any preferences, or who cannot be awarded any of her/his preferences, will be assigned flying, Airport Reserve or RAP in accordance with her/his position on the list as provided for in Section 8.M.
 - d. Between the hours of 1800 and 2200 CT, a Reserve may determine her/his flying assignment via either AVRS or DECS (or its equivalent). However, only AVRS will confirm receipt of the flying assignment.
 - e. If it becomes necessary to assign available reserve(s) (in accordance with Section 8.N.3.) to a multi-day pairing, yet there are no reserve Flight Attendants available for more than one day, the Company will fill the assignment in conformity with the time balancing procedure (it shall be given to the Flight Attendant(s) with the least amount of hours) and the pay shall be in accordance with 9.J.
 - f. In the event C.4. is not completed, the following provisions shall apply:
 - i. If the assignments are made between 1801 and 1815, the affected Flight Attendants will be paid thirty minutes (:30) of flight pay at the rate they would earn on the affected day. These monies will be paid above guarantee.
 - ii. If the assignments are made at 1816 or later, the Flight Attendants will be paid one (1) hour of flight pay at the rate they would earn on the affected day. These monies will be paid above guarantee.
5. A Reserve will be notified of a duty assignment as far in advance as practical in accordance with the time limits prescribed in paragraph C.4., above.
 6. At the conclusion of a single-day assignment in her/his base, a Reserve Flight Attendant will be required to call Crew Scheduling for release prior to leaving the airport. If she/he is not given another flight assignment she/he will be released into either a rest period, at-home reserve for the remaining RAP or at home for the remainder of the 14-hour duty period.



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7. At the conclusion of a multi-day assignment in her/his base, a Reserve Flight Attendant will be required to call Crew Scheduling for release prior to leaving the airport. If she/he is not given another flight assignment she/he will be released into a rest period.
- D.
1. A Reserve Flight Attendant may utilize a cellular telephone for the purpose of contact while on reserve. It is the responsibility of the Flight Attendant to maintain her/his cellular telephone in working order and to ensure that Crew Scheduling is provided with a working number.
 2. Reserve Flight Attendants, excluding Airport Reserves while on Airport Reserve Duty, will have fifteen minutes (:15) to respond to a telephone message and such time will be included in the call out time.
 3. RAP commuting – See Side Letter HHH.
- E.
- The minimum reserve call-out period will be two (2) hours prior to check-in time.
- F.
- At hub domiciles, Flight Attendants on reserve may be assigned to Airport Reserve at the airport up to eight (8) hours on each of the scheduled reserve days. The Airport Reserve may be assigned to a pairing(s) or portions of a pairing(s) scheduled to depart no later than forty-five minutes (:45) after the end of said “Airport Reserve Period” provided, however, that clean, comfortable, quiet, and secure facilities are available at the airport for the exclusive use of crewmembers on “Airport Reserve”. The forty-five-minute (:45) window of assignment is illustrated in the examples at the end of this Section.
1. Airport Reserve time is duty time. A Flight Attendant assigned to Airport Reserve will receive per diem from report time to release time.
 2. A Flight Attendant serving an airport reserve duty period and who actually flies, shall receive credit for the greater of any time flown or the value of the day as an operational pay credit and for time balancing purposes.
 3. A Flight Attendant serving an airport reserve duty period who does not receive a flight assignment shall receive the value of the day as an operational pay credit and for time balance purposes. The minimum time balancing credit for each day shall be the value of the day.
 4. A Flight Attendant who would be on a scheduled day off the day following a PM Airport Reserve assignment could face the possibility of being unable to return to her/his domicile prior to her/his scheduled day off. Therefore, in order to assign a reserve Flight Attendant to PM Airport Reserve, that Flight Attendant must have been originally scheduled to be on reserve the day following the PM Airport Reserve commitment, unless there are no other reserve Flight Attendants available.
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5. At the completion of the Airport Reserve period, the Flight Attendant shall be released from reserve duty for the remainder of the day.
 6. Assignments among Airport Reserves will be made in least time accrued order, not including time flown during the airport period. However, if two (2) or more Flight Attendants on the same Airport Reserve period have the same amount of credited time, assignment will be made in inverse order of seniority. If there are Flight Attendants on overlapping Airport Reserve periods, a Flight Attendant on the earlier period shall be given the assignment, in accordance with the above, provided that she/he is legal and available for the assignment.
 7. The Association shall have the right to confer with designated Company representatives concerning Airport Reserve matters.
 8. Once an Airport Reserve begins an Airport Reserve assignment, any additional assignments must be made within the parameters of Section 9.F.
- G. Once a Reserve Flight Attendant has been given a pairing assignment she/he will be required to remain available for immediate flight assignment during her/his RAP.
- H. A Reserve Flight Attendant who voluntarily picks up Open Time on a day off will be paid and credited above the minimum monthly guarantee in accordance with Section 4 of this Agreement. Such pick-ups from Open Time will be approved unless the scheduling of such pairing will affect the Flight Attendant's availability on her/his regularly scheduled reserve days (i.e. insufficient rest or seven-day conflict). Any Reserve Flight Attendant awarded an OT pairing shall be considered as a line holder and all provisions and protections of this Agreement shall apply.
- I. If, on a reserve day that is followed by a day(s) off, the last scheduled leg(s) of a reserve flight assignment is a deadhead/position leg(s), a Reserve Flight Attendant may request to be released from duty prior to such scheduled deadhead/position leg. Such request will be granted or denied at Crew Scheduling's discretion. Such consent shall not be unreasonably withheld.
- J. If a Reserve Flight Attendant receives a duty assignment that extends into a scheduled day off, she/he will be considered, for pay purposes, to have been junior assigned on the scheduled day off.
- K. A Reserve Flight Attendant may request to "slide" the beginning or end of her/his block of reserve days and such requests will be granted to the extent that it does not compromise reserve coverage.

Examples for F: Airport Reserve Assignment in the forty-five-minute (:45) window at the end of an Airport Reserve shift



1. The commencement of a work assignment does not negate the scheduling parameters of the Airport Reserve Period or the requirement to remain available as an Airport Reserve until the completion of the Airport Reserve Period. For example:
 - a. A Flight Attendant is scheduled for an Airport Reserve Period from 1200 until 2000. The first leg of any work assignment or assignments must be scheduled to depart no later than 2045.
 - b. At 1230, an Airport Flight Attendant receives a work assignment scheduled to depart at 1300. The pairing involves a one hour leg out from the domicile, one hour on the ground and a one hour leg back to domicile. The Flight Attendant returns at 1600. This Flight Attendant may be assigned to additional flying. In the event the Flight Attendant receives an additional assignment, the assignment or assignments must conform with the Airport Reserve Period scheduling parameters. For purposes of this example, the first leg of any subsequent assignment or assignments made during the Airport Reserve Period must be scheduled to depart no later than 2045.

2. This clarification prohibits a situation in which a Flight Attendant completes an assignment within the Airport Reserve Period, returns to Airport reserve and subsequently has new flying added to the original pairing, yet is scheduled to depart following completion of the forty-five-minute (:45) period. This would not constitute a “legal” assignment. As an additional example:
 - a. A Flight Attendant is scheduled for an Airport Reserve Period from 1200 until 2000. The first leg of any work assignment or assignments must be scheduled to depart no later than 2045.
 - b. At 1230, an Airport Flight Attendant receives a work assignment scheduled to depart at 1300. The pairing involves a one hour leg out from the domicile, one hour on the ground and one hour leg back to domicile. The Flight Attendant returns at 1600.
 - c. An Airport Reserve Flight Attendant may not subsequently have additional new flying added to the original pairing (which commenced with the 1300 departure) unless that additional new flying is scheduled to depart no later than forty-five minutes (:45) following the completion of the Airport Reserve Period. For purposes of this example, that would be 2045.



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3. Additional new flying may not be added to an original pairing if the additional new flying is scheduled to depart after forty-five minutes (:45) following the conclusion of an Airport Reserve Period. For example:
 - a. A Flight Attendant is scheduled for an Airport Reserve Period from 1200 until 2000. The first leg of any work assignment or assignments must be scheduled to depart no later than 2045.
 - b. At 1230, an Airport Reserve Flight Attendant receives a work assignment scheduled to depart at 1300. The pairing involves a one hour leg out from the domicile, one hour on the ground and one hour leg back to domicile. The Flight Attendant returns at 1600.
 - c. Additional new flying that was not part of the original pairing assigned may not now be assigned to the Flight Attendant if the first leg of the additional new flying is scheduled to depart later than forty-five minutes (:45) following the conclusion of the Airport Reserve Period. If the additional new flying assignment is scheduled to depart at 2046 or later, it does not become a legal assignment merely by adding it to the pairing number of the original pairing assigned during the Airport Reserve Period. The additional new flying scheduled to depart following the forty-five-minute (:45) period can only be legally assigned if assigned as part of the original pairing at the time the original pairing was assigned.



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SECTION 10: Vacation

A. Vacation Accrual

1. A Flight Attendant shall receive vacation in accordance with the table below and the accrual provisions outlined in Section 20.C. Benefits Qualification.

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

2. Individual Flight Attendant accruals will be posted on the Company website prior to the vacation bid.

B. Annual Vacation Bid

1. The Company shall allocate sufficient vacation periods at each domicile to cover the amount of vacation to be bid at that location. All weeks of the vacation calendar year will be made available for vacation bid.
2. New hire Flight Attendants who are on active status for less than a full year by Dec 31st will be entitled to bid for all vacation projected to be accrued by December 31st. The amount of vacation days eligible for bid will be determined as follows:
 - a. Vacation for new hire Flight Attendants who go on payroll prior to June 30th shall be determined in the following manner:

Using the total number of qualifying hours projected to be credited by December 31st, and the total number of months of active service, the chart in Section 20.C.3. (Qualifying Hours for Full Benefits column) will indicate the number of prorated days of vacation for which the Flight Attendant is eligible to bid. Each month of vacation accrual is worth 1.167 days of vacation and will be rounded up to determine the full amount of eligible vacation days.

For Example: A Flight Attendant hired on May 15th is projected to be credited with 550 hours and will be active for eight (8) months by December 31st. The Chart in Section 20.C.3. indicates that she/he has qualified for Full Benefits Accrual for her/his eight (8) months of active service. To calculate the amount of vacation for which the



Flight Attendant may bid on October 1st, the number of qualifying months will be multiplied by the monthly vacation accrual (1.167 days/month).

$$\begin{aligned} &8 \text{ (months)} \times 1.167 \text{ (days of vacation)} = \\ &9 \text{ days of vacation for which the Flight} \\ &\text{Attendant may bid.} \end{aligned}$$

- b. Vacation for new hire Flight Attendants who go on payroll after June 30th shall be determined in the following manner:
 - i. The amount of vacation bid in the Flight Attendant's year of hire will be determined as set forth in B.3.a. above.
 - ii. The amount of vacation bid in the year immediately following the Flight Attendant's year of hire will be determined by the number of months of active service during the "period of accrual" (July 1st - June 30th). The chart in Section 20.C.3. will indicate the number of hours the Flight Attendant must accrue, given the number of active months she/he served, in order to qualify for the full vacation accrual of two (2) weeks, in accordance with A.1. above. Such vacation will be bid in the qualifying year and taken in the following year.
 - iii. For Example:
 - a) A Flight Attendant hired in October, 2012 is projected to be credited with 225 hours by December 31st and will be in active service for three months. According to the chart, she/he qualifies for three months' worth of vacation days accrual to be taken in 2013: $3 \text{ (months)} \times 1.167 \text{ (days of vacation)} = 4 \text{ days of vacation}$.
 - b) The same Flight Attendant's vacation accrual to be bid in 2013 and taken in 2014 will be determined in the following manner: The Flight Attendant need only be credited with 405 hours by June 30th, 2013 in order to qualify to bid her/his full two (2) week vacation accrual, in accordance with A.1. above. The qualifying period for this Flight Attendant is October 2012 - June 2013, which is nine (9) months. For full benefits accrual, the chart indicates that a minimum of 405 hours must be accrued.
3. New hire Flight Attendants with additional "Company Seniority" shall have their first year's vacation accrual determined in accordance with Side Letter J.
 4. Vacation awards will be posted on the Company website.



C. Scheduled Vacation Blocks

Vacation blocks will consist of seven (7) days and run from Saturday to the following Friday. A Flight Attendant must bid for an entire vacation block unless she/he does not have sufficient vacation accrued in order to provide for an entire vacation block, in which case she/he will bid for a block in which vacation will begin on the date such Flight Attendant requests and end until her/his vacation is up or Friday, whichever comes first. In the event that the Flight Attendant does not designate a start date for a vacation block of less than seven (7) days, the vacation start will default to the first day of the vacation block. A Flight Attendant may bid for a vacation period of up to five (5) consecutive vacation blocks.

D. Vacation Pay

	Effective January 1, 2016
Value of Vacation Week (min)	21 hours (21:00)
Value of Vacation Day within a block (min)	3 hours (3:00)

1. A Flight Attendant holding a line of time who is relieved of flying duties for vacation shall, for pay purposes, be credited for the greater of value of the vacation week (7 days) in accordance with the table above for the scheduled vacation or the amount of scheduled flight time of the pairing(s) or portions thereof, but not the touching leg(s) outside of the vacation period, from which relieved by Crew Scheduling due to conflicts created by the scheduled vacation period. In the event that the Flight Attendant is scheduled for a vacation period of less than one week (7 days) the amount of vacation pay stated above shall be prorated accordingly.
2. A Reserve who is relieved from duty for vacation shall be credited with the greater of the value of the vacation week (7 days) for the scheduled vacation in accordance with the table above or for the value of the vacation day, for each duty day within the scheduled vacation period. In the event that the Reserve Flight Attendant is scheduled for a vacation period of less than one week (7 days) the amount of vacation pay stated above shall be prorated accordingly.
3. A Flight Attendant who is scheduled for vacation may indicate via the PBS website her/his intention to fly on some or all of her/his vacation block per the bidding time-line as found in section 8.B.6. Flight Attendants who elect vacation fly-through will be paid the greater of the flying awarded over the days elected as fly-through or the value of vacation hours elected as fly-through.



Example A:

A Flight Attendant is awarded a 20 hour fly-through pairing within a 7-day vacation block. She/he will be credited with 1 hour of "VCWKMIN", which is additional credit to bring her/his pay credit up to the minimum of 21 hours for a 7-day block of vacation. The 20 hours of fly-through are also treated as an OT award above guarantee/adjusted guarantee.

Example B:

A Flight Attendant is awarded a 22 hour fly-through pairing within a 7-day vacation block. In this case there is no "VCWKMIN" as the awarded fly-through trip is greater than the minimum pay credit of 21 hours. The 22 hours of fly-through are also treated as an OT award above guarantee/adjusted guarantee.

Example C:

If no VC fly-through pairings are awarded, then the pay system will credit the bid line with the minimum pay credit of 21 hours (3 hours per vacation day). No above guarantee credit will be paid as no flying was awarded within the vacation block.

E. Vacation Bidding and Awarding

1. Vacations shall be granted in order of seniority at each domicile in accordance with the Company Flight Attendant seniority list at each domicile.
2. By October 1st of each year, the Company shall post, at each domicile, the projected number of vacation days that each Flight Attendant at that domicile has accrued and available for bid for the following year.
3. At the same time, the Company will post on the Company website and in the crew room, all of the vacation block periods available for bid at each domicile for the annual vacation bid. Such posting will also include the number of slots available to be awarded on each block for the annual vacation bid.
4. All bids will be accepted up to 1200 noon CT on the closing date of November 1st. A Flight Attendant who is on a leave of absence or who is otherwise not reporting at her/his assigned domicile, may submit her/his bid electronically (e.g. e-mail) or by submitting a hard copy via fax, mail, overnight delivery, etc. to her/his Flight Service Supervisor for submission in the vacation bidding pool. The vacation schedule will be awarded by 1200 noon CT November 15th in accordance with seniority at each domicile, and the results will be posted electronically.



5. A Flight Attendant who does not bid by the designated deadline will be assigned after all other vacation block periods have been awarded, in accordance with the Flight Attendant seniority list at each domicile, to the latest available vacation periods as determined by the Company.

F. Changing of Vacation Period

1. Vacation Trades

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

- a. Vacation blocks traded must be of the same length and must be by mutual consent of the Flight Attendants involved;
- b. Proposed vacation trades must be submitted to the Company by 1200 noon CT on the seventh (7th) day of the month preceding the first vacation period of the proposed trade.

2. Vacation Moves

A Flight Attendant may request to move her/his vacation block(s) in its entirety to another posted vacation block, in her/his current domicile, within the vacation calendar year. All requests for vacation moves must be submitted to the Company by 1200 noon CT on the seventh (7th) day of the month preceding the month in which the move is desired. The granting of such move shall be done in order of seniority.

3. The Company will maintain a current list of all open vacation blocks which will be made available to Flight Attendants and updated by the 15th day of each month.
4. In the event a Flight Attendant's awarded vacation block becomes open as a result of such Flight Attendant transferring to another domicile, supervisory position, or department, or terminates her/his employment with the Company, such vacation block shall be posted for bid at the domicile and shall be awarded, in seniority order, to a Flight Attendant who bids for such vacation block.
5. A Flight Attendant who transfers to a new domicile and fails to rebid her/his vacation block will be assigned an open vacation block at the new domicile.
6. Failure to Commence Vacation

A Flight Attendant may be, inadvertently, unable to complete a work assignment prior to the commencement of a scheduled vacation block. (For example, a Flight Attendant's flight back to domicile on the final day of a pairing may cancel, necessitating a return to domicile extension on



the first day of a scheduled vacation block.) In such cases, the parties agree that the Flight Attendant at her/his sole option, may exercise one of the following alternatives [SL-FF]:

- a. Add the lost vacation day(s) to the end of the scheduled vacation block. In such a case, the Flight Attendant will be paid for any flying from which she/he was removed for the vacation block plus any Extension or Junior Assignment Pay (as appropriate) for the lost Vacation Day(s). The Extension or Junior Assignment Pay will be paid above guarantee in accordance with Section 8.N.6. The Flight Attendant will receive Vacation Pay for the rescheduled Vacation Day(s) but not for the lost Vacation Day. OR
- b. Schedule a return Vacation Day(s) later in the same bid period or subsequent bid period. In such a case, the Flight Attendant will be paid for any flying from which she/he was removed for the vacation block plus any Extension or Junior Assignment Pay (as appropriate) for the lost Vacation Day(s). The Extension or Junior Assignment Pay will be paid above guarantee in accordance with Section 8.N.6. The Flight Attendant will receive Vacation Pay for the rescheduled Vacation Day(s) but not for the lost Vacation Day(s).
- c. It is understood that in no case is it intended that the Flight Attendant would lose any compensation as a result of being Extended or Junior assigned into a vacation block.

G. Vacation Slide

1. A Flight Attendant may at her/his option indicate her/his desire to move the start date of her/his scheduled vacation block. This option, if exercised, would be made known to the Company's computer bid system for the contractual month so affected.
 - a. Consecutive CDO pairings shall be considered one "block" or "pairing" for the purposes of sliding a Flight Attendant's vacation.
 - b. Consecutive vacation weeks are considered one block for the purposes of sliding a Flight Attendant's vacation.
2. If a Reserve Flight Attendant elects to slide the start date of her/his scheduled vacation block, the following options for sliding the start date of her/his vacation are available:
 - a. Slide the effective start date of the vacation up to four (4) days earlier in order to eliminate a block of Reserve availability that is scheduled immediately prior to her/his scheduled vacation block; or



- b. Slide the effective start date of the vacation up to four (4) days later to eliminate a single block of reserve availability that is scheduled immediately after her/his scheduled vacation block.
 - c. Vacation slides will only be permitted to overlap into another contractual month, with the concurrence of Crew Scheduling.
3. A Flight Attendant holding a CDO, RBL or RWO line may use vacation slide in accordance with this section.
- a. For a Lineholding Flight Attendant to use the vacation slide procedure, the Flight Attendant must be holding a CDO line.
 - b. For a Reserve Flight Attendant to use vacation slide procedure, the Flight Attendant must have a conflict with the reserve availability she/he wishes to rectify.
 - c. If a Flight Attendant uses vacation slide, the request must be submitted within forty-eight (48) hours of the close of the Pre-Bid in accordance with Section 10.H.
 - d. If utilized, the vacation block may be slid to start no more than four (4) days earlier nor more than four (4) days later than the originally scheduled vacation block.

H. Vacation Conflicts with CDOs

1. Whenever a vacation block conflicts with a Flight Attendant's CDO flying, the Flight Attendant at her/his option may choose one of the following options by indicating on the bid ballot or via an electronic message (i.e.'RF' message or equivalent) within forty-eight (48) hours following the closing of the bids:
 - a. Fly whatever portion of the pairing that falls outside of her/his vacation block for which she/he is legal and available, or
 - b. Drop the complete pairing when any portion of such pairing conflicts with her/his vacation block. The Flight Attendant may choose to drop a pairing(s) conflicting with the beginning, end, or on both the beginning and end of the vacation block. In the event the Flight Attendant chooses one of these options, she/he will not be credited for pay purposes for any flight(s) outside her/his vacation block, except as provided in sub-paragraph D.1. above. Notwithstanding D.1., if a Flight Attendant's leg(s) into or out of an overnight is removed, she/he will not be paid for the leg(s) removed.
 - c. For the purposes of this provision, a block of contiguous pairing CDOs shall be considered one "block" or pairing. In this situation, the Flight Attendant must send an RF message to Crew



Scheduling, no later than forty-eight (48) hours following the closing of the bids, indicating that the block of pairing CDO which about the vacation period should be dropped.

I. Cancellation of Vacations

The Company shall not cancel vacations once such vacations have been awarded except as dictated by operational necessity. At the option of the Flight Attendant, the canceled vacation may be rescheduled in the current year or carried over to the following year, or the Flight Attendant may elect pay in lieu of the canceled vacation. If no Flight Attendant elects to accept cancellation of her/his vacation, cancellation shall be in reverse seniority order for the period of the operational necessity.

J. Vacation While on Leave

A Flight Attendant whose vacation occurs during a leave of absence will have the following options: 1) have the days of vacation paid in accordance with paragraph D. or 2) rebid the vacation to an available week(s) in accordance with F.2., or 3) trade it with the vacation of another Flight Attendant in accordance with F.1.

K. Resignations

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

L. Flight Attendant Death

Accrued and unused, available vacation shall be paid to the designated beneficiary or to her/his estate.

M. Personal Vacation Days (PVD)

1. A Flight Attendant may request paid personal vacation day(s) of up to six (6) days per year. The Company may grant such days if staffing permits. Days used for personal vacation will be deducted from the vacation day accrual to be awarded in the subsequent year's vacation. Flight Attendant requests for personal vacation may be granted on a first-come, first-served basis at a domicile. PVD will be paid in the following manner:
 - a. Lineholder: pairings missed minus touching leg.
 - b. Reserve: 3:45 hours (VOD) per day.
2. A Flight Attendant who has used a PVD(s) or who has converted a PO(s) or a PE(s) to a PVD(s), as provided for in M. and N.6. below, will have the PVD day(s) deducted from the following year's vacation. After



the vacation award, the Flight Attendant may designate the individual, specific dates at the end or beginning of the vacation block to which the PVD(s) will be applied.

3. For PVD(s) taken or converted after the awarding of the vacation bid, the Flight Attendant must indicate to the Company from which vacation block the PVD(s) will be taken or M.4. below shall apply.
4. If the Flight Attendant does not designate specific date(s) after the vacation award, the Company shall deduct the applied PVDs starting with the last day of the last vacation block fully contained within the following calendar year.
5. If a Flight Attendant does not have sufficient paid vacation days accrued for the following year from which the PVD can be deducted, the value of the PVD day(s) will be deducted from the next year's end-of-February pay check at three hours and forty-five minutes (3:45) per day.

N. Personal Time Off (PO)

1. At each domicile, the Company will process, on a daily basis, a number of POs equal to one percent (1%) of the Flight Attendants based at the domicile, but in no event fewer than two (2) POs. The LEC President or her/his designee will, upon written request, be provided with verification that the appropriate number of POs have been processed at the domicile.
 - a. The base group of Flight Attendants upon which the calculation will be made includes all individuals on the Flight Attendant seniority list for each domicile who could potentially be assigned a pairing, partial pairing, reserve assignment or any flight assignment covered by this Agreement. This group includes, but is not necessarily limited to all active and inactive Flight Attendants who may be activated to take a pairing (e.g. Flight Service Managers, Flight Attendants on Special Assignment, Flight Attendants serving as Field Trainers or any other type of trainers, whether or not physically located at the domicile and those holding a paper bid.

Example: If there are 460 Flight Attendants based at a Domicile, the Company will process at least five (5) POs per day at that domicile, provided that at least five (5) POs have been submitted.

Example: If there are 420 Flight Attendants based at a Domicile, the Company will process at least four (4) POs per day at that domicile, provided that at least four (4) POs have been submitted.

2. Additional POs will be granted as operational needs permit.



3. For purposes of processing POs as set forth in paragraphs 1. and 2., above, each day of a PO will be deemed a separate PO and count towards each day's cap.
4. A PO will not be processed unless it is submitted at least twenty-four (24) hours in advance of the scheduled report time of a pairing or scheduled start of a RAP.
5. Properly submitted POs will be processed on a first-come, first-served basis.
6. A Flight Attendant will not be eligible to take a PO until she/he completes probation.
7. A Flight Attendant may, at her/his option, elect to convert a PO to a Personal Vacation Day (PVD). Such conversion will count towards the annual maximum of six (6) PVDs that the Flight Attendant may take. A conversion must be submitted prior to the fifth (5th) day of the following calendar month.
8. An unconverted PO will be unpaid and considered an attendance occurrence for disciplinary purposes.
9. Flight Attendants may utilize travel benefits while on a PO.

O. Personal Emergency Days (PE)

1. A Flight Attendant may request a PE by contacting a Flight Service Manager (during office hours) or Crew Scheduling Supervisor (outside of office hours). The PE will be granted for a verifiable personal emergency, as described in paragraphs 2. and 3., below, occurring during a pairing, (RAP), or Airport Reserve Period or less than twenty-four (24) hours before the scheduled report time of a pairing or scheduled start of a RAP or Airport Reserve Period. Such request will be limited to a maximum of one (1) pairing or four (4) consecutive days (inclusive of previously scheduled days off) and at the time of the request, the Flight Attendant must declare the number of days requested.
2. The following is the all-inclusive list of events for which a PE will be granted:
 - a. The Flight Attendant's child is expelled or suspended from school, or there is a school/child care closing emergency (this does not include snow days or similar closings);
 - b. The Flight Attendant's spouse, domestic partner or child is arrested or detained;
 - c. The Flight Attendant has an "A9" qualifying event;



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- d. The birth of the Flight Attendant's child or grandchild or birth of a child for which the Flight Attendant is the birth coach;
 - e. The Flight Attendant needs to care for her/his ill or injured immediate family member (as defined in Section 18 - Leaves of Absence);
 - f. The Flight Attendant is the victim of identity theft;
 - g. The Flight Attendant is in a car accident;
 - h. The Flight Attendant's vehicle is stolen;
 - i. The Flight Attendant encounters extraordinary transportation problems, for example resulting from ice storms, fire or floods, state/city or county transportation emergencies declared (but not normal traffic);
 - j. The Flight Attendant is the victim of violent crime;
 - k. The Flight Attendant is the victim of a burglary, including on an overnight;
 - l. There is a plumbing, gas leak, electrical hazardous condition or other structural emergency at the Flight Attendant's residence;
 - m. The Flight Attendant needs to make preparations at her/his residence and/or property for an impending hurricane; and
 - n. The Flight Attendant is the victim of an Act of God (i.e., fire, flood, earthquake, tornado, mudslide).
3. Other events not listed in paragraph 2. above, may be approved as a PE at the Company's discretion.
 4. A Flight Attendant may be required to provide verification of the personal emergency.
 5. A PE will not be considered an attendance occurrence and will not be used for disciplinary purposes.
 6. A Flight Attendant may, at her/his option, elect to convert a PE to a Personal Vacation Day. Such conversion will count towards the annual maximum of six (6) PVDs that the Flight Attendant may take. A conversion must be submitted prior to the fifth (5th) day of the following calendar month.
 7. An unconverted PE will be unpaid.
 8. Flight Attendants may utilize travel benefits while on a PE.
- P. In the event a Flight Attendant is granted time off pursuant to paragraphs M. and O. of this section, such time off shall not be considered an absence for disciplinary purposes.
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- Q. Flight Attendants may donate accrued, unused vacation days, excluding PVDs, to another Flight Attendant by submitting a form specified by the Company (currently RF 200 DON8 form).



SECTION 11: Sick Leave

- A. Each month, a Flight Attendant will accrue, and her/his sick leave bank will be credited with sick leave in accordance with the chart below and in accordance with Section 20.C. of this Agreement to a maximum of three hundred (300) hours. Should the Company's pilots receive an increase in their sick leave credit accrual, the same increase will apply to the Flight Attendants. A new-hire Flight Attendant will accrue monthly sick leave credit during the probationary period; however, she/he may not use such accrued leave until she/he has completed the first six (6) months of service.

Sick Leave Accrual Chart	
0-90 days of service	Two hours and thirty minutes (2:30 hrs)
90 days - 5 years of service	Three hours and thirty minutes (3:30 hrs)
5 plus years of service	Four hours (4:00 hrs)

- B. 1. If a Flight Attendant is unavailable for duty, on a day she/he is scheduled for duty, because of sickness or injury, she/he will be credited for pay purposes for the flying scheduled to be performed and shall have an equal amount of time withdrawn from her/his sick leave bank for each such day.
2. A Flight Attendant assigned to reserve who is unavailable for duty due to illness or injury will, for pay purposes, be credited with three hours and forty-five minutes (3:45) at her/his applicable hourly rate of pay as prescribed in Section 4.A.1. of this Agreement for each day of duty and shall have an equal amount of time withdrawn from her/his sick leave bank for each such day. If a Reserve Flight Attendant has already started a pairing and subsequently calls in sick, the Company will deduct 1) Three hours and forty-five minutes (3:45) at their hourly rate of pay minus any flying completed for that day and 2) the value of the day for the remaining day(s) of the pairing from the Flight Attendant's sick bank.
3. A Flight Attendant shall not be required to utilize paid sick time from the accumulated sick leave bank for periods of unavailability due to illness or injury. Such election shall result in the appropriate pay deduction and shall be communicated to Crew Pay Comp by the 5th following the absence.
- C. The Company will include the amount of sick leave accrued and used in each pay period and year-to-date, as well as the remaining balance, on the pay-stubs or available on the Company's website or equivalent computer system, if it obtains the automation to do so.



D. In cases where the Company has a reasonable basis to believe that sick leave has been abused, the Company may require a Flight Attendant to present her/his supervisor with satisfactory medical evidence that she/he is ill or injured. The Flight Attendant may choose between obtaining medical verification from her/his personal physician at the Flight Attendant's expense, or obtaining medical verification from the Company telephone nurse or Company medical facility at no cost, provided such services are made available.

1. For diagnoses of a non-terminal nature: [GRV STLMT 22-99-02-17-17 (Medical Leave Recertification)]

- a. If the doctor's note provided by the Flight Attendant does not contain an anticipated duration for the leave, the Company may require recertification every ninety (90) calendar days.
- b. If the doctor's note provided by the Flight Attendant has an initial anticipated duration of less than one hundred eighty (180) calendar days, the Company may not require recertification unless the anticipated duration is later extended beyond one hundred eighty (180) calendar days, in which case paragraph c., below, shall apply.
- c. If the doctor's note provided by the Flight Attendant has an initial anticipated duration of more than one hundred eighty (180) calendar days, the Company may require recertification after one hundred eighty (180) calendar days and every six (6) months thereafter.

2. For diagnoses of a terminal nature:

- a. In the event that a physician diagnoses a Flight Attendant as having a disease that the doctor believes is terminal, the Flight Attendant shall not have to provide any subsequent recertification unless the Flight Attendant is subsequently able to return to work.

E. A Flight Attendant who becomes ill/injured must notify Crew Scheduling as soon as possible. The Flight Attendant is not required to discuss the nature of her/his illness with Crew Scheduling. The Flight Attendant must provide the estimated duration of absence. A Flight Attendant who advises Crew Scheduling that the expected duration of her/his illness is more than one (1) day will not be required to contact Crew Scheduling each day of illness. The Flight Attendant will be assumed to be available for duty at the end of the aforementioned period, or adjoining day(s) off, if any, unless she/he contacts Crew Scheduling and notifies them to the contrary. A Flight Attendant who is able to return to work sooner than anticipated must notify Crew Scheduling no later than 1700 hours, Central Time, on the day prior to her/his return to duty. Probationary Flight Attendants are also required to contact the Flight Service Manager during business hours in the event of such absence.



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- F. A Flight Attendant who is able to return to work after calling in sick for her/his original pairing or any portion thereof:
1. Will be offered to complete the remaining portion of her/his pairing, if not already assigned.
 2. Will be permitted to pick up Open Time in accordance with Section 8 of this Agreement.
- G. Sick Time Fly Back: Open Time which is picked up may be designated as Sick Leave Makeup Credit to credit the Flight Attendant's sick leave bank. Any Flight Attendant who picks up open time for sick make up will have her/his sick bank credited with the greater of the scheduled or actual hours flown.
1. If the Flight Attendant loses time and is not reassigned to new flying, the sick bank shall be credited with the flight time of the originally scheduled pairing.
 2. If the Flight Attendant is reassigned to new flying, her/his bank will be credited with the greater of 1) the originally scheduled pairing, 2) the reassigned flying, or 3) the hours actually flown.
- H. A Flight Attendant whose paid sick leave has been exhausted may elect to use PVDs for lost time due to illness or injury, provided it is requested before the fifth (5th) day of the following month.
- I. When a Flight Attendant becomes ill or injured away from domicile and is required by the Company to obtain medical clearance for travel, the Company will arrange for payment of transportation to and from the medical exam and the Flight Attendant's co-pay for the exam and tests. If unable to arrange for advance payment of these expenses, the Company will reimburse the Flight Attendant for such expenses.
1. If the Flight Attendant obtains medical approval for travel or is not required to obtain medical approval for travel, the Company will provide her/him positive space travel back, at the Flight Attendant's option, to base or to her/his home.
 2. If the Flight Attendant is unable to fly, the Company will return her/him back to base or home, at her/his option, by other available means of transportation. The Flight Attendant will receive per diem and lodging, if necessary, in accordance with Section 5 of this Agreement.
- J. Flight Attendants may donate sick leave to another Flight Attendant who will be eligible to use the donated sick leave once she/he has exhausted her/his accrued sick leave.



K. Sick Bank Payout

When a Flight Attendant anticipates that her/his sick bank will reach three hundred (300) hours, she/he may request to be paid a portion equal to twenty-five percent (25%) of her/his sick bank. Such request may be made up to ninety (90) days in advance of her/his sick bank reaching three hundred (300) hours. Once requested, upon her/his sick bank actually reaching three hundred (300) hours, twenty-five percent (25%) of the hours in her/his sick bank will be removed from the sick bank balance, and such hours will be paid at the Flight Attendant's rate of pay on the date of such transaction.

1. In order to be eligible for such payout, the Flight Attendant must have perfect attendance for the six (6) months leading up to the date of the transaction.
2. If a Flight Attendant calls in sick or otherwise accrues an attendance point after such payout request is made and before the sick bank payout occurs, such transaction will be automatically cancelled. A Flight Attendant whose transaction is cancelled will be eligible again to request a Sick Bank Payout once she/he establishes both six (6) months without accruing an attendance point and once her/his sick bank reaches three hundred (300) hours.



SECTION 12: Uniforms

- A. A Flight Attendant shall wear the standard uniform as prescribed in Company regulations at all times while on duty, or in connection with any event where the employee is identified as a Company Flight Attendant unless otherwise provided for by this Agreement.
1. The Company may make exceptions to the uniform guidelines based on weather conditions for those Flight Attendants based in San Juan, Miami, Los Angeles and/or Dallas. The Flight Attendants based in the locations listed in this paragraph shall have the option of wearing summer uniform pieces at any time during the year.
 2. Flight Attendants shall not be required to wear the uniform while deadheading/positioning. Furthermore, Flight Attendants shall be authorized to wear the uniform while commuting to and from work.
- B. The Flight Attendant shall be responsible for the purchase of fifty percent (50%) of her/his initial basic uniforms and accessories incident to employment, not to exceed \$750.00. The Company shall be responsible for alterations of the initial uniform.

C. Uniform Allowance

1. A Flight Attendant will be credited with a maximum of \$250.00 dollars in accordance with Section 20 of this Agreement.
 2. Flight Attendants may use funds described in C.1 above as credit towards the purchase of uniform items, however; the cost(s) for any item(s) which exceed(s) the Flight Attendant's credited funds will be absorbed by the Flight Attendant.
 3. The Company will reimburse reasonable uniform alteration costs on the pieces in the initial issue of a uniform change with the submission of a receipt. Alterations on other uniform pieces may be submitted for reimbursement and will be debited from the Flight Attendant's uniform allowance.
- D. Uniform items issued in a defective condition or unusable for any reason, must be returned to the manufacturer. The Flight Attendant may return the item within a reasonable time frame to the manufacturer and the Flight Attendant will be issued another item. Likewise, any Flight Attendant who has purchased the required uniform items, which subsequently become unserviceable due to normal usage, prior to the normal replacement time, will be replaced at no cost to the Flight Attendant.



E. The basic uniform will consist of the required uniform pieces as set forth in Company policy, which may be revised. The current policy is set forth below:

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

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

* If AAG requires a purse in a future rollout, that purse will be provided at no cost to all female Flight Attendants. In addition, should a male attaché be required, this will be provided at no cost to all male Flight Attendants.

- F. A Flight Attendant will be provided insignia consisting of two (2) sets of wings. Broken insignia shall be replaced at no cost to the Flight Attendant. Lost insignia shall be replaced at no cost, a maximum of twice per 12-month period. Additional wings will be the responsibility of the Flight Attendant.
- G. If during the course of the current Agreement there is a significant uniform changeover and the Flight Attendant is directed to replace components of the basic uniform, the cost will be absorbed by the Company. The Flight Attendant will receive one new item for each like item returned limited to the



number of such items specified in the initial uniform complement. Additionally, if the Company introduces a new uniform piece and determines within one year that the piece it replaces may no longer be worn, the cost of the new item shall be absorbed by the Company. A Flight Attendant will remain responsible for any cost obligation related to the previous purchase of basic or optional items, as applicable.

- H. Additional items as determined by the Company will be made available as optional pieces to the Flight Attendant group at actual cost. The cost of these items for initial issue and for replacement will be borne by the Flight Attendant.
- I. Payments for uniform and/or optional pieces may be paid for with credited funds, check, credit card, or on a payroll deduction basis. If payroll deduction is selected, the cost of the uniform will be deducted at a rate of twenty dollars (\$20.00) per paycheck, except that a Flight Attendant may elect to pay more.
- J. If the costs for any uniform purchase order totals less than twenty dollars (\$20.00), the entire amount will be payroll deducted in one lump sum.
- K. The Company will specify guidelines with regard to shoes, socks, hosiery, undergarments and gloves without making them part of the required uniform. Furthermore, the Company shall allow Flight Attendants to wear ear muffs, hats, winter and/or rain boots, winter coats and scarves, and umbrellas, all of which should be complimentary to the uniform.
- L. Upon a Flight Attendant's termination for any reason, the unpaid balance of her/his uniform and optional items becomes immediately due and payable and the uniform becomes the property of the Flight Attendant.
- M. The Company agrees to meet with the AFA Uniform Committee or designee to discuss anticipated changes in style, color, cost, source, and components of the uniform.
- N. Any Flight Attendant who has a required uniform item damaged while on the aircraft or stolen from a Company-controlled area (e.g. crew room, bag room, aircraft, etc.), from a Company-paid hotel or a chartered vehicle shall, upon prompt submission of a claim to her/his supervisor (within twenty-four (24) hours of the incident) have such item(s) replaced at no cost to the Flight Attendant. The Company is not responsible for the replacement of items lost by the Flight Attendant due to negligence or carelessness.
- O. Flight Attendants will be allowed to wear the current Union insignia on her/his uniforms and/or crew bags while on duty.
- P. The Company shall keep and maintain a clean, adequate supply of maternity uniforms.



1. A pregnant Flight Attendant shall have the option of borrowing a maternity uniform, at no charge, until she is placed on maternity leave status.
 2. A Flight Attendant borrowing a maternity uniform will be responsible for returning the uniform, freshly dry-cleaned, to the Flight Service Manager within two (2) weeks of the commencement of the Flight Attendant's maternity leave.
 3. Absent mitigating circumstances, if a Flight Attendant does not return the borrowed maternity uniform in the time period defined above she will be charged for fifty percent (50%) of the full cost of a replacement maternity uniform.
- Q. The Company will provide each Flight Attendant with two (2) name tags. The wearing of name tags shall be mandatory; however, Flight Attendants will have the option of using only their first name. Broken name tags shall be replaced at no cost to the Flight Attendant.



SECTION 13: Probation

- A. Flight Attendants will be considered as probationary employees for the first six (6) months of active service as a Flight Attendant, exclusive of any leaves of absence or periods of furlough. Probation will commence on a Flight Attendant's occupational seniority date which will be the date of graduation.
[SL-AAA]
- B. For the purpose of this Section, a Flight Attendant shall be considered to be in active service until she/he has been on an unpaid leave of seventeen (17) or more consecutive days.
- C. When a probationary Flight Attendant is on an unpaid leave of seventeen (17) or more consecutive days or is furloughed, her/his probationary period shall be extended by the number of days in which she/he was on an unpaid leave or on a furlough, whichever is applicable.
- D. A probationary Flight Attendant shall have the right to file a grievance pursuant to Section 21 of this Agreement, except that such grievance shall be limited to those issues other than discipline or discharge.



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SECTION 14: Seniority

A. Seniority Accrual

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

B. Posting of Seniority List

1. A system seniority list will be posted as of the date of ratification and in January and July on the Company website.
2. **Protests of Inaccuracy within 30 Days**
Each Flight Attendant will be permitted a period of thirty (30) days after the applicable system-wide posting, or thirty (30) days following the Flight Attendant's return from a leave of absence or furlough, whichever is applicable, in which to protest in writing to the Company any alleged omission or incorrect posting affecting her/his seniority. In such cases, the Flight Attendant shall have the right to seek an appropriate adjustment going back to the date of the posting.
3. **Protests of Inaccuracy After 30 Days**
Notwithstanding B.2.above, a Flight Attendant shall have the right to file a written protest with the Company alleging an error at any time. In such cases where the protest was made more than thirty (30) days following the incorrect posting or thirty (30) days following the Flight Attendant's return from a leave of absence or furlough, whichever is applicable, any adjustment made will have prospective application only.
4. A Monthly Bid List (a list of all of the Flight Attendants at a base indicating the seniority of each Flight Attendant and her/his status, either active or inactive, for bidding purposes for that month) will be posted monthly in each crew room and on the Company website.



C. Loss of Seniority

Seniority will be lost under the following circumstances:

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

D. Transfer to Non-Flying or Supervisory Duties

1. A Flight Attendant transferred to supervisory or other non-flying duties directly related to Flight Attendant duties shall continue to retain and accrue all forms of seniority for a period equal to the Flight Attendant's years of service as a Flight Attendant. Thereafter, the Flight Attendant will retain but not accrue occupational and classification seniority. A Flight Attendant performing supervisory or other non-flying duties directly related to Flight Attendant duties on or before October 27, 2005 shall retain and accrue all forms of seniority.
2. A Flight Attendant who transfers to a Company position not directly related to Flight Attendant duties shall retain and accrue all forms of seniority for one (1) year. After one (1) year, she/he shall be removed from the Flight Attendant Seniority List.
3. Upon return to duty from a supervisory or non-flying position, other than temporary assignments, the Flight Attendant shall be permitted to exercise accrued seniority to bid for any available vacancies or to displace the most junior Flight Attendant in the system.

E. General

Seniority will govern all Flight Attendants in the case of bidding rights, reduction in force, recall after furlough, vacation preferences, and other domicile assignments, provided, however, that in the case of emergencies such as strikes or other causes considered beyond the control of the Company seniority for furloughs will not apply.



SECTION 15: Filling of Vacancies

A. Awarding of Permanent Vacancies

1. A permanent vacancy shall be any vacancy, including new domicile vacancies (not caused by maternity leave, medical or other leaves), anticipated to exist for longer than ninety (90) days. Any other vacancy will be classified as temporary.
2.
 - a. In the event that a vacancy occurs, the Company will post the vacancy for a minimum of fourteen (14) calendar days on 1) HI6 – or its equivalent; and 2) in the daily open time recordings currently referred to as AVRS – or its equivalent.
 - b. The Company shall maintain a permanent vacancy bid file in which a Flight Attendant shall be afforded the opportunity to bid for a permanent vacancy at any domicile. The Company shall review the permanent vacancy bids and award the vacancy/vacancies in seniority order by the 25th of the month two (2) months prior to the effective month of the bid (e.g., by October 25th if December is the effective month of the bid). A Flight Attendant shall be able to change her/his permanent vacancy bid at any time immediately preceding the closing date of any specific permanent vacancy bid period. The Flight Attendant will be advised in writing of the award and the effective date. Once a Flight Attendant is awarded or assigned a vacancy, she/he shall be responsible for the new assignment.
 - c. A Flight Attendant may submit an initial bid, change a permanent bid, or delete her/his permanent bid in writing, including via facsimile.
3. Any vacancy that is not bid upon will be assigned to the most junior Flight Attendant or at the Company's discretion by hiring a new Flight Attendant.
4. The Flight Attendant awarded a vacancy will be removed from all pairings for which any part of the pairing falls within the three (3) moving days period immediately preceding the effective date of transfer or have moving days inserted as a pre-planned absence. If the move is involuntary, such Flight Attendant shall be paid and credited as if she/he had flown the dropped pairing(s). If the move is voluntary, such Flight Attendant shall not be paid and credited for the dropped pairing(s), however she/he shall not fall below guarantee for pay purposes.
5. The Flight Attendant's three (3) move days will be determined as follows:



- a. Following the award of the base transfer, the Company will contact the Flight Attendant to inform her/him that the move days will be scheduled on the last three (3) days of the month preceding the effective date of the transfer.
 - b. The Flight Attendant must contact the Flight Service Manager to choose from the following:
 - i. Accept the scheduling of the move days on the final bid days of the bid month preceding the effective date of the transfer; or
 - ii. Waive the move days; or
 - iii. Request an alternate set of three (3) days preceding transfer, pursuant to paragraph d. below.
 - c. This contact must be made no later than a date specified by the Company, which will allow a minimum of seven (7) days from notification of award.
 - d. The request for an alternate three-day period must specify the calendar dates requested. It is understood that the dates must remain as three (3) consecutive calendar days.
 - e. It is understood that the three-day duty-free period may not be scheduled over the following days: New Year's Day, U.S. Independence Day, Thanksgiving, Christmas Eve, and Christmas Day.
6. A new hire Flight Attendant will be assigned to a base only after the permanent vacancy to which the new hire Flight Attendant is assigned has been properly posted, and then, only after no Flight Attendant with a higher seniority bid was awarded the vacancy.
 7. A Flight Attendant awarded or assigned a base transfer or vacancy or initial base assignment shall be provided A-12 travel to the new domicile in order to obtain a new SIDA badge prior to reporting to the new base.

B. Temporary Vacancies/TDY

1. When temporary vacancies/TDY are anticipated to exist for a full monthly bid period, such vacancies shall be filled in accordance with this section. A temporary vacancy/TDY will be awarded or assigned one (1) bid month at a time.
2. No later than the 7th of the month preceding the month in which the vacancy/TDY assignment will be offered, the Company will post the temporary vacancies at any and all bases which it determines have more than adequate staffing levels and afford the Flight Attendants at such base(s) the opportunity to bid for the vacancy/TDY. The awarding



of a temporary vacancy/TDY will be done in seniority order from among the Flight Attendants who bid for the vacancy/TDY at the bases at which the vacancy/TDY is posted.

- a. A Flight Attendant bidding for Temporary Vacancies (TDY) may bid for one, more than one, or all Temporary Vacancies. Bids will be expressed in order of preference. [SL - II]
 - i. Flight Attendants at domiciles in which the Company has determined have more than adequate staffing levels will be eligible to submit bids for any or all of the TDY assignments.
 - ii. TDY assignments will be awarded in seniority order to those Flight Attendants who have submitted a bid for the available assignment.
 - iii. TDY assignments will be awarded to Flight Attendants at a specific domicile until such time that any further TDY awards would cause the domicile to fall below adequate staffing levels. (For example, if twenty (20) TDY assignments are available and a specific domicile has more than adequate staffing levels by ten (10) Flight Attendants, no more than ten (10) Flight Attendants from that domicile may be awarded TDY assignments.)
 - iv. TDY assignments remaining unassigned will be filled in reverse seniority order among the Flight Attendants at domiciles with more than adequate coverage.
 3. Bidding for the temporary vacancy/TDY will close at 1000 CT on the 10th of the month preceding the month in which the vacancy/TDY will be offered.
 - a. A Flight Attendant who bids and is awarded TDY and who has vacation during the TDY period will be required to be paid out for any vacation day(s) that fall within the TDY period and thus will remain available for assignment during the time previously scheduled for vacation.
 - b. The Flight Attendant's vacation shall be paid at the value of the vacation week in accordance with the table in Section 10.D. and such hours shall be paid above the guarantee.
 4. TDY bids will be awarded at 1200 noon CT on the 10th of the month preceding the month in which the vacancy/TDY will be offered.
 5. A Flight Attendant awarded a TDY assignment, will be able to utilize PBS in the same manner as any Flight Attendant at that domicile based on their seniority.
 6. If no Flight Attendant bids for such TDY, the most junior Flight Attendant(s) in the base(s) which have more than the adequate staffing level described in (B.2.) above will be assigned to the TDY duty.
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No Flight Attendant shall be involuntarily assigned to more than one (1) TDY assignment in any 12-month period unless every other Flight Attendant in the domicile has been involuntarily assigned a TDY assignment.

7. Flight Attendants assigned to or awarded TDY will be paid and compensated according to the provisions of Section 5 of this Agreement.
8. The Company will provide a Flight Attendant on a TDY with priority (A-12 or its equivalent) passes to and from the TDY assignment (beginning and end of month). Passes will be issued from the Flight Attendant's domicile or other requested location so long as it is on the AAG Company system. A Flight Attendant who, otherwise, travels to and from the TDY location during the TDY assignment utilizing their regular pass privilege benefits (not the A-12 pass) shall continue to receive per diem and be paid as if she/he remained at the TDY location.
 - a. A Flight Attendant whose schedule must be altered to accommodate deadheading to or from a TDY assignment in the current month or in the TDY month or the following month and who subsequently loses time will be pay protected for any time lost due to the scheduling of the deadhead in accordance with Section 4.C.
 - b. If the Company-required deadhead to the TDY is on the Flight Attendant's day off and would cause the Flight Attendant to fall below the minimum days off per Section 7.D., the day off will be restored in that bid month. Such Flight Attendant must request a replacement day off no later than the 5th day of the TDY bid month.

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

1. The Company shall announce the closing of a domicile as far in advance as possible, but not less than sixty (60) days prior to the actual closing, except that such notice is not required when a base is closed due to circumstances beyond the control of the Company.
2. In the event that a domicile is closed, the Flight Attendants at the domicile(s) involved may exercise all of their rights provided for in this Agreement. Additionally, if the Company is unable to schedule the relocation days off, in accordance with Section 6.G.1., and/or Section 15.A.4. of this Agreement by the effective date of the domicile closure, the Flight Attendant will be eligible for up to seven (7) nights at a Company-provided hotel.
3. The Company shall advise the Association of any additions of domiciles as soon as the Company is made aware of or decides to open a domicile. Flight Attendants will be afforded the option to bid for openings at the new domicile in accordance with the provisions of this Agreement.



SECTION 16: Time Off Without Pay (TOWOP)

- A. The purpose of time off without pay is to balance the workforce during short periods of over-staffing at a specific domicile or throughout the system and to minimize Flight Attendant furloughs.
- B. When the requirements of service permit, the Company may offer time off without pay. Time off will be offered in seniority order within the domicile where such time exists.
- C. A Flight Attendant awarded time off without pay will retain and accrue seniority, and all Company-provided benefits including, but not limited to, medical insurance, dental insurance, and pass privileges, in the same manner as any other current active Flight Attendant.
- D. The Company will offer TOWOP in increments of five (5) or more days. No more than one (1) period of TOWOP will be permitted in the month unless two (2) separate periods are requested in connection with a period of vacation that would permit a continuous period off. In any case, the minimum period must remain five (5) days. A period of fewer than five (5) days is only permitted in the case of a second period in the month that would complete a continuous period off, such as the end of the month. Any TOWOP offered that encompasses an entire bid month will be offered as a Zero-Time Line per Para. G., below. Should the Company offer successive TOWOP periods in increments of fewer days than a full bid month, and multiple TOWOP awards are secured by one (1) Flight Attendant, that Flight Attendant will be considered to be on a Zero-Time Line if the TOWOP awarded spans an entire bid month.
- E. When known far enough in advance, time off without pay will be included in the PBS “info tab” stating in which base(s) TOWOP is being offered. Such time will be awarded in the final bid.
- F. When it is not known far enough in advance, the offer of time off without pay will be listed in the PBS “info tab” for no less than seven (7) days in the 1) HI6 (or its equivalent) and 2) in the daily open time recordings currently referred to as AVRS – or its equivalent.

G. ZERO-TIME LINES

- 1. The purpose of Zero-Time Lines is to balance the workforce during periods of overstaffing at a specific domicile or throughout the system. Zero-Time Lines offer no pay for the bid month in which they are awarded.



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2. When the requirements of the service permit, the Company may offer Zero-Time Lines. Zero-Time Lines will be offered in seniority order within the domicile where such staffing overage exists.
 3. A Flight Attendant awarded a Zero-Time Line will retain and accrue seniority, and all Company-provided benefits including, but not limited to, medical insurance, dental insurance, 75-hour credit towards the benefit cliff, and pass privileges, in the same manner as any other current active Flight Attendant.
 4. A Flight Attendant who is scheduled for vacation and is awarded a bid for a Zero-Time Line will have the vacation hours paid out on the following end of the month's pay period.



SECTION 17: Furlough, Displacement and Recall

A. Reduction In Force (Headcount)

1. Leaves In Lieu of Furlough

Prior to a reduction in force, the Company will notify the Union in advance of the reduction and the approximate number of Flight Attendants affected. The Company will, to the extent possible, make leaves of absence available to Flight Attendants prior to initiating any furloughs. Leaves granted under this subsection shall not result in the involuntary transfer of any Flight Attendant.

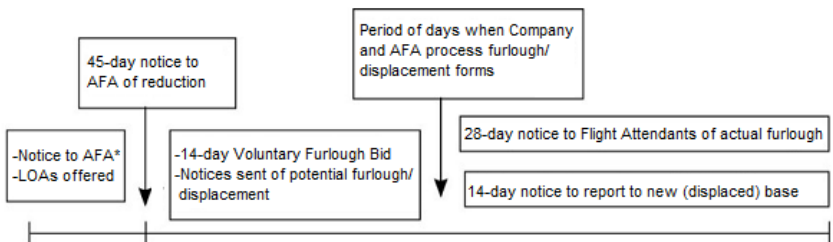
- a. Upon proper application to the Company, leaves of absence shall be granted in order of seniority at the specified base(s) for a period of not less than ninety (90) days and may be renewed in increments of not less than ninety (90) days. Leaves of absence, once granted, must be accepted by the Flight Attendant.
- b. The Company may cancel an awarded leave of absence granted under this provision; however, the company may request a Flight Attendant to return early from a leave and she/he may elect to do so.
- c. A Flight Attendant who has been granted such leave of absence shall file, in writing, her/his address with her/his Administrative Manager.
- d. Notice to cancel or request to return early from leaves of absence shall be sent by overnight mail return receipt requested to the last address on file with the Company and also may be made by positive contact via personal telephone call. The following timelines shall apply:
 - i. The Flight Attendant shall respond within thirty (30) days of receipt of notice that she/he will either return to active service or remain on leave.
 - ii. If the Flight Attendant is returning to active service, the return date shall not be earlier than the 14th day after electing to return to active service.
 - iii. The Company shall make a reasonable effort to construct a line for a line holding Flight Attendant who clears for duty following the final bid award. If the Flight Attendant is a reserve, the prorated line shall consist of days off and days of reserve availability.



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- e. A Flight Attendant granted a leave of absence for this purpose shall continue to accrue Company, Classification, and Occupational Seniority for all purposes (pay, vacation, and sick leave) for the duration of the leave.
 - f. A Flight Attendant granted a leave under this provision may continue to participate in the Company's Group Life and Health Benefits Plan(s) as if she/he had remained in active service.
 - g. The number of leaves granted at a domicile shall be determined by the Company.
 - h. Priority will be given to leaves in lieu of furlough, other leave policies of the Company notwithstanding.
 - i. In addition to offering voluntary leaves of absence, the Company may offer reduced-guarantee lines of flying prior to initiating any furlough.
2. Furlough and Displacement due to a Reduction in Force
- a. No fewer than forty-five (45) days prior to a planned furlough, the Company will notify the AFA MEC President of the approximate number of Flight Attendants to be affected by the furlough and forward a list of Flight Attendants who may be subject to furlough.
 - b. In the event leaves in lieu of furlough fail to satisfy the need for reduction, Flight Attendants will first be offered voluntary furlough in seniority order at the domicile being reduced and then involuntarily furloughed in reverse order of seniority at the domicile being reduced. The notice of voluntary furlough must be posted for a minimum of fourteen (14) days. Notice of possible furlough/displacement will be sent out to Flight Attendants potentially affected by the furlough and may be concurrent with the notice to AFA and/or the offer of leaves in lieu of furlough, bids will be processed in the following order: leaves in lieu of furlough, voluntary furloughs, and displacements; involuntary furloughs will be processed last.
 - c. At the close of the Voluntary Furlough Bid, the Company, in concert with the MEC President or designee(s) will process all displacement forms in seniority order.
 - d. A Flight Attendant who is to be furloughed may displace the most junior Flight Attendant in any domicile provided she/he is senior to such Flight Attendant. A displaced Flight Attendant will receive notification at least fourteen (14) days prior to the date on which she/he is required to report to the new domicile. In the event that such Flight Attendant receives less than the 14-day notification specified in the above sentence, she/he will receive per diem and hotel expenses in accordance with Section 5 for the total number of required notification days not given.
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- i. Flight Attendants to be furloughed will be notified in writing at the last filed address. Flight Attendants will be given no fewer than twenty-eight (28) days' written notice of furlough, or twenty-eight (28) days' pay in lieu thereof, except in cases of emergency, Acts of God, or other causes beyond the control of the Company. Emergency for the purposes of this Section shall include such reasons as an Act of God, a national emergency, revocations of the Company's operating certificate(s), or grounding of a substantial number of the Company's aircraft, any strike or picketing causing a temporary cessation of work.
 - ii. A Flight Attendant on leave of absence whose seniority is such that she/he would have been furloughed had she/he not been on leave of absence shall be promptly notified that her/his status has been changed to that of a furloughed Flight Attendant and is entitled to all applicable rights of a furloughed Flight Attendant under this Agreement.
 - iii. If a Flight Attendant is subject to displacement while on a leave of absence, she/he can displace a more junior Flight Attendant "on paper" and it shall become effective upon her/his return to active status.
- e. A Flight Attendant furloughed by the Company will file her/his proper address(es) with the Company at the time of furlough. Any change in address must be supplied to the Company promptly, and the Company will provide such changes to the Association.



* Notice to AFA and offer of leaves of absence may be concurrent with voluntary furlough bid and sending out of notice of potential furlough/displacement in A.2.a.

- f. Benefits
 - i. A furloughed Flight Attendant may continue her/his medical benefits for a period as specified under Consolidated Omnibus Budget Reconciliation Act ("COBRA").



- ii. A furloughed Flight Attendant will continue to have pass benefits for a minimum of thirty (30) days or in accordance with Company policy, whichever is greater.
 - g. At her/his option, a Flight Attendant, with more than one (1) year of active service who is furloughed will be granted vacation pay for all unused and accrued vacation.
 - h. In the event a Flight Attendant is displaced out of her/his domicile she/he will be provided the same awarded vacation slot(s) in the new domicile.
 - i. At the completion of the furlough, the Company will notify the MEC President of the bases from/to which Flight Attendants were furloughed, transferred or assigned and forward a list of Flight Attendants affected by the furlough, transfer or assignment.
3. Recall from a Furlough due to a Reduction in Force
- a. A Flight Attendant who is furloughed and subsequently recalled will retain all forms of seniority during the furlough. She/he shall continue to accrue occupational seniority only during the furlough.
 - b. A Flight Attendant shall have recall rights for a period of five (5) years from the date of the furlough. A furloughed Flight Attendant shall be responsible for keeping the Company advised of her/his address.
 - c. Recall from furlough will be in seniority order. When initiating a recall, the Company shall notify furloughed Flight Attendants via overnight mail at the last address or telephone number on file with the Company and may also notify the Flight Attendant by personal telephone call. After delivery of such notice to the last address and/or telephone number on file, the Flight Attendant will be allowed a period of ten (10) days within which to notify the Company of her/his intent to return to work or bypass recall. The Company, in concert with the MEC President or designee(s), will process the recall/bypass bids in seniority order according to the preferences specified. A furloughed Flight Attendant who is recalled to active service will receive at least fourteen (14) days' notice of her/his report date after indicating her/his acceptance of recall.
 - d. A furloughed Flight Attendant who has completed probation may bypass recall to a domicile other than the one from which she/he was furloughed. A Flight Attendant accepting recall to a base other than the base from which she/he was furloughed will receive moving expenses as provided for in Section 6 of this Agreement.
 - e. A Flight Attendant recalled to the domicile from which furloughed may bypass recall to the extent that there is a more junior Flight Attendant on furlough from that domicile. However, if all Flight



Attendants furloughed from that domicile have been recalled and additional vacancies exist at that base, Flight Attendants who have bypassed recall will no longer be eligible to bypass and their recall will be in inverse seniority order.

- f. All recall results shall be posted on all Company bulletin boards in each crew room at each Flight Attendant domicile and on the Company website along with a copy provided to the Association.
- g. Should vacancies remain after the recall process described above, the Company may hire new Flight Attendants to fill the vacancies, provided that all Flight Attendants on furlough were offered recall and those remaining on furlough are those who have elected bypass.

B. Realignment of Headcount with No Reduction in Force

- 1. Prior to initiating a realignment of headcount, the Company will notify AFA. A realignment of headcount occurs when the Company's targeted operational staffing requirement at a specific domicile(s) would result in an overage equal to or exceeding twenty percent (20%) of Flight Attendants on the domicile seniority list. Such overage must be anticipated to last more than ninety (90) days and no reduction in total force anticipated.

Once the Company notifies AFA that the reduction is necessary, any voluntary leaves of absence, voluntary furloughs, base transfers, resignations and terminations shall all be counted toward the reduction. If, after properly invoking the provisions of this paragraph B., the Company reduces the targeted overage to less than twenty percent (20%) during the reduction process, it will, at that point, no longer be able to utilize the provisions of this paragraph B. for any additional reductions at the domicile(s). The status of those already displaced out of the domicile(s) prior to readjustment of the targeted percentage reduction will not change.

- 2. Flight Attendants at the affected domicile(s) shall be given notice of the effective date of the reduction no later than forty-five (45) days prior to that effective date.
 - a. Leaves per paragraph A.1. may be offered prior to initiating any realignment pursuant to this Section.
 - b. All Flight Attendants in a domicile(s) where an overage exists will first be offered the opportunity to bid on any vacancies which exist in any other domicile prior to voluntary base transfers.
 - c. The Company will inform all affected Flight Attendants that they may elect to be voluntary displaced out of the domicile(s) or they may elect voluntary furlough. Flight Attendants electing voluntary



- displacement shall be considered to have been involuntarily displaced for the purposes of this Agreement. Such requests shall be processed in seniority order.
- d. If the staffing imbalance is not remedied, the most junior Flight Attendant(s) equal to the amount of the remaining overage will be offered their choice of 1) involuntary displacement to a domicile where a vacancy exists or 2) voluntary furlough.
 - i. Example: An overage of ten (10) Flight Attendants exists at domicile "A". All Flight Attendant(s) in domicile "A" are offered the opportunity to bid on ten (10) open positions (which happen to exist in domicile "B"). Five (5) Flight Attendants in domicile "A" bid and are awarded the vacancies in domicile "B". The remaining five (5) most junior Flight Attendants in domicile "A" are offered their choice of involuntary displacement to domicile "B" or voluntary furlough.
 - e. Should vacancies remain in domiciles other than the one(s) being reduced, after the transfer displacement process described above, the Company may hire new Flight Attendants to fill those vacancies.
 - f. Once notice is given per B.2. above, all moves out of the domicile, whether voluntary or involuntary, where the overage exists will be considered involuntary for purposes of eligibility under this Agreement.
 - g. For those Flight Attendants who accept voluntary furlough, standard furlough benefits apply in accordance with this Agreement. Such Flight Attendants will retain all forms of seniority and continue to accrue occupational seniority.
 - h. Flight Attendants on a leave of absence at the time of a displacement will not be required to select either displacement to another domicile or voluntary furlough for the duration of the leave.
 - i. Flight Attendants domiciled in San Juan who are on maternity leave of absence similarly will not be required to select either displacement to another domicile or voluntary furlough for the duration of the leave. By delaying the date upon which the election must be made, it is understood that these Flight Attendants will remain eligible for the Puerto Rican Maternity benefits as provided for in the Agreement.
 - j. In the event a Flight Attendant voluntarily or involuntarily transfers out of a domicile with an overage under this provision after vacation awards, she/he will be provided the same vacation slot(s) in the new domicile.



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3. Recall from Voluntary Furlough due to a Realignment of Headcount
- a. Flight Attendants who opt for voluntary furlough will provide the Company with a list of domiciles to which they will accept recall in order of preference. Flight Attendants may amend their recall preferences at any time. However, the recall preference on file with the Company as of 1200 noon CT one (1) day prior to base transfer awards will be used for purposes of executing transfers/recall. As vacancies become available, those vacancies will be offered system-wide in seniority order to normal base transfers and voluntary furloughs.
 - b. If, within five (5) years, vacancies emerge in the domicile of the original displacement, those vacancies will be first offered to those voluntarily furloughed or displaced from that domicile in seniority order.
 - c. A Flight Attendant shall have recall rights for a period of five (5) years from the date of the furlough. A voluntarily furloughed Flight Attendant shall be responsible for keeping the Company advised of her/his address.
 - d. Recall from voluntary furlough will be in seniority order. A Flight Attendant will be notified by the Company via overnight mail, return receipt requested or via a positive contact personal telephone call of her/his recall with the Company. After delivery of such notice to the last address or telephone number on file with the Company, the Flight Attendant will be allowed a period of ten (10) days within which to notify the Company of her/his intent to return to work or bypass recall. A furloughed Flight Attendant who is recalled to active service will receive at least fourteen (14) days' notice of her/his report date after indicating her/his acceptance of recall.
 - e. A voluntarily furloughed Flight Attendant who has completed probation may bypass recall to a domicile other than the one from which she/he was furloughed. A Flight Attendant accepting recall to a base other than the base from which she/he was furloughed will receive moving expenses as provided for in Section 6 of this Agreement.
 - f. A Flight Attendant recalled to the domicile from which furloughed may bypass recall to the extent that there is a more junior Flight Attendant on furlough from that domicile. However, if all Flight Attendants furloughed from that domicile have been recalled and additional vacancies exist at that base, Flight Attendants who have bypassed recall will no longer be eligible to bypass and their recall will be in inverse seniority order.
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- g. Should vacancies remain after the transfer/recall process described above, the Company may hire new Flight Attendants to fill the vacancies.
- h. All results of voluntary furloughs and recalls shall be posted on all Company bulletin boards in each crew room at each Flight Attendant domicile and on the Company website along with a copy provided to the Union.
- i. At the end of five (5) years, Flight Attendants still on voluntary furlough will be processed in the following manner:
 - i. Step One: The Company will offer available positions in seniority order to all Flight Attendants remaining on voluntary furlough.
 - ii. Step Two: If Step One fails to fill all available positions, the available positions will be filled in inverse seniority order by any Flight Attendant(s) remaining on voluntary furlough.
 - iii. Step Three: If any Flight Attendant(s) remain(s) on voluntary furlough following Step Two, they will be provided the opportunity to bid in seniority order on any position system-wide which their seniority would hold.
 - iv. A Flight Attendant remaining on voluntary furlough at the end of five (5) years who fails to exercise any of the options listed in Steps One through Three, as noted above, will forfeit all recall rights.
 - v. Any Flight Attendants who must be furloughed as a result of voluntarily furloughed Flight Attendants returning to active status by using the steps listed in paragraph iii. will be involuntarily furloughed in accordance with paragraph A.2. & 3. of this Section.

C. Base Closures

In the event of a base closure, an affected Flight Attendant will be allowed to displace a more junior Flight Attendant at another base in accordance with Section 15.C. of this Agreement.



SECTION 18: Leaves of Absence

A. Personal Leave

1. A Flight Attendant may, upon proper application to the Company, be granted a personal leave of absence of up to ninety (90) days. When such leaves are granted, the employee shall retain and continue to accrue all forms of seniority during such leaves.
2. Personal leaves of absence beyond ninety (90) days may be extended with the approval of the Company, up to a total of one (1) year. Occupational seniority will continue to accrue for the duration of the leave; however, a Flight Attendant will retain but not accrue Company and Classification seniority.
3. A Flight Attendant on a personal leave shall retain pass benefits in accordance with Company policy.
4. Personal Leaves shall be for a minimum duration of seven (7) consecutive days.

B. Funeral Leave/Bereavement Leave

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

1. Immediate Family
 - a. In the case of death of an immediate family member, a Flight Attendant will be allowed time off for up to five (5) days which do not have to be consecutive. Three (3) such days will be paid. The Flight Attendant may elect which of the three (3) days will be paid and must notify the Company of such paid days no later than the 5th of the following month, and such days do not have to be consecutive. A line holding Flight Attendant will be credited with pairings missed (less the value of legs into or returning from an overnight falling outside of the three (3) compensated days) and a reserve Flight Attendant will be credited with three hours and forty-five minutes (3:45) per day. The five (5) days off shall be used in conjunction with the funeral, memorial service, or settling of the estate, which includes preparing property for sale and moving effects.



- b. Immediate family for the purpose of paragraph B.1.a. above is defined as: spouse, domestic partner, son and daughter (natural, step, foster), mother and father (natural, step or in-law), sister and brother (natural, step), parent or child of domestic partner, grandmother, grandfather, grandchild, legal guardian, as well as any relative who is a resident of the household.
 - c. Should “Immediate Family” under Company policy be amended to include individuals other than those specified in paragraph B.1.b. above, such individuals will also be included under the provisions of B.1.
2. Other Relatives and Friends - In the event of death of a close relative or friend (e.g., brother-in-law, sister-in-law, aunt, uncle) other than those listed above, a Flight Attendant will be granted, upon request, three (3) days of unpaid leave. Such days do not need to be consecutive. The three (3) days off shall be used in conjunction with the funeral, memorial service, or settling of the estate, which includes preparing property for sale and moving effects.
3. In the event that a Flight Attendant requires more time off due to bereavement than is afforded by this Section, she/he may, at her/his option:
- a. Request a personal leave of absence from her/his Flight Service Manager. Such request will be given the utmost consideration and a decision will be made within twenty-four (24) hours; and/or
 - b. Request to move her/his previously scheduled vacation to the period immediately following the bereavement leave; and/or
 - c. Utilize other provisions afforded under this Agreement, as appropriate.

C. Jury Duty/Witness Leave

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



3. If a Flight Attendant must appear in court she/he shall be granted unpaid leave in order to appear in court upon submission of appropriate documentation prior to the appearance date.
4. A Flight Attendant who is a commuter and must serve jury duty will be released from days of work during the days of the actual jury duty and, if requested and necessary, any required travel days. Travel days will be without pay.

D. Medical Leave

1. Medical leaves will be approved for Flight Attendants when they are unable to perform their duties as a Flight Attendant. Such leave will be approved when medical verification is provided for the duration of the illness/injury which prohibits the Flight Attendant from returning to her/his position. [SL-BBB]
 - a. Medical Leave Recertification – For Diagnoses of a Non-Terminal Nature
 - i. If the doctor's note provided by the Flight Attendant does not contain an anticipated duration for the leave, the Company may require recertification every ninety (90) calendar days.
 - ii. If the doctor's note provided by the Flight Attendant has an initial anticipated duration of less than one hundred eighty (180) calendar days, the Company may not require recertification unless the anticipated duration is later extended beyond one hundred eighty (180) calendar days, in which case paragraph iii, below, shall apply.
 - iii. If the doctor's note provided by the Flight Attendant has an initial anticipated duration of more than one hundred eighty (180) calendar days, the Company may require recertification after one hundred eighty (180) calendar days and every six (6) months thereafter.
 - b. Medical Leave Recertification – For Diagnoses of a Terminal Nature
 - i. In the event that a physician diagnoses a Flight Attendant as having a disease that the doctor believes is terminal, the Flight Attendant shall not have to provide any subsequent recertification, unless the Flight Attendant is subsequently able to return to work.
2. A Flight Attendant will not be required to exhaust her/his sick leave bank before going on Medical Leave except where prohibited by law. However, the optional Short-Term and Long-Term Disability plans may require a Flight Attendant to exhaust her/his sick leave bank before



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

3. A Flight Attendant who requests treatment for a mental health problem or substance abuse problem, prior to notification of testing for random or reasonable cause, may at her/his request be placed on a medical leave for the duration of the treatment program.
4. A Flight Attendant will retain and continue to accrue all forms of seniority while on a medical leave of absence.
5. Medical leaves may not exceed five (5) years in duration. If a Flight Attendant is cleared back to active status and subsequently goes back out on a medical leave, the five-year clock starts anew.
6. A Flight Attendant on an authorized medical leave of absence will be allowed to travel on Company passes to medical appointments and otherwise as consistent with the Company pass travel policy.
7. A Flight Attendant who goes out on a medical leave of absence will be eligible to continue health insurance at the active employee rate for a maximum of twelve (12) months. If she/he comes back to active status and subsequently goes out on a leave again for a different medical reason, the 12-month clock for active employee status insurance benefit eligibility starts anew. If she/he comes back to active status and subsequently goes out on a leave again for the same reason, she/he must have been in an inactive status for a minimum of ninety (90) days before the 12-month clock for active employee insurance benefit eligibility starts anew.

E. Injury-on-Duty

1. A Flight Attendant who has suffered an occupational injury on duty (IOD) shall be governed by the provisions of Section 35 of this Agreement.
2. Any time spent on IOD Leave will be pro-rated per the Benefits Threshold calculation chart found in Section 20.C.

Example: A Flight Attendant is on IOD for six (6) months in 2021. She/he would have to meet a Benefits Threshold of 270 hours as a full-time Flight Attendant in order to maintain benefits.



F. Maternity Leave

1. Maternity leave and benefits shall be granted in accordance with Company policy and applicable law and shall not be less beneficial than the terms outlined in this Agreement. The Company will notify the Association of proposed material change(s) to the policy. No material change(s) will be implemented until agreed to by the Company and the Association.
2. A Flight Attendant shall retain and continue to accrue all forms of seniority during a maternity leave of absence.
3. Upon notification by a Flight Attendant to the Company of pregnancy, she shall be provided with a copy of the Flight Attendant maternity leave policy.
4. At the conclusion of a maternity leave, a personal leave may be approved for an initial period not to exceed ninety (90) days. A personal leave may be extended for an additional ninety (90) days, but no further extensions will be permitted. Personal leaves will be in accordance with paragraph A. of this Section.
5. A Flight Attendant utilizing maternity leave may substitute any accrued and unused sick leave and vacation time for any portion of unpaid maternity leave. A Flight Attendant on such paid leave shall be considered on active status.

G. Family Leave Act

1. A Flight Attendant will be granted FMLA leave in accordance with applicable law and Company policy and additionally, FMLA Leave will apply for domestic partners in the same manner as for spouses. The Company will notify the Association of material changes to the policy.
2. A Flight Attendant on FMLA leave will retain and continue to accrue all forms of seniority while on such leave.
3. Any state FMLA statutes that provide more favorable FMLA provisions than the federal statute shall apply to Flight Attendants in accordance with applicable state law.
4. Intermittent FMLA leave will only be applied to days of work.
5. A Flight Attendant on block FMLA Leave will have the ability to paper-bid if the leave will be paid leave.



6. Converting FMLA to VF for pay purposes: A Flight Attendant may apply a day of the current year's earned, but unused vacation or accrued vacation for the next year to an FMLA day(s) in order to receive pay. She/he must notify Pay Comp by the 5th of the following month in order that payroll may process the change.
7. A Flight Attendant shall not be required to deplete her/his accrued vacation prior to commencing an unpaid FMLA Leave of Absence.
8. Converting FMLA to SF for pay purposes: A Flight Attendant may apply available sick leave to an FMLA day(s) in order to receive pay. She/he must notify Pay Comp by the 5th of the following month in order that payroll may process the change.

H. Educational Leave

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

I. Military Leave

1. A Flight Attendant will be granted a Military leave of absence in accordance with federal law.
2. A Flight Attendant in the Military reserves serving guard and duty reserve to fulfill the minimum requirements will be released from days of work during the days of the actual training/duty and, if requested and necessary, any required travel days.



J. General

1. Unless otherwise specified, a Flight Attendant on a leave of absence will retain and continue to accrue all forms of seniority.
2. Prior to offering or implementing any type of leave not specified in this Section, the Company will notify the MEC President and allow her/him to offer input.
3. No leave taken pursuant to this Section will count as an attendance occurrence or otherwise be used in any way as the basis for discipline against a Flight Attendant, unless it is subsequently determined that the Flight Attendant falsified or misrepresented any information in relation to such leave.
4. Insurance provisions for Flight Attendants on Leave of Absence are outlined in Section 20 of this Agreement.
5. A Flight Attendant on any leave who does not qualify for "active employee" health insurance benefits may maintain the Group Health Benefits in which she/he is currently enrolled as an active employee and pay 100% of the full cost; or enroll for continuation coverage under COBRA; or elect to drop coverage for the duration of the leave.
6. A Flight Attendant returning from a leave of absence will be returned to duty and pay status no later than two (2) weeks from the date that all required information has been submitted to the Company. The two-week time period begins with the submission of all required information per the Company's initial request.
7. A Flight Attendant returning from any leave whose qualification has lapsed, shall be offered training in a timely manner; however, the provisions of 6. above shall apply.
 - a. A Flight Attendant who is offered a training date for which she/he is legal and available within the two-week period, but declines to attend such training, choosing instead to attend training following the two-week period, is deemed to have waived the reinstatement to paid status until such time as she/he actually begins training.
8. A Flight Attendant on any leave of absence may substitute accrued and unused vacation time for any unpaid portion of the leave. A Flight Attendant on such paid status shall be considered to be on active status.
9. The Association will be provided, on a monthly basis, the names of Flight Attendants on furlough, leaves of absence and Flight Attendants on temporary or special assignments for a full month, including the date the Flight Attendant went off the line and her/his return date.



K. Return to Active Status in Full or Partial Month

1. If available for less than the full bid period, the number of minimum days off will be prorated based upon the numbers of days available per the chart (A) found in Section 8.B. and the Flight Attendant will receive a “soft” credit in accordance with the chart (A) found in Section 8.B. for each day of unpaid leave for purposes of bidding only (e.g., a Flight Attendant returning from maternity leave mid-month). Such line will be built in accordance with the Flight Attendant’s seniority.



SECTION 19: Training

- A. The Company will publish the Continuing Qualification (CQ) training dates and list of Flight Attendants required to attend training on the Flight Service website two (2) months prior to the applicable training month [i.e. in March the Flight Service website will include May training dates available for bid and names and priority (i.e. base, grace, or early month) of eligible Flight Attendants]. Training dates will be awarded in seniority order to Flight Attendants in the order of her/his training month priority: 1. Base Month; 2. Grace Month; 3. Early Month and will follow the schedule below.
1. Publish and open training dates on the Flight Service website two (2) months prior to the training month no later than the first at 1200 noon CT.
 2. Close the bids: 1st of the month prior to the training month by 1200 noon CT.
 3. Bids awarded: no later than the 4th of the month prior to the training month by 1200 noon CT.
 4. A Flight Attendant who is assigned training may request a change of training dates, in accordance with Section 8.B.6. If class space is available, the Company will grant such request.

Example for a February Training Event:

- December 1st: Training Dates are published and opened on the Flight Service website.
 - January 1st: by 1200 noon CT Bids Close for Training.
 - January 4th: by 1200 noon CT Training Dates are awarded.
 - January 4th: at 1200 noon CT: Trading Swap Window Opens
 - January 9th: at 1000 CT: Trading Swap Window Closes
 - January 10th: at 1000 CT: Training Dates Finalized
- B. If a Flight Attendant fails to submit a bid prior to the monthly training bid closing time or fails to indicate training preferences on the bid, she/he will be assigned training dates. Likewise, any Flight Attendant who fails to attend scheduled training will be assigned alternate training dates by the Company. A Flight Attendant who is assigned training may request a change of training dates so long as the request is received by the bid line closing of the month prior to the training month. If class space is available, the Company will grant such request.
- C. For each day in training a Flight Attendant will be paid three hours and forty-five minutes (3:45), at her/his applicable hourly rate as specified in Section 4.A.1. of this Agreement. It is understood for Flight Attendants holding a line of CDOs the time removed will be paid and credited the greater of VOD or pairings missed.



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- D. In order to prepare for CQ training, a Flight Attendant may, when submitting a training date bid, at her/his option indicate to have a day free from duty immediately preceding the first day of CQ training or travel day, if applicable. Such day free from duty will be unpaid and not count towards the Flight Attendant's minimum days off.
 - E. A Flight Attendant who attends training on a day off will be paid and credited with three hours and forty-five minutes (3:45) in addition to her/his guarantee.
 - F. A Flight Attendant on a reduced line guarantee may, at her/his option, attend training during the portion of the month in which no flying is scheduled.
 - G. A Flight Attendant required to attend training out of domicile will be provided with positive space transportation to and from training over the AAG North American system from the Flight Attendant's domicile or airport of residence. Additionally, commuter Flight Attendants will be afforded positive space transportation to attend training in their domicile. In the event of a cancellation or disruption, a Flight Attendant may contact the training department for assistance if she/he is unable to reschedule herself/himself.

H. Training Hotels and Per diem

- 1. A Flight Attendant who is required to leave her/his domicile for training will be provided hotel accommodations if the training is scheduled for more than one (1) day. A Flight Attendant who is required to leave her/his domicile for training and is scheduled to arrive the night prior in order to attend training the next day (of one (1) or more days), the Flight Attendant will be provided hotel accommodations for that night. The Flight Attendant will be paid per diem from the time she/he is required to report at her/his domicile until her/his return to domicile.
 - a. A commuter Flight Attendant traveling for training from and to her/his airport of residence will be paid per diem from the time she/he would have been scheduled to report at her/his domicile until she/he would have been scheduled to return to domicile.
 - b. If a commuter Flight Attendant misses her/his last flight from training to the airport of residence on a calendar day due to an activity or action inspired or caused by the Company, the Flight Attendant will be provided hotel accommodations for that night. [SL-XX]
 - c. At the Flight Attendant's discretion, a commuter Flight Attendant who is based other than DFW, will be permitted to utilize one of her/his four (4) allotted commuter hotel rooms as described in Section 34 of this Agreement, for the purpose of lodging the night prior and/or after a training event.



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2. A Flight Attendant who is not required to leave her/his domicile for training will receive per diem for each hour, or fraction thereof, of scheduled Company-provided training.
 3. A Flight Attendant who attends training in domicile of more than three (3) days will be provided with a hotel room per 34.A.1. The Flight Attendant will be paid per diem from the time she/he is required to report for training until the conclusion of training.
 4. At the Flight Attendant's request, which must be made at least 72 hours prior to the start of training, the Company will provide, at no expense to the Flight Attendant, comfortable and adequate single occupancy lodging in a suitable location for a DFW-based Flight Attendant who does not have a residence within fifty (50) miles (based on AAA mileage) of the Envoy Training Center when she/he is required to overnight in DFW while attending a training event (e.g. CQ training). Hotels must conform to Section 34 of this Agreement. [SL-KK]
- I. A Flight Attendant shall not be required to return from vacation or leave of absence for any training. A Flight Attendant voluntarily returning for training will be paid in accordance with the provisions of this Agreement.
 - J. The Company shall provide at least ten (10) hours of rest after each day of training, which cannot be reduced. The Company will comply with maximum duty periods stated in this Agreement while a Flight Attendant attends training. A Flight Attendant shall be considered on duty while attending training and for the scheduled travel time to training from domicile and the later of the scheduled or actual, travel time from training back to domicile. For the purposes of this paragraph, rest will be based on the first scheduled available flight to domicile following training that the Flight Attendant would reasonably be able to depart on given travel and check-in time allowances. However, if the Company assigns the Flight Attendant to a later flight; duty time shall be based upon that flight.
 1. A Flight Attendant may waive in PBS to FAR + 45 minutes for rest following a training event.
 - K. All training will be conducted in accordance with the policies and procedures of the In-Flight Department. Upon request, the Company will meet with the Association Flight Attendant Training Committee to discuss policies and procedures.
 - L. Flight Attendants attending training will receive one (1) ten-minute (:10) break for every two (2) hours of scheduled training and a one (1) hour meal period for training in excess of six (6) hours. If the scheduled training period transits two (2) traditional meal periods, the Company will schedule two (2) thirty-five-minute (:35) meal periods in lieu of the one (1) hour meal period. Such thirty-five-minute (:35) meal periods will be scheduled in conjunction
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with the ten-minute (:10) break described above to create two (2) forty-five-minute (:45) meal periods. The Company will provide access to the cafeteria during its regular hours of operation so long as it remains available. If the training is on a Saturday, Sunday or holiday and/or the meal period falls at a time when the cafeteria will be closed or is no longer available, the Company will provide a list of options for delivery from which employees may place an order for their purchase.

- M. The Company will not schedule training between the hours of 2100 Local and 0600 Local time with the exception of the introduction of new aircraft type(s), while awaiting delivery of a cabin trainer.
- N. In the event that distance learning training (e.g., computer-based, home-study booklet, E-learning, etc.) is incorporated into the Flight Attendant training requirements, the Flight Attendant will be credited in the following manner:
1. A panel of four (4) Flight Attendants will be established to complete the distance learning course. The Union and the Company will each select two (2) participants to be on the panel. None of the Flight Attendants selected will have been involved in the development of the training. The Flight Attendants on the panel will be paid in accordance with Section 4.I. The average time of all four (4) Flight Attendants to complete the training will determine the official assigned value of the training.
 2. Each Flight Attendant completing the distance learning will be credited with fifty percent (50%) of the assigned value at her/his applicable hourly rate in accordance with Section 4.A.1. and paid above the minimum guarantee in accordance with Section 4 of this Agreement.
 3. In no event will a Flight Attendant be credited with fewer than thirty minutes (:30) for each distance learning training course completed.
- O. For training other than CQ training and new equipment training (which is provided for in Section 1.E.), the Company may offer such training for bid in accordance with Paragraph A. above or may allow Flight Attendants to sign up for such training voluntarily on a first-come, first-serve basis. In either case, a Flight Attendant may request a change of training dates and/or classes in accordance with Paragraph B. above. Additionally, Flight Attendants may swap training dates and/or classes with each other, so long as such swap does not create a legality conflict.
- P. With the exception of new hire training, no Company-required training shall be held on Thanksgiving Day, December 24th, 25th, 31st and January 1st.



Q. Training Removals Before or During Training Event

1. If a Flight Attendant is removed from a training event before or during a training event due to circumstances within the Company's control [e.g., a failure in the LMS (Learning Management System) or any successor system, a cabin trainer/door failure, equipment failure, etc.] the following will apply:
 - a. If before the start of training, the Flight Attendant will be removed from training and rescheduled.
 - b. If during the training event, the Flight Attendant will complete all remaining portions possible, and will be rescheduled for all missed portions.
 - c. The Flight Attendant will be rescheduled for training on her/his next day of scheduled duty. She/he will be paid the greater of the value of:
 - i. The time removed, including the touching leg(s) or
 - ii. The value of the training day(s) per C., above.
 - d. If the Flight Attendant cannot be rescheduled on her/his next day of duty because there are no available training slots, the Flight Attendant and the Training Department may mutually agree on a rescheduled date occurring within fourteen (14) days. If agreement is not reached, the Training Department will schedule an alternative date with consideration for any preferred dates expressed by the Flight Attendant. If the Flight Attendant attends training on a day off, she/he will be paid the VOD for each day of training above guarantee per E., above.
 - e. Any removal from training under the above circumstances will not result in an attendance or performance occurrence.
2. If a Flight Attendant fails to complete prerequisite training and/or arrives to training without required equipment, the Flight Attendant will be removed and rescheduled to the next available training class.

R. Training Failures

1. If a Flight Attendant does not successfully complete a training event, the Flight Attendant shall be placed in the next available training event, but no later than seven (7) days from the date of incompleteness. However, if the Flight Attendant has scheduled vacation that conflicts with the new training date, she/he shall be placed in the training event that occurs immediately after the vacation.



2. If no training event is scheduled within the time limits as described above, the Company shall offer the Flight Attendant Special Assignment work in her/his domicile until the next training event is scheduled. If the Flight Attendant elects to decline the offer of Special Assignment she/he will forgo the pay credit. Alternatively, a Flight Attendant may elect to decline the offer of Special Assignment and substitute unused paid vacation.

S. Familiarization/Differences Training

1. The Company may require Flight Attendants to attend special familiarization/differences training (e.g., new fire extinguisher, new oxygen mask for Embraer aircraft) at domicile not to exceed fifteen minutes (:15) and three (3) times per year (rolling 12-month period). Such training will be accomplished immediately prior to or immediately after a pairing or during a scheduled break and will be unpaid.



SECTION 20: Retirement, Insurance and Benefits Qualifications

A. Insurance

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

B. Retirement

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

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



<u>Years of Service</u>	<u>Company Match Of Flight Attendant Eligible Earnings *</u>
<u>1 - 9</u>	<u>54% of up to 6% for a maximum of 3.25%</u>
<u>10 - 15</u>	<u>70.84% of up to 6% for a maximum of 4.25%</u>
<u>16 - 19</u>	<u>83.3% of up to 6% for a maximum of 5%</u>
<u>20 +</u>	<u>100% of up to 6% for a maximum of 6%</u>
<u>* Effective March 02, 2022</u>	

C. Benefits Qualifications

1. Unless otherwise provided for, Flight Attendants shall be required to meet certain annual hourly thresholds of paid credit hours in the current year in order to accrue benefits for the following year. Newly hired flight attendants with less than a full year of seniority within the qualifying period of accrual (July 1st through June 30th) will receive benefits in accordance with the pro-ration chart in Section 20.C.2.b except for eligibility in the Company's health and welfare plans which shall commence immediately upon their status into that of active service.
 - a. Benefits: shall mean vacation accrual, sick leave accrual, uniform allowance accrual, and the Company's health and welfare plans.
 - b. Credit hours: shall mean all compensation paid to a Flight Attendant as expressed in terms of hourly pay. Examples of this include, but are not limited to: block hours, guarantee pay, vacation pay, sick pay, paid union leave, paid leave, pay-withheld status, training pay, special assignment pay, premium pay, etc.
 - c. Unless otherwise specified in this Agreement, the period of accrual shall be the period from January 1, 2013 to June 30, 2013 for benefits eligibility commencing January 1, 2014 and the credited hours shall be prorated using the table in Section 20.C.2.b below. For all subsequent years the period of accrual for uniform allowance, sick leave accrual and vacation accrual shall be the period from July 1st through June 30th for benefits eligibility for the following year. For the purpose of health and welfare benefits only, the accrual period will be from October 3rd to October 2nd of the following year, in compliance with the Affordable Care Act.
2. In order to be eligible for benefits, as set forth in the above paragraph, for the following year, a Flight Attendant must earn pay credit hours pursuant to paragraph C.1.c. above, in accordance with the following schedule:



- a. Any Flight Attendant who receives pay credit of 540 hours or more will not experience any reduction in benefits or benefits accrual.
- b. Any Flight Attendant who receives pay credit of at least 350 hours, but less than 540 hours will receive partial benefits as outlined in the table below.

Benefit Proration Chart

	0-349 Pay Credit Hours	350-539 Pay Credit Hours	540+ Pay Credit Hours
Sick Accrual - Less Than 5 Years	None	1 hour 45 minutes per month	3 hours 30 minutes per month
Sick Accrual - More Than 5 Years	None	2 hours per month	4 hours per month
Health Benefit Participation	None	At Part-time Rate	At Full-time Rate
Vacation Accrual	None	1/2 of Full-time Accrual per 10.A.1. PBS 1/2 week = 4 Consecutive Days	Full-time Accrual Per 10.A.1.
Uniform Cash Value	None	\$125.00 Dollars	\$250.00 Dollars

3. Health and Welfare Benefits

- a. A Flight Attendant who goes out on an IOD or Medical Leave of Absence will be eligible to continue health insurance at the active-employee rate for a maximum of twelve (12) months. If she/he comes back to active status and subsequently goes out on a leave again for a different medical reason, the 12-month clock for active-employee status insurance benefit eligibility starts anew. If she/he comes back to active status and subsequently goes out on a leave again for the same reason, she/he must have been in active status for a minimum of ninety (90) days before the 12-month clock for active-employee insurance benefit eligibility starts anew.



- b. Once a Flight Attendant returns to active status from a Leave of Absence, she/he shall continue/resume medical insurance benefits on an active-status basis until the new plan year. In order to determine the entitlement to future benefits, the Flight Attendant's eligibility shall be determined on a prorated basis for the months remaining in the "period of accrual" defined in C.1.c. above, and as outlined in the table below.

LOA Benefit Chart		
Number of Months	Qualifying Hours for Full Benefits	Qualifying Hours for Partial Benefits
1	45	29:10
2	90	58:20
3	135	87:30
4	180	116:40
5	225	145:50
6	270	175:00
7	315	204:10
8	360	223:20
9	405	262:30
10	450	291:40
11	495	320:50



SECTION 21: Grievance Procedure

A. Investigations

1. Involving Discipline

- a. When the Company conducts an investigation, which has the potential to lead to disciplinary action or discharge, the Flight Attendant shall be notified that she/he is entitled to Union representation, if requested.
- b. If prior notice of the meeting is not provided to either the Flight Attendant or the Union, and if necessary for the Flight Attendant to secure Union representation, the Flight Attendant will be permitted the option to reschedule the meeting to allow for a reasonable amount of time to obtain representation. In urgent situations requiring immediate action, such as drug and alcohol investigations, serious security/safety matters, or other serious misconduct, an immediate investigation will not be delayed.
- c. At the outset of any investigatory meeting, the Company will verbally brief the Flight Attendant and the Union representative concerning the reason for the meeting.
- d. The Company may not withhold a Flight Attendant from duty without pay, pending an investigation, except for alleged violations of the Company's drug or alcohol policy, or when the Flight Attendant is refusing to comply with a Company order to appear for a hearing, or surrender Company property. The pay status of a Flight Attendant removed with pay and subsequently disciplined or discharged will not have her/his pay status retroactively changed.
- e. A Flight Attendant will be notified in writing of the outcome of the meeting after the investigatory meeting(s) are concluded.
- f. A Flight Attendant who is disciplined or discharged may challenge that decision by filing a grievance at Step 1, within ten (10) days of notification of the decision, pursuant to Section B. below.

2. Not Involving Discipline

- a. When a Flight Attendant alerts the Union to a potential contractual violation, or the Union becomes aware of a potential contractual violation, the Union will notify the Company to start an investigation.



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- b. The Company will assign the inquiry an issue number and research the issue.
 - c. The Company will respond to the Union with the results of its investigation within thirty (30) days. This may be extended by mutual agreement.
 - d. If the Union does not agree with the result of the Company's investigation, it may challenge that decision by filing a grievance at Step 1, within thirty (30) days of notification of the decision, pursuant to Section B. below.

B. Grievance Process

1. A grievance is a dispute between the parties under the terms of this Agreement. It must be filed in writing with the Operational Vice President or her/his designee. Failure to file a grievance in writing within the limits specified constitutes a waiver of the grievance.
2. The Union MEC President or a Flight Attendant(s) who has a grievance will be granted a hearing provided she/he files a grievance with a request for hearing with the Vice President of Flight Service or her/his designee with a copy to the Union within ten (10) business days of the date upon which discipline or discharge is based or within thirty (30) days of the time the Flight Attendant(s) became aware or should have become aware of the event giving rise to the grievance. Grievances may be filed in writing, or electronically by email, to the Vice President of Flight Service or her/his designee followed by a copy in writing via certified mail. The following steps will then be taken:

Step 1: The hearing will be held within ten (10) business days of the earlier of the date that the electronic or written request is received by the Vice President of Flight Service or her/his designee. This time frame may be extended by mutual agreement. Electronic receipt will be acknowledged by a return email. The aggrieved Flight Attendant(s) will be given at least three (3) business days' written notice, electronically via Company email, of the time and date for such hearing.

Electronic receipt will be acknowledged by a return email. If a Flight Attendant has been terminated, she/he will be notified via USPS or overnight delivery, with receipt anticipated at least three (3) business days prior to such hearing.



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- Step 2: Within ten (10) business days following the completion of the hearing, the Company will issue its decision in writing. If the decision of the Company is not satisfactory, it may be appealed by the Union to the System Board of Adjustment by filing a written notice of appeal with the Board within thirty (30) days after receipt by the aggrieved Flight Attendant(s) of the Company's decision.
3. The grievant is entitled to have a Union Representative present at any step of the grievance procedure.
 4. Copies of all notices and decisions shall be mailed to the Union Legal Department and the Union Grievance Representative.
 5. Time limits in this Section may be extended by mutual agreement of the parties.

C. Exoneration

1. If, as a result of any investigation in A.1.d., above or any hearing or appeal, as provided herein, a Flight Attendant is exonerated, she or he, if held out of service, will be reinstated without any loss of all forms of seniority and shall be paid for such time loss in an amount which would have ordinarily been earned had she or he continued in service during such period.
2. If, as a result of any hearing or appeal, as provided herein, the Flight Attendant shall be exonerated, the personnel records shall be cleared of the charges.

D. Settlement Process

1. Nothing herein shall prevent Company and Union representatives from intervening at any step of the grievance procedure in an effort to seek a resolution.
2. There will be a quarterly meeting between designated representatives of the Company and designated representatives of the Union, to review cases which are pending appeal to the System Board of Adjustment. The purpose of this meeting will be to attempt resolution of those pending cases prior to appeal to the Board.



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SECTION 22: System Board of Adjustment

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



- G. The Board, as comprised with the neutral member sitting as the Chairperson of the Board, shall meet with the purpose of hearing and deciding the case to be determined. The Board will render its decision in writing as promptly as possible. A majority vote of three (3) Board members, or the neutral when she/he sits alone, shall be sufficient to make a decision which shall be final and binding and conclusive on the Company and the Union.
- H. The expenses and reasonable compensation of the neutral member and stenographic services will be borne equally by the parties. The parties may mutually agree to forego stenographic services if they are not required. Each of the parties will assume the compensation, travel expense and other expenses of the Board members selected by it and the witnesses called by it. Insofar as space is available and to the extent permitted by law, grievant(s), witness(es) and representative(s) who are employees of the Company shall receive positive space transportation, consistent with the Company business pass travel policy, for traveling to and from the location of the arbitration hearing.
- I. All submissions of disputes referred to the Board shall be addressed to the Board with one (1) copy to the Company and the Union. One (1) copy of the submission shall be submitted to the neutral third member. Each such submission shall show:
1. Question or questions at issue;
 2. Statement of facts;
 3. Position of the Union;
 4. Position of the Company.
- J. 1. The Company and Union may be represented by such person or persons as they may choose and designate. Evidence may be presented either orally or in writing, or both. All witnesses testifying orally or by deposition shall do so under oath.
2. The Board, may, by majority vote, or at the request of either the Union Representative or the Company Representatives thereon, summon any witnesses employed by the Company who may be deemed necessary to the dispute, provided such summons does not unnecessarily interfere with the operations of the Company.
- K. 1. Each and every Board member shall be free to discharge her/his duty in an independent manner without fear that her/his individual relations with the Company, the Union or with employees may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board member.



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2. Each witness summoned by the Board or called by either party shall be free from retaliation or adverse action by either the Union or the Company because of her/his giving testimony in good faith.

L. Grievance Mediation

Once a grievance has been forwarded to the System Board level in accordance with the provisions of this Agreement, the parties may mutually agree to engage in mediation prior to convening a three-member Board. Notwithstanding such an agreement, the parties will still meet to determine the neutral Board member in accordance with sub-section D. above in order to avoid a delay and a final resolution, should mediation not be successful. If the parties mutually agree to engage in mediation, the time limits set forth in sub-section C. above determining the date by which a Board meeting must take place shall be deemed to begin upon the conclusion of the mediation process or the withdrawal of one or both parties from the process.

1. A one-time training session for the mediation participants will be conducted by the National Mediation Board and will be held on a mutually agreeable date at a location selected by the National Mediation Board. Thereafter, mediation proceedings conducted pursuant to paragraph L. will be held in the city where the general offices of the Company are located, at a mutually agreeable site.
2. Mediators will be provided by the National Mediation Board pursuant to a process agreed upon by the parties. The parties may, however, mutually agree to use the services of a private Mediator rather than those of one provided for by the National Mediation Board. In such cases, the fees and expenses, including the cost of any conference facilities or materials, will be shared equally between the parties. Each party shall bear the expenses of its participants in the mediation process.
3. Mediation shall be scheduled for the second week of February, May, August, and November. In the event that there are no cases pending for mediation twenty-one (21) calendar days prior to the scheduled mediation session, the parties shall notify the scheduled Mediator that the session is being cancelled.
4. Cases will be scheduled for mediation conference in the quarter in which they are submitted or in the ensuing quarter. In the event the cases cannot be scheduled during the available dates or in the ensuing quarter, additional dates will be secured to accommodate the cases.



5. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The presentation of evidence is not limited to that presented at any previous step of the grievance procedure. The rules of evidence will not apply and no transcript of the Mediation Conference shall be made.
6. The grievant(s) and her/his Union Representative(s) will have the right to be present during the mediation proceedings. Other attendees will include those individuals needed to present the parties' position and reach agreement with authority to bind their respective party. Non-participating observers will not be admitted except by mutual agreement of the parties.
7. The Company and the Association shall each appoint a spokesperson who may be an attorney, for the Mediation Conference.
8. The mediation process is informal. The Mediator has the authority to meet both jointly and separately with the parties; however, the Mediator has no authority to compel resolution of the grievance.
9. The record of the mediation shall be closed and inadmissible in any subsequent proceeding unless a written settlement is reached. In which case the record shall be admissible solely to interpret, enforce, or apply the settlement, if necessary.
10. By mutual agreement, the parties may request the Mediator to give them an oral advisory opinion.
11. Written material presented to the Mediator or the other party shall be returned to the party presenting the material at the termination of the Mediation Conference.
12. In the event that a grievance that had been the subject of a Mediation Conference is subsequently heard before the System Board of Adjustment, the Mediator may not serve as the neutral Board Member of the System Board, nor may she/he be called as a witness by either party in the Board's proceedings. During the System Board proceedings on such grievance, no reference will be made to the fact that the grievance was the subject of a Mediation Conference; nor will there be any reference to statements made, documents provided, or actions taken by either the Mediator or participants during the course of a Mediation Conference, unless the party offering such statements, documents or actions would have had access or entitlement to them outside the Mediation Conference.



13. By agreeing to schedule a Mediation Conference, the parties are not waiving any procedural argument(s) that they have regarding the case. Both the Company and the Association reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such Conference.
14. All parties involved in the mediation conference, including the Mediator, shall be barred from disseminating information surrounding the Conference and/or individual grievances to the public, the media or like sources for the duration of the mediation process. Nothing in this Agreement, however, bars either side from disseminating general information regarding scheduling and outcome of a mediation during the mediation process.
15. The scheduling of hearings and meetings will be coordinated between the parties.

M. Document Exchange

No later than fifteen (15) days prior to the day a case is scheduled for hearing by the System Board, the representatives designated by the parties will exchange all documents they intend to enter as exhibits in support of their respective positions and a written list of those witnesses who they deem necessary for the hearing. Representatives of either party will not be restricted from entering documents or summoning witnesses who become known subsequent to the 15-day exchange provided timely notice is given to the opposing party.



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SECTION 23: Union Security and Dues Check-Off

A. Agency Shop

Each Flight Attendant covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union, shall be required to, as a condition of continued employment, within sixty (60) days following the beginning of her/his employment or as provided for the Union's Constitution, whichever is later, pay the Union each month a service charge as a contribution for the administration of this Agreement and the representation of such employee. The service charge shall be an amount equal to the Union's regular and usual monthly dues and periodic assessments, including LEC and MEC assessments, which would be required of the Flight Attendant if a member.

- B. If a member becomes delinquent in the payment of her/his membership dues, such member shall be notified by registered mail, return receipt requested, copy to the Company, that she/he is delinquent in the payment of membership dues as specified herein and is subject to discharge as an employee of the Company. Such letter shall also notify the employee that she/he must remit the required payment within a period of thirty (30) days or be discharged.
- C. If, upon expiration of the thirty (30) days the employee still remains delinquent, the Union shall certify in writing to the Company, copy to the employee, that the employee has failed to remit payment within the grace period allowed and is therefore, to be discharged. The Company shall then take proper steps to discharge such employee from the service of the Company. Such discharge shall be deemed to be for cause.
- D. Any determination under the terms of this Section shall be based solely upon the failure of the employee to pay or tender payment of membership dues, and not because of denial or termination of membership in the Union upon any other grounds.
- E. The Company agrees to deduct from the pay of each employee who voluntarily executed the agreed-upon form in "Appendix A" on or after the effective date of this Agreement, and remit (electronically) to the Union the membership dues uniformly required by the Union.



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- F. When a “dues form” as specified herein is received by the payroll department on or before the first day of the month, deductions will commence with the second pay day of the month following and will continue thereafter. The Company will electronically remit to the Union payment of all dues collected as soon after the pay day as possible. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of Union dues to the Union will be accompanied by a list of names, employee numbers, and amounts deducted in that particular period. Such information shall be sent, in a mutually agreed electronic format, to the AFA Director of Membership along with an explanation of any codes used by the Company in the report.
 - G. No deductions of Union dues will be made from the wages of any employee who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay. Upon return to work within the classification covered by this Agreement, whether by transfer, termination or leave without pay, or recall from furlough, deductions shall be automatically resumed. As a courtesy, when a Flight Attendant requests a Leave of Absence, the Company shall advise her/him of the obligation to continue paying dues for the first three (3) months of any such leave as well as her/his obligation to send such payments directly to the Union. The cooperation of the Company on this issue is in no way considered a liability of the Company to secure Union dues. The Union will not grieve an individual and sporadic case(s) in which the Company has inadvertently failed to provide such notice to a Flight Attendant.
 - H. An employee who has executed a “dues form” and who resigns or is otherwise terminated (other than furlough) from the Company, shall be deemed to have automatically revoked her/his assignment, and if she/he is re-employed, further deductions of Union dues will be made only upon receipt of a new “dues form”.
 - I. Collections of any back dues owed at the time of starting deductions for any employee, and collections of dues missed because an employee's earnings were not sufficient to cover the payment of dues for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions.
 - J. Deductions of dues shall be made once a month provided there is a balance in the paycheck sufficient to cover the amount after all deductions authorized by the employee, or required by law, have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period which included her/his last day of work.



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- K. The Union agrees that it shall indemnify the Company and save the Company harmless from any and all claims which may be made by the Flight Attendant or Flight Attendants against the Company by virtue of the wrongful application or misapplication of any of the terms of this Section.
- L. The Company will provide a means for payroll deductions for Flight Attendant political contributions. The Plan will be known as "FLIGHT-PAC" and will be administered by the Company with administrative cost being borne by the Association. Additionally, the Company will provide for payroll deductions under the same conditions for the AFA Disaster Relief Fund that assists Flight Attendants in need. The forms necessary for the administration of these Plans will be provided by the Association and distributed to the Flight Attendants by the Association. Payroll deductions will automatically cease if the Flight Attendant is terminated, furloughed, laid off or is not in active service with the Company.



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SECTION 24: Conduct of Union Business

- A. The Union may post Union notices signed by authorized Union officials on Union bulletin boards provided by the Company at all Flight Attendant domiciles. No notice posted on such board shall contain derogatory or inflammatory material with respect to the Company or its employees. Should the Company object to the posting of the material because it is derogatory or inflammatory as stated above, it shall immediately notify the Union and the Union will remove the item.
- B. The Union will be responsible for printing copies of this Agreement (using a Union printer) for distribution to Flight Attendants, within sixty (60) days after signing. The Company and Union will share (50%-50%) the cost of printing and providing copies of this Agreement; however, the Company's obligation will not exceed the lowest bid of the outside printers from which it solicits bids.
- C. The Union will advise the Company in writing of the names of its designated representatives and such designation shall remain effective until revoked by written notice.

D. **Union Business Leave**

- 1. The MEC President or her/his designee shall inform the Vice President of Flight Service or her/his designee of the Flight Attendant(s) who are required to be free from duty for the purpose of conducting Union business and the proposed dates. If the service of the Company permits, such Flight Attendant(s) shall be removed from the requested pairing(s). The Company will not unreasonably deny such pairing removals. Once approved, a Union pairing drop will not be revoked. The Flight Attendant may elect to trade pairings or be rescheduled. If such activity is restricted, the Vice President of Flight Service or designee may override such restrictions.
 - a. If a Flight Attendant's working pairing does not return to domicile in time for the Flight Attendant to commence her/his union leave due to a cancellation, delay, or other scheduling difficulty, it is understood that the portion of the drop which can be taken will not be involuntarily cancelled by the Company.
 - b. The Union will not be charged for the portion of the approved Union Pairing drop for which the Flight Attendant was not able to be available. The Flight Attendant will be compensated under the line guarantee provision in Section 4.C.1. or other applicable provision.



2. Flight Pay Loss and Pairing Removal Procedures

a. Flight Pay Loss: Individual Pairings Dropped

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

b. Flight Pay Loss: Paper Bid

When a Flight Attendant will be on Union Business leave for the entire bid period, she/he may “paper bid.” The names of Flight Attendant(s) who will be paper bidding for the next bid period will be submitted to the Company no later than the fifth (5th) day of the current bid period. A Flight Attendant who paper bids will be deemed to hold the line to which her/his seniority entitles her/him for all purposes, including, but not limited to: vacation, sick leave, jury duty, etc.

c. Flight Pay Loss: Straight Bill

The Union may submit a “Straight Bill” calculation for a specific hour amount of flight pay loss each month for an individual Flight Attendant.

- i. This “straight bill” calculation will be submitted by the Master Executive Council President to the Company no later than the fifth (5th) day of the current bid period for the following month.
- ii. The amount of hours in a straight bill calculation will not be dependent upon hours contained in any “pairings missed” which may or may not have been dropped for Union business.

d. Pay for Flight Pay Loss

- i. The Company will compensate the Flight Attendant while performing Union Business as if she/he had performed service as her/his normal duty period(s), as applicable unless she/he requests that the leave be without pay.
- ii. Within thirty (30) days following the bid period in which such pay loss is incurred, the Company will advise the Union as to the total amount of such reimbursement. The Company will submit an invoice to the MEC President or her/his designee detailing the following:
 - The name(s) of the Flight Attendant(s)
 - The date(s) of work scheduled for Union Business leave
 - The number of scheduled hours missed
 - Her/his applicable hourly rate
 - The amount of loss calculated in dollars



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- iii. The base amount of pay loss will be calculated by multiplying the scheduled hours missed by the applicable hourly rate of pay as prescribed in Section 4.A.1. of this Agreement.
 - iv. In addition to the base pay calculated in paragraph D.2.d.iii. above, the Company may include an additional 24% override to cover the burden of taxes, workers' compensation benefits, etc.
 3. Unpaid Union Drops
 - a. A Flight Attendant may request that a pairing(s) dropped for Union Business be without pay.
 - b. A Flight Attendant who requests and is awarded an unpaid pairing drop for Union Business will have the amount of dropped time deducted from her/his projected monthly bid line.
 - c. An unpaid pairing dropped for Union Business will result in time (and thus pay) being deducted from a Flight Attendant's pay in the same manner as time (and pay) deducted from a line holding Flight Attendant's monthly bid line.
 4. Open Time/Fly-Back

A Union representative may pick up flying (from Open Time or from another Flight Attendant) on a scheduled day off or on a day where paid and/or unpaid union leave has been granted whether the union leave was through a pairing drop, straight bill, or paper bid. The Flight Attendant picking up Open Time may code it as Open Time or Fly-Back for pay purposes. Time picked up from another Flight Attendant may only be coded as Fly-Back. Time designated as Fly-Back will be credited against flight pay loss amounts billed to the Union.
 5. A Flight Attendant on Union Business leave will have all rights to apply vacation, sick leave, jury duty, FMLA, and any other benefits normally entitled to as an active Flight Attendant while on such leave.
 6. Upon request by the MEC President, the Company will split a pairing such that it will begin and/or end in a domicile other than that in which the representative is based. Upon request by the MEC President, the Company, at its discretion, may split a pairing such that it does not begin and/or end in a domicile. Such approval will not be unreasonably withheld.
 7. If a pairing is dropped for the purposes of meeting with the Company and the Company subsequently cancels or reschedules the meeting, the Company shall absorb the cost of the flight pay loss, and AFA will not be billed, if the Company does not put the Flight Attendant back on the original pairing from which removed.
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- E. Official Union bulletins may be distributed to the Flight Attendants' mailboxes if they have been approved for such distribution by a Managing Director of Flight Service. Such approval will not be unreasonably withheld. The Company may reasonably withhold approval for any bulletin it deems to be derogatory, defamatory or inflammatory. Use of the mailboxes without the approval of the notice by a Managing Director of Flight Services may result in a revocation of this benefit.
- F. The Company will provide the Union the names, bases and addresses of Flight Attendants who are eligible for Union membership upon their initial assignment to a domicile.
- G. The Union does not question the right of the Company to manage and supervise the work force and make reasonable inquiries of employees in the course of work. In meetings for the purpose of investigation of any matter which may result in discipline or dismissal, or when written statements are taken relating to such matters, or in meetings of sufficient importance for the Company to have witnesses, or more than one (1) Company representative present, the Flight Attendant, if she/he requests, may have a Union Representative present. The presence of a Union Representative at such meetings shall in no way interfere with the conduct of the meeting.
- H. The Company recognizes the following Union committees: Pairing Construction; Safety, Health and Security; Hotel; Uniform; Grievance; Membership; EAP; Government Affairs, ASAP, and Reserve.
- I. The Union may request positive-space passes for Company employees, traveling on Union Business, and if such positive-space travel is consistent with Company policy the passes will be provided.
- J. A Union Representative will be permitted a minimum of two (2) hours to address each new hire class of Flight Attendants during the initial training. Nothing of a derogatory or inflammatory nature will be communicated by the Union Representative during the session. The Company may have a representative present during the Union's presentation for the purpose of observation.
- K. A Flight Attendant on a Union Business leave, as provided for in paragraph D. will retain and continue to accrue all forms of seniority and accruals (e.g. vacation, sick, FMLA, etc.) as though she/he had remained in the active service of the Company and had actually flown the time removed or credited.



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- L. A Flight Attendant, upon written notification providing the length of such leave, will be granted a leave of absence to accept full time employment with the Union extended at the request of the Union. During such leave, a Flight Attendant will retain and continue to accrue all forms of seniority as though she/he remained in the active service of the Company and will retain all pass travel benefits as though an active Flight Attendant in accordance with applicable Company Pass Policy. A Flight Attendant returning from such leave will be subject to the same procedures and policies as a Flight Attendant returning from personal leave. A Flight Attendant returning from Union leave will be offered training in a timely manner.

M. Flight Attendant Information

1. On a monthly basis, the MEC President and/or designee will be provided information concerning new hires, transfers, leaves of absence, furloughs, recalls, resignations, and terminations.
2. On a semi-annual basis, the Company will provide to the MEC President and/or designee an electronic updated copy of the System Seniority List that includes each Flight Attendant's name, address, phone number, seniority number, date of hire, employee number, status and domicile. This information will be provided electronically and be in a format that can be sorted and searched electronically.



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SECTION 25: No Strikes or Lockouts

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

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



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SECTION 26: Safety and Health

A. General

1. The Company shall provide a safe, healthy and secure work place.
2. The Company and the Union shall collaborate on quarterly safety newsletters which shall contain information about known safety, health and security issues that impact the Flight Attendant's workplace.
3. Flight Attendants shall not be required to search for bombs or other suspicious or potentially dangerous items on an aircraft, to remain on board during such a search, or to complete the restoration of cabin furnishings after such a search.
4. The Association shall be permitted to participate in evaluating and improving yearly Flight Attendant recurrent and other Flight Attendant training programs.
5. Service duties shall never take precedence over safety-related duties.

B. Safety, Health and Security Committee

The Company agrees to meet with the AFA Air Safety, Health & Security Committee on a regular basis, but not less than quarterly, in a roundtable meeting.

1. The roundtable shall consist of not more than three (3) members designated by the Association and not more than three (3) members designated by the Company. Additional participants may attend such meetings when mutually agreed upon by the Company and the Association.
2. Recommendations of the AFA Safety Committee Members will be considered in relation to all matters affecting Flight Attendant safety.
3. Positive space travel shall be provided for those members requiring air transportation to each meeting consistent with Company policy.
4. The AFA MEC Safety Chair will meet with the Company and its appropriate subject matter representative(s) to discuss specific and specialized issues of mutual concern, such as cabin air quality/heating/air conditioning, smoke/fume events, and others as needed, upon request. This meeting would be separate and apart from the quarterly Safety Roundtable meeting as specified in B.1-3. above.

C. Hearing Protection

The Company will provide ear plugs to Flight Attendants which provide no less than 20 decibels noise reduction (NRR 20).



D. Sanitation Standards

1. a. All Flight Attendants shall be afforded an adequate amount of bottled water on their aircraft for their consumption while on the aircraft and during ground-times away from base. Furthermore, Flight Attendants shall be provided potable water at each base crew room. It is understood that a Flight Attendant will be permitted to remove one (1) opened, partially consumed bottle of water from the aircraft at the end of her/his flight.
- b. If a Flight Attendant is required to work on an aircraft which has an inoperative lavatory, she/he shall be given no less than fifteen minutes (:15) on the ground free of other duties in order to utilize an airport lavatory after each such segment.
- c. The Company will provide hygienic and sanitary safety demo equipment.
- d. The Company shall ensure that all aircraft are provided with antiseptic hand-cleansing towels (pre-packaged hand wipes).
- e. The Company shall ensure that all aircraft lavatories are clean and sanitized no less than daily.
- f. If the Company is notified of the presence of vermin, rodents, and insects in the Company-controlled work areas, the Company will address the situation expeditiously.

E. Anti-Discrimination Provisions

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

F. Safety Information

1. The MEC Safety Chairperson or AFA-qualified designee shall be allowed to attend Envoy FAA emergency evacuation demonstrations or partial demonstrations of airplanes that Envoy plans to operate. The Company shall seek the approval of the FAA, the respective government authority, and/or the manufacturer, to permit the attendance of AFA designee(s) at all government-required certification tests.
2. The Company shall notify the MEC Safety Chairperson and the MEC President of a decision to add a new aircraft type to its fleet, or to reconfigure or redesign the interior of aircraft already in its fleet. The Company shall meet and confer with the AFA Safety Committee



members to discuss in-flight safety concerns and to allow the Association to review and comment on the proposed aircraft type or changes to the cabin interior (e.g. galley configuration, emergency safety equipment location, jumpseats, etc) of the current fleet.

3. The Company shall meet and confer with the MEC President prior to initiating a new class of service or before implementing a seat reconfiguration.
4. Material Safety Data Sheets for all chemicals, including cleaning solutions, to which Flight Attendants may be exposed while performing their duties, shall be kept current and readily available on the Company website. The Company shall provide lists of all ingredients contained in these chemicals to the Association upon request.

G. Cabin Environment

The Company shall emphasize to all crew members, in writing, the importance of documenting smoke/fume events in their appropriate reporting systems.

H. Crew Member Physical Assault

1. The Company will continue to maintain zero tolerance for assaults and/or interference involving crew members.
 - a. In the case of a physical assault by one or more passengers, the Company shall arrange to have law enforcement officials waiting to take the passenger(s) into custody immediately upon landing/return to gate.
 - b. If the aircraft is still on the ground and a Flight Attendant believes that a passenger poses a threat to the aircraft, crew or other passengers, she/he may request to have the passenger removed from such flight.
 - c. The Company will provide a Flight Attendant with its available resources, including positive space travel and full pay and credit for any pairing(s) and/or reserve day(s) the Flight Attendant misses to aid in the prosecution of any unruly passenger.
 - d. The Company shall strongly consider denying boarding on another Envoy flight to any passenger identified as interfering with and/or assaulting any Flight Attendant. However, if the passenger is allowed to board another Envoy flight(s), the Flight Attendant(s) working that flight(s) shall be briefed on the situation prior to boarding.



- e. The Company shall provide training to all Flight Attendants at least once per year in ways in which to deal with problem passengers and/or security issues.

I. Hostilities

1. The Company will notify the MEC President immediately upon receipt of information regarding hostilities and/or political disruptions which may present a danger to the safety of Flight Attendants at stations into which they are required to fly. At the request of the MEC President, the Company will meet and review the impact of such hostilities and/or disruptions on Flight Attendants.
2. Flight Attendants who, while acting within the scope of their employment, are hijacked, interred, captured, held as prisoner, hostage or missing, will continue to accrue seniority and longevity credit and will continue to be paid their monthly guarantee. All insurance and pass benefits will remain in effect for eligible dependents. Upon return from the incident, a Flight Attendant will be reinstated at the domicile held prior to the incident.

J. Access to Secure Areas

The Company will ensure escort access to secure areas, such as Customs and Immigration, at the request of the ASHS Committee member to investigate specific health, safety, and security issues of concern to Envoy Air Inc. Flight Attendants.

K. Luggage

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

L. Cleaning and Grooming of Aircraft

1. The Company shall arrange for cleaning of its aircraft at all stations.
 - a. A Flight Attendant is not responsible to groom an aircraft in a hub city and can only be required to assist grooming in outstations where ground time is less than thirty minutes (:30). Grooming shall mean straightening seatbelts and collection of magazines and newspapers if time permits. Flight Attendants shall not be required to reach into seat-back pockets.



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- b. A Flight Attendant shall collect items from passengers required by the FAA to be properly stowed for taxi, takeoff and landing (e.g., cups, glasses, napkins, stir sticks, etc.).
 - c. A Flight Attendant will not be individually liable for an FAR violation which may be levied due to an unclean aircraft as a result of ground personnel not completing cleaning duties and shall not be subject to discipline due to that situation.
 - d. Flight Attendants will not be required to clean the aircraft.

M. Record Keeping Requirements

Upon request, the Company shall provide the MEC Safety Chairperson with the Online Reports.

N. Indemnification For Use of Company Equipment

Flight Attendants who have been trained in and who use, in good faith and in the course and scope of their employment, the Automatic External Defibrillators (AED) or other emergency medical procedures, will be indemnified by the Company for any passenger claim arising out of the use of the defibrillator or other emergency medical procedure. If a passenger files a claim or a lawsuit against an individual employee for use of the defibrillator or other emergency procedure, while that employee is acting in good faith and within the course and scope of employment, the Company Corporate Insurance and Risk Management Department will retain counsel to defend the employee and will hold her/him harmless from all costs or damages asserted.

O. Accident/Serious Incident/Hijacking

1. The Company will maintain the current level of access to CERS (Corporate Event Reporting System - or successor reporting system) for all LEC Presidents, MEC President and both EAP and Safety Chairpersons.
2. In the event of any accident, if the Company is granted access to the crash site, the Company shall endeavor to include the MEC Safety Chairperson or AFA-qualified designee(s) among those granted access to the site.
3. The Company shall facilitate and expedite the arrival of the Association representatives to the crash site.
4. The Company shall permit the AFA designee(s) release from duty, after an aircraft accident involving an aircraft utilizing one or more Flight Attendants, to participate in the investigation and continue to allow such release from duty until the completion of the investigation.



P. Communicable Diseases

1. The Company shall bear the cost of any immunizations required by the country of destination served by the Company.
2. The Company will provide non-allergenic “exam type” gloves on all aircraft for Flight Attendant use.
3. In the event the Centers for Disease Control (CDC) or the applicable controlling public health agency in the United States declares a pandemic or a regional, localized epidemic in a market served by the Company, Flight Attendants will be provided with Personal Protective Equipment (PPE) for use while on duty as recommended by the controlling agency. The same provision would apply in an international market served by the Company, if recommended by the applicable controlling public health agency.
4. Should the Company become aware of similar situations not rising to the level of a pandemic or epidemic that may pose a similar health risk to the Flight Attendants while in the performance of their duties, it may require the use of appropriate PPE to be worn while on duty in accordance with Company policy.

Q. For Fatigue Review Board, see SL-FFF.



SECTION 27: General

A. Non-Discrimination

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

B. Discipline

1. Notices of Discipline

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

2. Complaint Letter

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

- a. Corroboration of a complaint letter means that there is at least one additional, credible verbal or written report, statement, or other documentation of the incident in question, or of similar behavior by the Flight Attendant. Corroboration shall also be required if the initial report of inappropriate conduct by a Flight Attendant has been made by a Company employee (e.g., gate agent, manager).



- b. Redacted complaint letters may be viewed by the Flight Attendant during an investigation. Once the investigation is complete, and when, and if the letters become a part of the Flight Attendant's personnel file, redacted copies will be provided upon request from the Flight Attendant. If the investigation reveals no corrective action will result and no documentation occurs on the Flight Attendant's CR-1, the letter will not be placed in the Flight Attendant's personnel file.

3. Personnel File

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

C. Deliverance of Material

Notices required in this Section and this Agreement will be hand-delivered or will be sent, via a method which provides confirmation of receipt.

- D. All orders to Flight Attendants involving a change in domicile assignment, promotions, demotions, furloughs, vacations and leaves of absence will be stated in writing.
- E. A Flight Attendant grounded due to a medical condition will, at her/his request, be considered for employment with the Company in another capacity subject to available vacancies and qualifications of the Flight Attendant.
- F.
 - 1. On any leg where safety and food service requirements are fulfilled, a Flight Attendant may eat a meal/snack in the galley area(s) of the aircraft, as long as the cabin zone is monitored and passengers' needs and requests are fulfilled.
 - 2. If there is insufficient time for a Flight Attendant to eat a meal/snack in flight, such meal/snack may be consumed on the ground provided all other Flight Attendant responsibilities have been accomplished. Flight Attendants who are eating on the ground will not interfere with other employees who are in the course of performing duties.
 - 3. The Company recognizes the need to allow Flight Attendants to eat during the duty day. A Flight Attendant may inform Crew Scheduling that she/he needs an opportunity to eat and Crew Scheduling will ensure that she/he receives a break, if reasonable.



G. Savings Clause

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

H. Flight Attendant Crew Lounge

1. The Company will provide a clean, comfortable, secure, and otherwise suitable facility for the use of the Flight Attendants covered by this Agreement which is of adequate size to accommodate, at the very least, three (3) full-sized crews, or fifteen (15) crew members, whichever number is greater, at every primary domicile. In established secondary co-domiciles, the Company will designate, at a minimum, an area for Flight Attendants to have access to computers, printers and phones necessary to the performance of their duties. Such area will also be equipped with adequate seating and facilities.
2. The Company will address crew room facilities complaints and accomplish a resolution within sixty (60) days of notification. During such period, the local AFA LEC President will be kept apprised of the progress of the completion of the project.

I. Return of Company Property

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

J. Passports

1. The Company will reimburse the Flight Attendants for the cost of renewing passports, within the six (6) month period prior to the expiration of such passport, including the cost of passport photos. Flight Attendants, who require an expedited passport in order to perform current scheduled flights which require a passport, will also be reimbursed for related charges. If a passport office is not available in the domicile, the Company will provide a positive space pass and reimburse for travel to and from the passport office.



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2. Visas – The Company will reimburse the Flight Attendants for any government-imposed costs (including taxes, visas, etc.) when incurred in the performance of her/his duties to destinations served by the Company.
- K. The Company shall provide a toll-free phone number for Flight Attendants to contact her/his Flight Service Manager's office.

L. Delays

Flight Attendants will not be charged for delays if they are performing duties as outlined in the IPM, safety checks or in cases where they are reporting missing required emergency equipment. Flight Attendants who receive notification requesting delay information will follow up with In-Flight in a timely manner to provide the reason for such delay.

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

N. Badge Scanning

1. The intent of the newly implemented badge scanning verification system is not for tracking the time that Flight Attendants check in at the gate, for performance purposes. The purpose of this new policy is to streamline our gate check-in process along with American, which alleviates the need for gate agents to manually check each Flight Attendant's ID and verify against the NS list.



SECTION 28: Physical Examinations

A. Requirement for Physical/Mental Health Examinations

1. A Flight Attendant, on active status or on inactive status returning to active status, will not be required to submit to a physical/mental health examination without the Flight Attendant's consent unless the Company has a reasonable basis to believe that such Flight Attendant's health or physical condition is impaired enough to question her/his ability to perform her/his job as a Flight Attendant, in which case the Flight Attendant will, upon written request, be furnished a copy of the medical examiner's report.
2. The Company shall bear the costs for all expenses, including travel expenses, and for all exams and tests, incurred under the provisions of A. of this Section, unless otherwise provided for in this section.
3. Initial Evaluation - A Flight Attendant who is requested by the Company to undergo a physical or mental health examination shall be referred to a designated medical service provider to schedule the examination.
4. Specialist Evaluation - When it is necessary for a Flight Attendant to receive an evaluation from a specialist, the Company will, whenever possible, find the necessary specialist in the local area of the Flight Attendant's residence or as close to it as possible.
5. If a Flight Attendant is removed from service in accordance with this provision, and, as a result of an initial Evaluation and/or Specialist Evaluation, it is determined that there was no physical or mental health condition justifying the removal from service, she/he shall be pay protected for any flying lost until such time as returned to active duty. Such removal shall not be considered a recordable occurrence.
6. If a Flight Attendant is removed from service in accordance with this provision, and, as a result of an initial Evaluation and/or Specialist Evaluation, it is determined that there is reasonable cause to remove the Flight Attendant from service, she/he shall be pay protected for any flying lost until she/he receives the results of the initial evaluation and/or specialist evaluation. Such removal shall not be considered a recordable occurrence. The Flight Attendant shall be placed on a medical leave.
7. In order to be eligible for the above pay protection, the Flight Attendant shall not take any action(s) to unreasonably delay the above process. However, delays due to the unavailability of physicians/specialists, the



canceling of appointments by physicians, and weather emergencies and other circumstances beyond the control of the Flight Attendant shall not be considered delays attributable to the Flight Attendant.

B. Failure to Pass Company Exam

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

1. The Flight Attendant may employ a qualified medical examiner of her/his own choosing and at her/his own expense, for the purpose of conducting a physical examination for the same purpose as the physical examination made by the medical examiner on behalf of the Company.
2. The Flight Attendant shall furnish a copy of the findings of her/his medical examiner to the Company within thirty (30) business days following the Flight Attendant's receipt of the report of the Company's medical examiner. However, if extenuating circumstances not under the Flight Attendant's control, require additional time, fifteen (15) additional business days shall be granted upon request in writing by the Flight Attendant and/or physician. In the event that such findings verify the findings of the medical examiner employed by the Company, or if she/he fails to furnish such report to the Company within said time, no further review of the case shall be afforded.
3. In the event that the findings of the medical examiner chosen by the Flight Attendant are timely filed with the Company and they disagree with the findings of the medical examiner employed by the Company, the Company will ask that the two medical examiners agree upon the appointment as promptly as possible, but no later than ten (10) business days, of a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of rendering a final binding opinion. Nothing herein shall preclude the Company from determining after the second exam that the Flight Attendant is fit for duty. In such instance, the provisions of C. below shall apply.
4. The said disinterested medical examiner shall then promptly make a further examination of the Flight Attendant in question and the case shall be settled on the basis of her/his findings. The disinterested medical examiner will be given a copy of the findings of the Company's medical examiner and of the Flight Attendant's medical examiner prior to making her/his examination. If the Flight Attendant is found to be fit for duty by the third independent medical examiner, she/he shall be returned to pay status within ten (10) days of the determination being provided in writing and received by the Company's designated medical service provider.



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5. The expense of employing the disinterested medical examiner shall be borne one-half (½) by the Flight Attendant and one-half (½) by the Company. Copies of such medical examiner's reports shall be furnished to the Company and to the Flight Attendant.
- C.
1. When the Flight Attendant is removed from flying status by the Company as a result of her/his failure to pass the Company physical/mental health examination and such decision is subsequently reversed allowing the Flight Attendant to return to flying by the third disinterested medical examiner pursuant to B.4. above, she/he shall be made whole which shall include 1) being paid for any and all pairings missed or 2) minimum monthly guarantee or portion thereof as applicable or 3) the minimum daily guarantee for any reserve days missed; and she/he shall be reimbursed for all expenses (not covered by insurance) incurred under the provisions of B. of this Section.
 2. In order to be eligible for the above pay protection, the Flight Attendant shall not take action(s) to unreasonably delay the above process. However, delays due to the unavailability of physicians/specialists, the canceling of appointments by physicians, and weather emergencies and other circumstances beyond the control of the Flight Attendant shall not be considered delays attributable to the Flight Attendant.

D. Medical Files

1. A Flight Attendant, upon execution of a release, may request that a copy of her/his medical records maintained directly by the Company's designated medical service provider be sent to her/his personal physician. Requests for a Medical Release should be sent to the employee's Area Medical Location and to the attention of the Area Medical Director. A medical release form may be obtained from the Medical Department. Reasonable charges for copying shall be borne by the Flight Attendant.
2. A Flight Attendant may review her/his complete file maintained by the Company's designated medical service provider by appointment during mutually convenient times. A nurse employed by the Company's designated medical service provider will be present during the review.
3. Except as restricted by applicable law, per paragraph D.1. above, copies of specific reports and related diagnoses, narratives, notes, writings, etc. (if applicable) pertaining to the Flight Attendant and maintained by the Company's designated medical service provider will be provided to the Flight Attendant upon written request and execution of a medical release form. Reasonable charges for copying shall be borne by the Flight Attendant.



4. Copies of specific reports and related diagnoses, narratives, notes, writings, etc. (if applicable) prepared by a health care provider contracted by the AAG Corporation, Envoy Air Inc., its agents, successors, assigns or alter-egos, relied on by Envoy Air Inc. and/or the Company's designated medical service provider to apply temporary or permanent work restrictions will be provided to the Flight Attendant and her/his personal physician upon request of the Flight Attendant directly to the health care provider. Should the Company be in possession of said reports, the Company will provide a copy to the Flight Attendant and her/his personal physician upon request. It is understood that the Flight Attendant will comply with any processes or requirements established by the specific health care provider or the Company to obtain medical records. The Flight Attendant will not be charged for a copy of the medical records.



SECTION 29: Co-Domiciles

- A. The Company shall have the right to establish co-domiciles that may serve two (2) or more airports within the same metropolitan area.
- B. The Company will provide pre-paid parking for each co-domicile Flight Attendant at each co-domicile to which she/he may be called to report in accordance with Section 5 - Expenses.
- C. The Company agrees to provide notification to the Association at least sixty (60) days prior to the establishment of any new co-domicile(s) and furthermore agrees to meet and confer with the Association at such time to discuss the co-domicile operation.
- D. Co-Domiciles currently established by this Agreement are depicted on the following chart:

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

- E. Each co-domicile will have one airport designated as the Primary base and the other airport(s) will be considered the Secondary base(s). Any change in the Primary and/or Secondary designation will be mutually agreed to by the Company and the Union.
- F. The Company shall make every effort to schedule a Flight Attendant to begin and end a pairing at the same airport.
- G. In the event a pairing begins at one airport in a co-domicile and ends at another airport in that co-domicile, the Company shall provide ground transportation back to the originating airport.
 - 1. In the event that the Company-provided transportation above is not available, alternative transportation may be elected by the Flight Attendant(s) in accordance with Section 5, paragraph D of this Agreement.
 - 2. At the request of a Flight Attendant, the transportation will be provided at the beginning of the pairing, provided that such request is made at least twenty-four (24) hours prior to scheduled check-in and does not create a conflict with the duty/rest provisions of this Agreement.



H. Time spent in transit between co-domiciles as scheduled on the pairing assigned to the Flight Attendant shall be considered duty time for purposes of Section 4, Section 5 and Section 7 of the Agreement. The scheduled times for such transit shall be no less than those set forth in the chart below and shall be considered as deadhead time and paid in accordance with Section 4 of this Agreement.

Co-Domicile Pairing	Time	Co-Domicile Pairing	Time
LGA-JFK	1:00	SNA-LGB	1:00
MDW-ORD	2:00	DFW-DAL	1:00
LAX-SNA	2:00	IAD-BWI	1:48
LAX-LGB	1:00	DCA-IAD	1:06
LAX-BUR	1:12	DCA-BWI	1:06
LAX-ONT	1:30	SFO-SJC	1:00
BUR-LGB	1:30	SJC-OAK	2:00
BUR-SNA	2:12	SFO-OAK	1:00
ONT-LGB	2:00	TPA-PIE	1:00
ONT-BUR	2:00	MIA-FLL	1:48
ONT-SNA	1:12	BOS-PVD	1:30
EWR-LGA	1:20	EWR-JFK	2:00

- I. Minimum Call – The minimum call out for Flight Attendants assigned to report to a secondary co-domicile base shall be one (1) hour more than the standard call-out to the primary base.
1. The primary co-domicile base for the New York Domicile will be John F. Kennedy International Airport (JFK). Minimum call-out for pairings or other work assignment commencing at JFK will be three (3) hours.
 2. The secondary co-domicile base for the New York domicile will be La Guardia Airport (LGA). Minimum call-out for pairings or other work assignment commencing at LGA will be three (3) hours.



SECTION 30: International Flying

- A. International flying is all flying to or from an international city, excluding cities in Mexico, Canada, the Bahamas and the United States Virgin Islands.
- B. International Overnight. Flight Attendants on an overnight in an international destination will receive, in addition to all other compensation, five dollars (\$5.00).
- C. The length of the RAPs applicable to domestic Reserve Flight Attendants will apply to all Reserve Flight Attendants, regardless of domicile or type of flying. RAPs will not apply to Flight Attendants based in a domicile where the Company is required by government regulations to have Flight Attendants operate under “flag” rules.
- D. The rest provisions set forth in Section 7.E. of this Agreement will apply to all Flight Attendants, regardless of domicile or type of flying.
- E. The Company will reimburse a Flight Attendant on a pairing for required calls to Crew Scheduling from a destination that does not have cellular phone service or toll-free capability. If the international destination, including cities in Mexico, Canada, the Bahamas and the United States Virgin Islands, has cellular-phone service, the Flight Attendant will be reimbursed for required phone calls to Crew Scheduling, if she/he incurs long-distance/international charges on her/his cellular phone.
- F. **Charter Flying Operations to Cuba**
 - 1. In accordance with airport and security procedures, a Flight Attendant in Cuba will be authorized to deplane the aircraft. This authorization, in no way relieves the Flight Attendant of any obligation or responsibility to perform her/his normal job duties.
 - 2. The Company may designate a different Ground Security Coordinator (GSC), for each departing flight, or may designate one GSC for a number of departing flights.
 - 3. In the event of an unscheduled overnight, Flight Attendants will be provided with nourishing meals and accommodations, in accordance with established standards and practices, at no cost to the Flight Attendant. Such Flight Attendant shall be authorized to make one (1) telephone call (up to ten minutes (:10) in length) to the United States, free of charge, for every twenty-four (24) hour period.
 - 4. Flight Attendants will be authorized to remove bottled water and food items from the aircraft for their own consumption when deplaning in Cuba.



5. These provisions are not to be interpreted to mean that Flight Attendants engaged in Cuban flying will be required to speak Spanish or any language other than English unless implemented by another Agreement. In addition, no Flight Attendant will be required to perform any Ground Security Coordinator duty or perform any other ground security functions.
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- G. Should the Company initiate scheduled charter service to new international destinations or provide sub-service for a charter company to international destinations, the Company will meet and confer with the Union well in advance of the implementation of the anticipated service/destination to discuss applicable scheduling, cleaning, security and other concerns that may arise. The service to the international destination may not conflict with the provisions of this Agreement, including Side Letters of Agreement, without the mutual consent of the Union.



SECTION 31: Report to Work and Commuter Policy

- A. Each Flight Attendant shall be allowed a combined total of six (6) Late Reports and/or Commuter Policy incidents in any rolling 12-month period.

B. Good Faith Commuting Policy (CP)

1. Eligibility, Notification, and Failed Attempts

Commuting and non-commuting Flight Attendants returning from vacation, will also be eligible for this provision. The following conditions must be met:

- a. The Flight Attendant notifies Crew Scheduling four (4) hours prior to her/his sign-in time or after the first failed attempt at commuting, whichever occurs later; and,
- b. The Flight Attendant notifies Crew Scheduling after a second failed attempt at commuting; and,
- c. The Flight Attendant has made two commuting attempts via scheduled air service, the latter of which would place her/him in her/his domicile no later than her/his original pairing scheduled sign-in time; or,
- d. The Flight Attendant makes one of the two commuting attempts above but due to delay en-route, is unable to notify Crew Scheduling.
- e. The Flight Attendant will continue to satisfy the conditions above on each day of the assignment until she/he successfully commutes to the assignment or other arrangement with Crew Scheduling is reached. If a Flight Attendant satisfies the conditions above on each day of an assignment, she/he will be assessed only one CP for a single or multi-day assignment.

NOTE

The Managing Director may waive any of the above requirements if in her/his opinion the Flight Attendant has demonstrated a good faith attempt to get to work. These provisions may be utilized by a Flight Attendant commuting for purposes of a Reserve Availability Period (RAP) or Reserve Duty Period, but do not apply to a Flight Attendant whose first attempt to commute to a flight assignment issued during her/his RAP or Reserve Duty Period takes place after the commencement of that RAP or Reserve Duty Period.

2. It is understood that a Flight Attendant need not utilize the Commuter Policy removal procedure on a day declared by Envoy to be a "Transportation Emergency" (TE) Day.



C. Return to Duty

In the event that the Flight Attendant is unable to report for her/his originally scheduled pairing or RAP or Reserve Duty Period, all flying missed due to an unsuccessful commuting attempt shall be subject to the pay deduction specified in Section 4 of this Agreement.

1. Crew Scheduling will place the Flight Attendant back on the next leg of her/his originally assigned pairing when it transits her/his domicile if the Flight Attendant is in domicile at that time.
2. The Flight Attendant may be assigned to new flying (on the day she/he missed the report) from her/his domicile's available open time in order to fill the period of time between her/his arrival in domicile and the first possible opportunity at which the Crew Scheduler is able to rejoin the Flight Attendant to the first transit back to the domicile of the Flight Attendant's original pairing. Any assigned open time will be paid at straight time rates with no premium and will be credited toward the flight time lost to offset the Flight Attendant's pay deduction incurred as provided for in Section 4 of this Agreement . Such assignments shall be made in accordance with Section 8 of this Agreement.
3. If a Flight Attendant is unable to report for a bridge pairing, she/he will coordinate with Crew Scheduling to reach a mutually agreed-upon alternative using the following options:
 - a. Deadhead the Flight Attendant to rejoin her/his original pairing; or,
 - b. Assign the Flight Attendant to another pairing (similar in overnights, within footprint); or,
 - c. Remove the pairing in its entirety and the Flight Attendant may use Open Time to rebuild her/his schedule.
4. If mutual agreement is not reached, the Crew Scheduler may assign one of the above options. Any assignment of new flying will be made in accordance with Section 8 of this Agreement. Any assigned/picked up Open Time will be paid at straight time rates with no premium and will be paid and credited toward the flight time lost to offset the Flight Attendant 's pay deduction incurred as provided for in Section 4 of this Agreement.
5. A reserve Flight Attendant who will miss an assigned pairing or an Airport Reserve assignment, due to commuting difficulties shall be assigned in accordance with Section 9 of this Agreement.
6. A reserve Flight Attendant who will not be in domicile for the start of her/his RAP may have her/his RAP adjusted.
7. Nothing in this Agreement shall prevent the affected Flight Attendant and Crew Scheduling from reaching an alternative, mutually agreed upon assignment, including flying out of another domicile.



D. Missed Assignment and Removal

1. In the event a Flight Attendant missed an assignment due to commuting difficulties, a Missed Assignment (MA) will be placed in the Flight Attendant's HI10 (or its equivalent). The MA code will be changed to a Commuting Policy (CP) code by the Flight Service Manager when any of the following proof of compliance is provided:
 - a. Two (2) jumpseat forms or two (2) boarding passes from an air carrier other than Envoy or American Airlines indicating the date, time and the location of the failed attempts or alternate form of proof; or,
 - b. A passenger name record (PNR) printout for an ID90/ZED or ID90/ZED return receipt indicating the date, time and location of the failed attempts; or,
 - c. Two (2) printouts of a G*L[FLT#]/[DATE][DPT CTY]/PALL RES entry, or equivalent, showing the Flight Attendant's passenger listing on any Envoy or American Airlines flights; or,
 - d. A PNR printout if flight cancels more than four (4) hours prior to its scheduled departure.
 - e. Any combination totaling two (2) of the individual items listed in (a), (b) and (c) above. For example, one (1) jumpseat form plus one (1) printout of a G*L[FLT#]/[DATE][DPT CTY]/PALL or equivalent would constitute compliance.
 - f. It is understood that the Flight Attendant does not have to be at the airport at the time her/his commuting flight cancels.
 - g. The Flight Attendant will have thirty (30) days to submit the appropriate documentation to substantiate the attempts to commute to work to her/his Flight Service Manager.
2. If a Flight Attendant is unable to report for her/his adjusted scheduled flying, the Missed Assignment (MA) code shall remain. If the Flight Attendant is unable to report for her/his adjusted flying due to commuting difficulties and is able to substantiate a good faith effort to commute, she/he shall not receive an additional missed assignment.

E. Late Report (LR)

A Flight Attendant may request that a "Late Report" be removed from her/his work history. To utilize the "Late Report" removal procedure, the following criteria MUST be met.

1. The Flight Attendant, who through the use of ordinary care, but due to an extraordinary circumstance, anticipates that she/he will report late for an assignment, will call Crew Scheduling prior to the sign-in time for the assignment.



- a. If the Flight Attendant is unable to make contact with Crew Scheduling, she/he should call their Flight Service supervisor prior to scheduled sign-in time for the pairing.
 - b. If the Flight Attendant is unable to make contact with her/his Flight Service supervisor, she/he should call AVRS and do the following:
 - i. Follow all prompts until the voice response requests the Flight Attendant to enter the first four characters of her/his "DECS" (or its equivalent) password and employee number.
 - ii. Enter "DECS" password and employee number.
 - iii. At that point, AVRS will create a permanent record that the call was placed. This record can be used to document the Flight Attendant actually attempted to call Crew Scheduling.
 2. It is understood that if calling while driving an automobile, the Flight Attendant will place such call from a safe and secure location out of the lane of traffic, while the vehicle is fully stopped.
 3. The Flight Attendant must actually reach the airport and work the pairing for which she/he was originally assigned without causing a delay directly attributable to that Flight Attendant, or another pairing should the Flight Attendant be assigned alternate flying by Crew Scheduling in accordance with Section 8 of this Agreement.
 4. Following the report after sign-in time, the following procedures must be followed:
 - a. If a Flight Attendant signs in for her/his pairing after the scheduled sign-in time, she/he understands that a "Late Report" is automatically registered. However, a Crew Scheduler or supervisor may direct a Flight Attendant to forgo sign-in in order to expedite her/his arrival to the departure gate.
 - b. Should she/he wish to have the "Late Report" removed, at the point which the Flight Service Manager discussed the Late Report with the Flight Attendant, a request must be made to have the Late Report removed.
 5. It is understood that a Flight Attendant need not utilize the Late Report removal procedure on a day declared by Envoy to be a "Transportation Emergency" ("TE") Day.
- F. The Commuting Policy (CP) coded entry will not be used in any corrective action or evaluation of any corrective action under the Attendance Control Policy (ACP). The Commuting Policy (CP) coded entry will be removed by the Company from the Flight Attendant's HI10 (or its equivalent) upon request of the Flight Attendant at the time of resignation or transfer to American Airlines.



SECTION 32: Employee Assistance Programs (EAP)

A. Recognition

1. The Company and the Union agree to work jointly in coordinating the services of their respective Employee Assistance Programs (EAP).
2. Upon request, the Company will meet quarterly with the AFA MEC EAP Chair(s) to discuss cooperative activities and efforts.

B. EAP Notices to Flight Attendants

1. AFA EAP contact information will be provided and/or included by the Company on its Flight Service website.
2. The AFA MEC EAP Chairperson shall coordinate with the Company's Director of Training to reach agreement on the method to disseminate information on AFA EAP services/resources during Qualification and Continuing Qualification (CQ) trainings for Flight Attendants and during the Company's In-Flight training programs for supervisors and alternates.
3. The Company will permit AFA EAP notices to be placed in Flight Attendant mailboxes and on designated AFA bulletin boards. Such notices shall be in accordance with Section 24.A. of this Agreement.

C. EAP Referrals

1. Whenever the Company refers a Flight Attendant to the Company EAP, either verbally or in writing, AFA EAP contact information will also be provided in the same manner as the Company EAP referral and at the same time.
2. AFA EAP contact information shall be included in any notice to a Flight Attendant concerning attendance or performance. Additionally, in any meeting with a Flight Service manager concerning attendance or performance, a card containing AFA EAP contact information shall be given to the Flight Attendant. Such cards will be provided by AFA.

D. EAP Representatives

1. Accident: In addition to the AFA MEC Chairperson, the Company will immediately release from duty, without loss of pay, a minimum of one (1) EAP Committee member from each base in the event of an aircraft accident as defined by the NTSB. The Company will provide EAP Committee members with positive space travel to domicile, if necessary. Additional emergency situations may be designated by the Company and these provisions will apply.



2. In the event of any accident, the Company will not take any action to hinder the Association's access to the accident site. The Company shall facilitate and expedite the arrival of the Envoy Air Inc. AFA Go-Team Representatives to the accident site.
3. **Debriefing and Diffusion:** Whenever a Flight Attendant(s) is debriefed by the Company under the provisions of this Section, an AFA EAP representative(s) will be permitted to participate in the session(s). Such situation may also be diffused solely by an EAP representative. Such AFA EAP representative(s) will be removed from any portion of scheduled flying or reserve duty as necessary to participate in a debriefing/diffusion.
4. Once approved, the Company will not rescind an AFA pairing drop or release from reserve duty for a member who is scheduled to attend an AFA EAP training or meeting.
5. When a situation arises that necessitates EAP Flight Attendant assistance, the Company will provide access to crew rooms and, if available, on-site meeting rooms in order for AFA EAP to meet with Flight Attendant(s).
6. The Company and AFA EAP will keep each other advised through written notice of any changes in authorized representatives and changes in EAP-related policies.
7. **Debriefing Environment:** The Company will provide a safe, private and quiet environment in which the Company and/or the AFA EAP representatives will conduct debriefings with Flight Attendants.
8. Upon request, the Company will remove AFA EAP committee members from trips or reserve duty without loss of pay to attend the one-time Basic (2-day) and Advanced (3-day) AFA EAP training. The provision will apply to a maximum of five (5) Flight Attendants in any given year, unless the Company agrees to apply it to additional Flight Attendants.

E. Critical Incident/Emergency Response

1. The Company critical incident stress management program and/or emergency response program shall include confidential peer support through AFA EAP (or its designee) to Flight Attendants who have been involved in or affected by an accident and/or incident.
2. AFA representatives will be included on notices sent by the Corporate Event Reporting System ("CERS") for Envoy Air Inc. or a non-CERS Email Distribution system for the following events:
 - Aircraft Accident
 - Crew Incapacitation
 - Decompression During Flight



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- Employee Accidental Death
 - Engine Shutdown in Flight
 - Evacuation of an Aircraft
 - Fire on Board
 - Flight Attendant Injury on Duty – While in Flight
 - Flight Security Threat – Level 2-4
 - Hard Landing
 - Inflight Mechanical Failure Resulting in a Declared Emergency
 - Medical Emergency in Flight
 - Near Midair Collision
 - Passenger Illness in Flight Requiring Medical Assistance
 - Physical Assault of a Flight Attendant
 - Severe Turbulence
3. Notification of the above-listed events shall be made to AFA immediately, when practical, and no later than twenty-four (24) hours after the incident/event. Notification to AFA will be made to the following AFA representatives:
- a. MEC President and Vice-President
 - b. MEC EAP and Air Safety and Health and Security Chairs
 - c. LEC President(s) at the affected domicile(s)
 - d. LEC EAP Chair at the affected domicile(s)
4. AFA EAP will be incorporated into the Company's notification processes, trainings and procedures established in conjunction with the Company's Emergency Response Plan and/or Critical Incident Procedure.

F. Critical Incident Stress Management (CISM) Procedure

1. Definition: A Critical Incident is any accident, incident or air disaster resulting in serious injury, severe turbulence, any hijacking incident, actual evacuation of an aircraft, physical assault of a Flight Attendant, death in-flight or on a layover, fire onboard, medical emergency in-flight with use of AED, aircraft decompression during flight or any other catastrophic event in which a Flight Attendant is involved during the course of her/his duty with the Company.
2. Notification: The Company will notify the MEC President and MEC EAP Chair via email and/or text message as soon as practical of an occurrence outlined in F.1. above. Notification for additional situations, where appropriate, will be made.



3. Aid to Flight Attendant: In the event of a critical incident set forth in paragraph F.1., above, or any additional situation that the Company EAP deems appropriate, the following will apply:
 - a. The Flight Attendant will be provided with immediate medical attention, and to the extent possible, isolated from the media. This will also apply to acute illness while out of domicile.
 - b. The Company will promptly notify the designated emergency contact of each Flight Attendant involved if the Flight Attendant is incapacitated or requests the Company to do so.
 - c. The Company will release a Flight Attendant from further duty without loss of pay if the Flight Attendant feels she/he is unable to continue to perform her/his duties. The CI Code will be used to remove Flight Attendants from any pairing where CISM is required. A CI removal will not count as an occurrence under the Company's attendance/disciplinary policies.
 - d. If the Flight Attendant feels she/he is unable to continue to perform her/his duties, she/he will be provided a positive space pass on the next available flight to her/his domicile or home unless a government entity requires the Flight Attendant to remain available for the investigation. In such circumstance, the Company will provide a hotel room.
4. Catastrophic Event:

In the event of a catastrophic event (i.e. hijacking, aircraft accident, physical assault, etc.) the following provisions shall apply in addition to F.3. above:

- a. The Flight Attendant will be released for a minimum of seven (7) days with full pay and credit.
- b. Should the Flight Attendant not be able to return home immediately, the Company will absorb costs of lodging, meals and travel until she/he is able to return home and transportation is secured.
- c. The Company shall promptly notify the designated emergency contact of each Flight Attendant involved in a catastrophic event. The Company shall provide positive space, on or offline, transportation and lodging, free of charge, to a Flight Attendant's eligible family members as outlined in the Company's pass policy to and from the location of the Flight Attendant involved in the event. In the case of a death of a Flight Attendant, the Company shall arrange for the timely return of the body to the location requested by the Family.



5. Investigation Participation

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

G. Incident with Potential for Being Declared Critical Incident

When a situation arises with the potential to be declared a Critical Incident, the situation will be handled as follows:

1. The Flight Service Manager will immediately contact both the Company and Union EAP Representatives to relay the facts giving rise to the request for removal by the Flight Attendant(s).
2. The Company and the Union EAP Representatives will be consulted within seventy-two (72) hours to determine whether the situation should be declared a Critical Incident.
3. The Flight Service Manager will remove the Flight Attendant(s) from further duty. The removal will be coded as "PG" (pending). Such leave shall not be subject to staffing.
4. If both EAP Representatives concur, the removal will be re-coded "CI" (Critical Incident) and the time removed from further duty will be without loss of pairing pay and will not result in a reduction of the minimum monthly guarantee or the adjusted guarantee.
5. Following the event(s) giving rise to the potential Critical Incident, the Flight Attendant(s) may submit a request to an Flight Service Manager to be removed from further duty if she/he believes that she/he is unable to continue to perform her/his duties. The request may be made either in person or by telephone.
6. In addition, the Flight Service Manager will promptly authorize positive space pass travel for the Flight Attendant(s) to either their domicile or station closest to their home. It is recognized that the station nearest the Flight Attendant's home may be a location other than their domicile.
7. If consensus is not reached per section G.4. above on whether or not a Critical Incident occurred, then the Flight Attendant will have the option to have the time dropped coded as follows:



Unpaid Codes	Paid Codes
PO (Personal Other)	PVD (Paid Vacation Day)
PE (Personal Emergency)	SK (Sick Leave)
US (Unpaid Sick)	

- 8. None of the above codes will count against the Flight Attendant's attendance or be used as a countable occurrence, nor be cited in any letter of advisory.
- H. The Company will consider recommendations from the Association prior to any changes in plans, policies, procedures, services and arrangements related to the Company Critical Incident Stress Debriefing (CISD) program, Company EAP, Alcohol and Drug Testing. Such changes will be discussed with the AFA EAP prior to implementation.

I. Professional Standards

- 1. When a conflict between Flight Attendants or between a Flight Attendant and another co-worker is brought to the attention of the Company in the first instance, the Company may refer that issue and the Flight Attendant(s) involved to AFA EAP. The referred Flight Attendant(s) will be encouraged to settle their conflict in a reasoned, no-fault manner.
- 2. The Company acknowledges that in order to be effective, Professional Standards activity must be and remain completely confidential within the AFA EAP system. The Company also agrees not to cite a Flight Attendant's involvement with the Professional Standards Program of the EAP in any subsequent disciplinary proceedings or work history.
- 3. The Company recognizes the AFA Professional Standards Committee and agrees to meet with said committee periodically to discuss issues of mutual concern.

J. Drug and Alcohol Testing

The policy for Flight Attendants shall be no less favorable than for any other employee group.

K. General

The Company will provide the Union with the Company's EAP statistics on a monthly basis. The information provided will include all de-identified EAP reach-outs from the Flight Attendants. This provision will be effective when the Company's third-party EAP vendor makes software upgrades to provide the information, provided that there is no prohibitive additional cost to the Company.



SECTION 33: Geographic Emergency - Aircraft Repositioning

- A. A "Geographic Emergency" means any event occurring naturally and/or that is man made, that would endanger life and/or property in an area where a maintenance facility, domicile, out-station, or any other facility which the Company must protect is located.
- B. The following geographic aircraft repositioning plan will be followed in order to provide the most expeditious means to protect life and Company property, when a Geographic Emergency is approaching, or is eminent:
1. The Company will maintain a standing list of Flight Attendants who agree to be available to volunteer when needed for the purposes of emergency aircraft repositioning.
 2. A Flight Attendant may request to be removed from the volunteer list. Such request shall be effective no later than fourteen (14) days after the submission date of the request. However, Flight Attendants on the volunteer list shall maintain their right to all schedule adjustment provisions as provided for in this Agreement.
 3. In the event there are insufficient volunteers to conduct a Geographic Emergency operation, the Company will assign Flight Attendants in accordance with the order of assignment provisions of this Agreement as provided for in Section 8 of this Agreement.
 4. A Flight Attendant who volunteers, or is assigned to fly a Geographic Emergency flight, will receive per diem, in accordance with Section 5 of this Agreement, lodging and transportation, and will receive a fifty dollar (\$50) bonus for each overnight that she/he is away from domicile.



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SECTION 34: Hotels

- A. 1. The Company will provide, at no expense to the Flight Attendant, comfortable and adequate single occupancy lodging at overnight stations, on all CDO pairings, and training away from her/his domicile. The provisions of this paragraph shall not apply to new hire initial training.
2. Day Rooms – When a Flight Attendant's ground time, outside of her/his domicile, is scheduled for or anticipated to be more than five (5) hours, inclusive of the assignment to new flying period in Section 8.F. of this Agreement, Day Rooms will be shared but only if both Flight Attendants are of the same sex. A Flight Attendant may be required to remain at the airport for the two-hour assignment to new flying period in Section 8.F. of this Agreement; however, if there are no flights scheduled to arrive or depart from that airport during the two-hour period, or if she/he requests to be, and is, released by Crew Scheduling, the Flight Attendant will not be required to remain at the airport for the two-hour period and will be provided the day room.
3. In-domicile Overnights – If an overnight pairing cancels or splits in domicile, the Flight Attendant(s) originally scheduled to work the pairing(s) will be provided a comfortable, safe and suitable single-occupancy hotel room, if requested, so long as the actual rest period has been rescheduled to less than ten (10) hours. If the overnight is more than the above rest, the Flight Attendant may still request a hotel room but it will be provided at the Company's discretion. However, the discretionary decision will be applied no less favorably to Flight Attendants than to pilots on the same crew.
- a. A Flight Attendant who is a commuter may request a hotel in domicile to allow her/him to commute the night before or the last night of a pairing or block of reserve days. Such consideration will be granted to a Flight Attendant who is a commuter four (4) times in a contractual month. For the purpose of this settlement, a commuter is a Flight Attendant whose address on file is greater than fifty (50) miles from her/his domicile airport. Hotels must conform to Section 34 of this Agreement. [SL-KK]
4. If it is determined that a hotel room will not be available within sixty minutes (:60) after check-in at the hotel, the Flight Attendant can request that the hotel provide another comparable quality accommodation and advise Crew Scheduling.



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5. When irregular operations (e.g. weather, diversions , etc.) require Flight Attendants to layover in an unscheduled location and to stay in an unscheduled hotel, Crew Scheduling or the appropriate Company representative will be authorized to secure appropriate hotel accommodations. Such accommodations shall meet all minimum requirements in accordance with the provisions of this Section.

B. Transportation & Meals

1. The Company will provide safe and reliable transportation between the airport and lodging facilities.
 - a. The hotel van or contracted transportation will make a stop en route to the hotel at suitable eating facilities, if such is unavailable near the lodging.
 - b. If no such suitable establishment is en route to the hotel, the Flight Attendant will be provided transportation to and from a suitable restaurant.
2. In the event a crew has waited more than fifteen minutes (:15) at the curb for transportation to or from the hotel, the crew will be reimbursed for the amount of the taxi, if the hotel does not pay for the taxi. The intent of this paragraph is to provide one (1) crewmember reimbursement per incident.

C. General

1. The Company, upon request, will meet with the Union Hotel Committee at least on a quarterly basis at pre-determined, mutually acceptable dates, locations and times to discuss accommodations.
2. The Company will provide the Hotel Committee or other Union-designated MEC representative with a complete listing, including the complete address and phone numbers, of every hotel with which the Company has an agreement to provide lodging for Flight Attendants.
3. Recommendations of the Union's Hotel Committee will be given serious consideration by the Company and management will implement any recommendations whenever it is feasible and practical to do so without causing the Company to incur an unreasonable increase in cost. The Company will accept one of the top three AFA selections for each layover location provided the hotel selected accepts the contract terms proffered by the Company.
4. All reports and documentation of non-compliance of hotel contracts will be addressed and responded to in the manner required and agreed to as set out in the hotel contract in question. The Company agrees to take



immediate action if there is a major breach in the safety and security provided by the hotel to our crews. The Union will be provided copies of all reports and documents associated with the incidents and/or instances of non-compliance, upon request.

5. The Union Hotel Committee shall work with the Company or the hotel consulting business contracted by the Company in determining the layover and back-up hotels. The Company shall confer with the Committee in all phases of the selection process including review of the initial list of hotels supplied by the hotel consulting company, the narrowing of the list and site visits. Appropriate confidentiality agreements may be required. When the Company's hotel administrator goes on a review/visit of a hotel which is currently used or is being considered to be used by the Company to lodge Flight Attendants, it shall afford the Union's designated representative the opportunity to attend the review/visit and shall relieve the Flight Attendant from any of her/his pairing(s), as requested by the Union and will pay the affected Flight Attendant as if she/he had flown the time removed. Furthermore, if the hotel being reviewed/visited offers complimentary room accommodations for the Flight Attendant, the Company shall facilitate the arrangements of such accommodations and the Flight Attendant will not be charged for the single occupancy room. If offline transportation is required to facilitate the hotel review/visit, the Company will request passes, if available, from the offline carrier on behalf of the Association's Representative. Any charges associated with passes that are secured on the Flight Attendant's behalf will be paid for by the Association. The Company shall reimburse a Flight Attendant for any arrival and departure fees associated with the travel.

D. Hotel Standards

The Company will ensure that the following list of minimum standards is met by all of the hotels used for crew overnights in the Continental United States. The standards below marked with an asterisk (*) must be provided in all hotels system-wide. Any standard listed below may be waived by mutual agreement with the Union Hotel Committee.

1. Hotel Services
 - *Twenty-four (24) hour front desk operation or twenty-four (24) hour security guard
 - *Reliable wake-up services and/or functioning alarm clock
 - *Free toll-free calls
 - *Clean and pest free rooms
 - Complimentary Business Center computer with internet and working printer



- *Hotel will ensure food options at standard cost with layovers on Thanksgiving, Christmas and New Year's holidays when hotel restaurant is either closed or open for limited hours.
2. Safety
- *Located in safe area
 - *Well-lit hallways
 - *Smoke detectors in guest rooms
 - *No first floor rooms
 - All rooms open onto interior hallway unless agreed otherwise.
 - *There shall be a secondary locking mechanism on guest room doors.
3. Rooms
- *Single occupancy with double, queen or king sized beds, no Murphy beds
 - *No connecting rooms except with another Company crewmember
 - *Clean and neat
 - *Linen and towels changed before each occupancy
 - *Working air conditioning and heater in rooms as warranted by the climate
 - *Working showers with hot water
 - No handicap rooms
 - *Iron and ironing board provided upon request if not provided in-room
4. Flight Attendants who do not receive the above minimum standards may notify the Company and AFA Hotel Committee of the discrepancy and it shall be addressed in the hotel complaint process.
5. Preferred but not Required Items
- Complimentary breakfast provided
 - Early-morning departures "grab and go" provided if prior to the start of breakfast
 - Discount off in-house/on premise restaurant
 - Complimentary in-room coffee
 - Refrigerator and microwave available for Flight Attendant use
 - Free local calls
 - Transportation by the hotel or contracted transportation company to and from suitable eating facilities.
 - Complimentary internet provided and/or complimentary wireless access where available.



E. Hotel without Water – Procedures

In the event a designated layover hotel is without water service or without water of sufficient quantity for a Flight Attendant to tend to her/his physiological/hygienic needs (e.g., bathing/showering, brushing of one's teeth, toilet flushing), the following shall apply:

1. If the Company knows prior to the block-in of the flight immediately preceding the layover that the layover hotel is without water service or anticipates no water service for the duration of the layover of a sufficient quantity for the Flight Attendant to tend to her/his physiological/hygienic needs (e.g. bathing/showering, brushing of one's teeth, toilet flushing), the Company will provide the crew with single room accommodations in an alternate hotel.
 2. It is understood that the duty period will not end and the rest period will not begin until such time as Crew Scheduling confirms reservations at the alternate layover hotel.
 3. If it is not known prior to the point at which the crew departs for the layover hotel, that the layover hotel is without water or without water of sufficient quantity, or upon learning that the hotel is without water or without water of sufficient quantity for a Flight Attendant to attend to physiological/hygienic needs, the Flight Attendant will immediately contact Crew Scheduling to report the situation. (If telephone contact directly from the Flight Attendant cannot be made, she/he will contact the Airport General Manager at the layover station who will in turn contact Crew Scheduling on behalf of the Flight Attendant(s).)
 - a. If no acceptable alternative hotel accommodation can be provided as described in paragraph one (1) and a Flight Attendant is compelled to utilize the substandard hotel, the subsequent day the crew will operate its assigned return flight to the domicile at which point the following will apply: the Flight Attendant may opt to be removed from the remainder of the day's flying including the incidental return leg to domicile, following a layover, if applicable. It is understood the Flight Attendant will be paid and credited as if she/he had flown the flying from which removed pursuant to this paragraph.
 4. Following the paid and credited removal from flying pursuant to paragraph 4.a. the Flight Attendant will return to her/his original pairing.
 5. Once notified that a hotel is without water service or without water service of sufficient quantity, to tend to her/his physiological/hygienic needs (e.g. bathing/showering, brushing of one's teeth, toilet flushing), the Company's applicable corporate travel department will conduct an internal investigation to determine whether the situation represents a material breach of its contract with the hotel such that a new layover hotel should be contracted.
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SECTION 35: Injury on Duty Leave / Restricted and Transitional Duty

- A. 1. A Flight Attendant who is eligible for worker's compensation or El Fondo benefits, will have her/his claim administered under the state or territory in which she/he is domiciled or may choose to file her/his claim in another jurisdiction, as applicable. Her/his eligibility to claim benefits in a particular state will be governed by such state's specific statutes. Such Flight Attendant shall be placed on an Injury on Duty (IOD) status.
2. A Flight Attendant who is eligible for El Fondo benefits may use accrued sick leave and/or vacation to make up the difference between the El Fondo benefits and two-thirds (2/3) of the Flight Attendant's average weekly wage.

B. Pay Protection and Compensation

1. The Flight Attendant shall be pay protected for any remaining and scheduled flights on the duty day in which the IOD occurs.
2. A Flight Attendant may use her/his sick leave and/or vacation time during the statutory waiting period. Such Flight Attendant's sick bank and/or vacation bank will be restored if the IOD Leave exceeds the statutory waiting period and the Flight Attendant receives state-paid income replacement for that time. The Flight Attendant will repay the Company for the worker's compensation or El Fondo benefits received for the waiting period and that amount (converted to equivalent pay hours) will be restored to her/his sick leave and/or vacation bank.
3. After the bid month in which the IOD occurred, a Flight Attendant may utilize sick leave or vacation to augment the worker's compensation benefit as follows:
- a. A Flight Attendant who is expected to be on an IOD leave for an entire bid period shall be entitled to "paper bid" in accordance with Section 8.B.4. of this Agreement. The difference between the credited hours awarded on such "paper bid" and the worker's compensation benefit may be made up using sick leave and vacation.

C. Benefits

1. While on IOD leave, a Flight Attendant will retain medical insurance as though an active employee for a minimum of twelve (12) months from the last day on payroll. If the Flight Attendant returns to active status for at least ninety (90) days and then goes back on IOD leave for the same



injury/illness, the 12-month clock will start anew. Additionally, if a Flight Attendant returns from an IOD to active status and subsequently goes back out on an IOD leave for a different illness or injury, the benefits clock starts anew.

2. A Flight Attendant on IOD will continue to receive monthly sick leave accruals if she/he has qualified for such benefit under Section 20.C. of this Agreement, in the year prior.
3. A Flight Attendant on an IOD Leave will retain and accrue all forms of seniority for the duration of the leave.
4. A Flight Attendant who has vacation scheduled to occur during an IOD leave shall have the following options:
 - a. Receive vacation pay when she/he returns from the leave.
 - b. Rebid her/his vacation to an available slot if timing allows. If the timing of the accident/injury does not allow rebidding, the Flight Attendant may trade with any un-awarded vacation block.
 - c. Receive vacation pay-out during that vacation calendar year at anytime during the IOD leave.
5. A Flight Attendant who has suffered an occupational injury on duty (IOD) need not use or exhaust her/his sick leave bank before going on medical leave, except where prohibited by law.

D. Transitional Duty (for IOD) & Restricted Duty (for Non-IOD Injury/ Illness)

1. The Company may request a Flight Attendant on IOD leave to perform Transitional Duty. If a Flight Attendant declines Transitional Duty, the Company may cancel her/his worker's compensation pay within the guidelines of the applicable state's statutes. All Transitional Duty offered must adhere to the restrictions below. Any work offered that does not meet the below restrictions and is subsequently refused, shall not result in the cancellation of any benefits.
 - a. All transitional duty offered must be within the guidelines and the restrictions specified by the Flight Attendant's primary treating physician.
 - b. The site at which the work is to be performed may not exceed thirty-five (35) miles from the Flight Attendant's residence without her/his agreement.



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- c. The Transitional Duty may not exceed five (5) days and may not exceed forty (40) hours per calendar week. This does not preclude the Flight Attendant and management from reaching an alternate and mutually agreed-upon schedule.
 2. A Flight Attendant may request or be offered Restricted Duty while on Medical leave. The performance of Restricted Duty is completely optional for the Flight Attendant and the Company is not required to offer such duty assignments.
 3. A Flight Attendant will be permitted to attend physician's visits and physical therapy during the day(s) on which she/he performs a Transitional or Restricted duty assignment. Such Flight Attendant will attempt to schedule these visits so as not to conflict with the Transitional or Restricted duty assignment. If this is not possible, then she/he may have her scheduled hours or days adjusted, by mutual agreement, to accommodate the appointment.
 4. Flight Attendants will receive their normal rate of pay, including per diem associated with the actual hours worked, during the Transitional or Restricted Duty assignment and shall be allowed to paper bid in accordance with Section 8.B.4. of this Agreement. If performing Transitional or Restricted duty in the bid month injured, the Flight Attendant shall be paid for pairings missed.
 5. Flight Attendants working Transitional or Restricted duty shall be considered to be on active status. In addition, the clock for medical benefits determination shall be stopped for the portion of the month(s) in which a Flight Attendant performs a Transitional or Restricted duty assignment.

E. Return to Duty

A Flight Attendant returning from an IOD leave of absence will be returned to duty and/or pay status no later than two (2) weeks from the date that all required information has been submitted to the Company. The two-week time period begins with the submission of all required information per the Company's initial request.

1. A Flight Attendant who is offered a training date for which she/he is legal and available within the two-week period, but declines to attend such training, choosing instead to attend training following the two-week period, is deemed to have waived the reinstatement to paid status until such time as she/he actually begins training.



F. General

1. No leave taken pursuant to this Section will count as an attendance occurrence or otherwise be used in any way as the basis for discipline against a Flight Attendant, unless it is subsequently determined that the Flight Attendant falsified or misrepresented any information in relation to such leave.
2. IOD leaves may not exceed five (5) years in duration. If a Flight Attendant returns to active status from an IOD leave of absence and subsequently goes back out on an IOD leave, the five-year clock starts anew.
3. The direction of medical care will be governed by each state's specific worker's compensation statutes and guidelines (e.g., a Flight Attendant will have the right to use her/his personal physician to diagnose and treat any injury on duty if permitted by state law and approved by the worker's compensation board, if required).
4. A Flight Attendant on an IOD leave of absence will be permitted to use travel privileges in accordance with Company policy. Flight Attendants may travel upon request and approval of the Company. Examples of such requests may include but are not limited to the following: A9 qualifying emergency, to seek medical treatment not available locally or Union Business.



SECTION 36: Duration

- A. This Agreement shall become effective April 1, 2021 except as otherwise set forth in this Agreement, and shall continue in full force and effect until and including five (5) years from April 1, 2021 and shall renew itself without change until each succeeding April 1 thereafter, unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party no later than ninety (90) days prior to the 1st day of April in any year, beginning with 2026.
- B. Should written notice of intended change be served in accordance with paragraph A., above, the Association and the Company shall meet and begin Section 6 negotiations no later than sixty (60) days prior to the 1st day of April unless otherwise mutually agreed.

Whereof, the parties have signed this Agreement this 1st day of April, 2021.

FOR ASSOCIATION OF
FLIGHT ATTENDANTS

/s/ Sara Nelson

Sara Nelson, International President

Robert Barrow

Robert Barrow, MEC President

Armando Ramos

Armando Ramos, MEC Negotiations

Shane Spillman

Shane Spillman, MEC Negotiations

Jon Orozco

Jon Orozco, MEC Negotiations

Paula Mastrangelo

Paula Mastrangelo, Sr. Staff Negotiator

FOR ENVOY AIR INC:

Linda Kunz

Linda Kunz, VP - Inflight

Chris Pappaioanou

Chris Pappaioanou, VP – Labor, Legal

Matt Bartle

Matt Bartle, Counsel – Labor Relations

Tony Bralich

Tony Bralich, Program Manager – LR, HR



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Letters of Agreement

Side Letter	Description
A	Change in Name of Corporation
B	Retention of Company Seniority
C	Employment Consideration
D	Jumpseat Agreement
E	Anticipated Misconnect Flight Reclamation
F	SJU Maternity Benefits
G	All Weekends Off Reserve Lines
H	Right to Reinstatement to Paid Status Following Leave of Absence (Incorporated into Sections 18 & 35)
I	Transitional Leave of Absence for AA Flight Attendant Employment
J	New Hire Vacation Accrual for Company Transfers
K	Section 8 Examples (8.F.2.a.)
L	Automated Pairing Trading with Open Time (TTOT)
M	<u>Confidential Safety Action Program (CSAP)</u>
N	PBS
O	Profit Sharing (Deleted 2012 SL per Mid-Term Modifications / Replace with 2016 AAG LOA)
P	1113 Global Me-Too (Deleted)
Q	Document Clean-Up
R	Expedited Arbitration
S	Early Out Incentive (Deleted)
T	Amendment Round (Deleted)
U	Contract Interpretation Committee
V	1113 Administrative Claim (Deleted)
W	Dispute Resolution Process for “Included” Claims to the 1113 Admin Claim (Deleted)



Side Letter	Description
X	Implementation Bankruptcy Agreement and Disposition of Side Letters
Y	Compensating Union Appointed PBS Trainers
Z	Buddy Bidding – Amendment of CBA Section 8.E.8.c. (Deleted 2013 SL/ Replace with 2017 SL) (Deleted)
AA	Deletion of Reference to “El Fondo”
BB	TDY Bidding and Awarding Timeline (Deleted)
CC	Changes Required for Implementation of Preferential Bidding System
DD	Standby Reserve Awards in the PBS Environment
EE	Benefits Look Back Period Grievance Settlement # 22-99-2-44-14 (Deleted)
FF	Failure to Complete Work Assignment Prior to Commencement of a Scheduled Vacation Block (Deleted)
GG	Training Bid Timeline (Deleted)
HH	Vacation Slide / Vacation Expansion (Deleted)
II	TDY Bidding AFA Grievance Settlement # 22-99-2-35-14 (Deleted)
JJ	PBS Minimum Credit Grievance Settlement # 22-99-2-26-14
KK	Global Me-Too, SL P # 22-99-2-44-15 and Flying when No Flying Lost # 22-99-2-79-06 Settlements
LL	Embraer 175 Slide Deployment
MM	Mid-Term Modifications of the 2012 Agreement (Deleted)
NN	Section 26.1 and 32.E.2 (CERS) Grievance Settlement # 22-99-2-28-15
OO	Uniform Conversion to Cash Value (Deleted)
PP	Union Security and Dues Check-Off (Deleted)
QQ	TTOT (Implementation of the New System)



Side Letter	Description
RR	Section 32.G, Grievance Settlement # 22-99-02-80-15
SS	MEC: Side Letter N and Section 8.6.a.b. AFA Grievance Settlement # 22-99-02-57-15
TT	MEC: Section 8.T.1.c Grievance Settlement #22-99-02-59-15
UU	PBS Make Whole Provision Side letter and Extension of LOA
VV	AFA Grievance Settlement # 22-99-2-22-12 (IOD Leave)
WW	Distance Learning/Computer Based Training (CBT) Pay AFA Grievance Settlement # 22-99-03-32-15 <u>(Deleted)</u>
XX	AFA Grievance # 22-58-02-17-13 Section 19.1 (Training/ Commute Hotel) <u>(Deleted)</u>
YY	Late Reserve Assignments, AFA Grievances # 22-59-2-74-14 and # 22-52-2-79-14 <u>(Deleted)</u>
ZZ	Side letter N Implementation of PBS Grievance Settlement # 22-99-02-61-14
AAA	Side letter AAA Grievance Settlement # 22-99-02-34-17 - Probation & Seniority
BBB	AFA Grievance # 22-99-02-17-17 Medical Leave Recertification
CCC	Monthly Special Assignment
DDD	Badge Scanning Letter <u>(Deleted)</u>
EEE	Sick Bank Payout <u>(Deleted)</u>
FFF	<u>Fatigue Review Board (FRB)</u>
GGG	<u>AFA Grievance # 22-99-02-31-19</u> <u>24 Hours in 7-Day Legality Removals</u>
HHH	<u>Reserve Availability Period Commuting</u> <u>Grievance No. 22-99-02-44-19</u>
III	<u>Super Critical Coverage – 300% Pay</u>
JJJ	<u>FMLA Accrual Credit During COVID Pandemic</u>
KKK	<u>Voluntary Early Out Program</u>
LLL	<u>Company Subsidized Leave of Absence (CSLOA)</u>



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SIDELETTER – A

LETTER OF AGREEMENT
between
AMERICAN EAGLE AIRLINES, INC.
and the
FLIGHT ATTENDANTS
in the service of
AMERICAN EAGLE AIRLINES, INC.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Change in Name of the Corporation

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

THE PARTIES AGREE that, in the event the Company's corporate name changes (whether due to a divestiture, sale, merger or any other cause), the parties will change all references to the current corporate name in the Collective Bargaining Agreement (“CBA”) to references to the new corporate name. However, the new name (including its underlying cause) and references to it in the CBA will not result in any substantive change to the CBA.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 16 day of October, 2012.

FOR ENVOY AIR, INC.

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

/s/ Sara Nelson

Linda Kunz
Vice President – Flight Service

Sara Nelson
International President

Robert Barrow, MEC President

/s/ Paula Mastrangelo

Paula Mastrangelo, Staff Negotiator



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SIDELETTER – B

April 15, 2014

Robert Barrow
MEC President
Association of Flight Attendants, AFL-CIO
501 Third Street, NW
Washington, DC 20001

Re: Retention of Company Seniority

Dear Mr. Barrow:

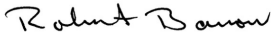
Following a review of our past policy regarding the retention of Company seniority when hired from an AAG affiliate to a position covered by the Envoy Air/AFA Agreement, the company has agreed to acknowledge such prior service for company seniority purposes only, as they may be amended by the Company at its sole discretion. This letter shall be applicable to Company employees hired on or after October 1, 1990, who have applicable service with another affiliate of AAG Corporation.

Current or future employees who are affected by this letter will have their benefits, which are determined by Company seniority determined in accordance with the practice provided for in the Company's inter-company employment policy, as may be amended by the Company at its sole discretion.

Sincerely,

/s/ Pedro Fabregas
Pedro Fabregas
President
Envoy Air, Inc.

/s/ Sara Nelson
Sara Nelson
International President
Association of Flight Attendants, AFL-CIO


Robert Barrow
MEC President
Association of Flight Attendants, AFL-CIO



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SIDELETTER – C

April 15, 2014

Robert Barrow
MEC President
Association of Flight Attendants, AFL-CIO
501 Third Street, NW
Washington, DC 20001

Re: Employment Consideration

Dear Mr. Barrow:

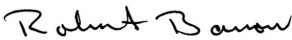
This letter will confirm our understanding reached during the discussions which led to the Agreement.

Employees covered by this Agreement will be given consideration for vacancies which become available at other AAG Companies so long as Envoy Air, Inc. remains a wholly owned subsidiary of AAG. Nothing herein is construed to waive qualification requirements or testing policies. Only qualified candidates will receive consideration for vacancies.

Sincerely,

/s/ Pedro Fabregas
Pedro Fabregas
President
Envoy Air, Inc.

/s/ Sara Nelson
Sara Nelson
International President
Association of Flight Attendants, AFL-CIO


Robert Barrow
MEC President
Association of Flight Attendants, AFL-CIO



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SIDELETTER – D

October 1, 2012

Robert Barrow
MEC President
Association of Flight Attendants-CWA, AFL-CIO
610 South Industrial Blvd, Suite 230
Euless, TX 76040

Re: Jumpseat Priority

Dear Mr. Barrow:

This letter will confirm our understanding that in the event American Airlines and APFA agree upon a policy which permits the Company's Flight Attendants represented by the AFA to occupy the jumpseat on American Airlines aircraft, the Company will concur with such agreed upon policy.

Additionally, if the Company ever acquires and owns aircraft which have installed jumpseats in excess of the Flight Attendant crew compliment, the Company's Flight Attendants will have priority on traveling on those seats.

Sincerely,

Linda Kunz
Vice President, Flight Services
Envoy Air, Inc.

/s/ Sara Nelson

Sara Nelson
International President
Association of Flight Attendants, AFL-CIO

Robert Barrow
MEC President
Association of Flight Attendants, AFL-CIO

/s/ Paula Mastrangelo

Paula Mastrangelo
Staff Negotiator
Association of Flight Attendants, AFL-CIO



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SIDELETTER – E

MEMORANDUM OF UNDERSTANDING
by and betwixt
ENVOY AIR, INC.
and the FLIGHT ATTENDANTS in the service of
ENVOY AIR, INC.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

<u>Anticipated Misconnect Flight Reclamation</u>

The parties agree that from time to time, a Flight Attendant who has been replaced on her/his originally scheduled flight(s) due to an anticipated misconnection may arrive on her/his inbound flight in sufficient time to work the flight(s) from which she/he was removed by Crew Scheduling due to the anticipated misconnection. In such cases, the Flight Attendant may reclaim the original flight(s) from which removed or be pay protected in conformity with section 4.A. of this Agreement if returning the Flight Attendant to the originally scheduled flight(s) is not practical if the following procedures are followed.

Reserve Flight Attendants, who picked up the **pairing** from Open Time, may reclaim the original flight(s) from which removed or will be credited with 100% of the scheduled flight time if returning the Flight Attendant to the originally scheduled flight(s) is not practical.

1. To reclaim the original flight from which removed due to the anticipated misconnection, the Flight Attendant must be on the ground, in the departure terminal at the gate from which the flight to be reclaimed will depart.
2. No later than five minutes prior to the close out of the flight from which removed, the Flight Attendant must call Crew Scheduling to inform the department that she/he desires to be assigned back to the original flight from which removed.
3. At that point, Crew Scheduling will determine whether it is practical to assign the Flight Attendant back on the originally scheduled flight. If it is practical, she/he will be assigned back to the flight. If not practical, she/he will be paid the greater of the actual time of the flight(s) to which she/he was reassigned or the scheduled time of the flight(s) from which she/he was removed due to the anticipated misconnection, but would have flown if not removed.
4. In the event of a dispute concerning the time when the call was placed, it is understood that Crew Scheduling's phone log will control.



5. It is further understood that the parties acknowledge that flights are closed out by gate agents. Once the agent has closed the flight, it is not possible to reclaim the original assignment. Thus, no reclamation or pay protection will be due.
6. If a flight that has been closed subsequently is reopened by the gate agent, the Flight Attendant who had been removed from the flight due to the anticipated misconnection may place a call to Crew Scheduling during the window of opening and reclaim the flight. This call must be placed no later than five (5) minutes prior to the time when the flight actually closes following the reopening.

7. Departures to International Destinations

For the purposes of reclaiming a **pairing**, International Destinations are defined as any time a flight must be cleared by U.S. customs prior to its departure. This means that all flights taking off to a destination outside the United States are considered International. For purposes of this Memorandum of Understanding ONLY, THIS INCLUDES Canada, Mexico and the Bahamas Islands. It does NOT include the U.S. Virgin Islands or Puerto Rico. To be absolutely clear, this definition of International is applicable ONLY to the right to reclaim a **pairing** from which the Flight Attendant has been removed due to an anticipated misconnection. It does not change, amend or alter any other section of the Collective Bargaining Agreement addressing "International".

A flight to an International Destination closes when a "General Declaration Form" (i.e. the hard paper copy of the crew manifest) is hand carried and delivered by a ticket/gate agent to U.S. Customs prior to the flight's departure. The parties understand and acknowledge that it must be delivered and accurate one (1) hour prior to the flight's departure. Thus, even if a flight to an International Destination may re- open subsequent to close out, it will not be possible for a Flight Attendant to reclaim that flight.

8. Examples - Domestic Flying

A.	Scheduled Departure of Flight	1500
	Scheduled Close Out of Flight	1450
	Flight Attendant must place call no later than	1445
B.	Scheduled Departure of Flight	1500
	Normal Scheduled Close Out of Flight	1450
	Delay Announced	1449
	Rescheduled Departure of Flight	1530
	Flight Attendant must place call no later than	1515



C.	Scheduled Departure of Flight	1500
	Normal Scheduled Close Out of Flight	1450
	Flight Closes Out	1450
	At Departure Delay Announced	1500
	Passengers Permitted to Deplane (thus flight “re-opens”)	
	New Departure Time Scheduled	1600
	New Close Out Time	1550
	If original flight not reclaimed prior to first close out, Flight Attendant must place call no later than	1545
9.	Example – International Flying	
A.	Scheduled Departure of Flight	1500
	General Declaration Form Delivered to U.S. Customs	1400
	Flight Attendant must place call no later than	1355
B.	Scheduled Departure of Flight	1500
	Normal Time for General Declaration Form to be delivered to U.S. Customs	1400
	Flight Attendant must place call no later than Why? Flight Attendant may NOT reclaim flight once General Declaration has been delivered to Customs.	1355
C.	Scheduled Departure of Flight	1500
	Normal Time for General Declaration Form to be delivered to U.S. Customs	1400
	At Departure Delay Announced	1500
	Passengers Permitted to Deplane (thus flight “re-opens”)	
	New Departure Time Scheduled	1600
	Flight Attendant must place call no later than Why? Flight Attendant may NOT reclaim flight once General Declarations has been delivered to Customs.	1355



AGREED

For Envoy Air

For the Association of
Flight Attendants - CWA, AFL-CIO

A handwritten signature in cursive script that reads "Linda M. Kunz".

Linda Kunz
Vice President – Flight Service

A handwritten signature in cursive script that reads "Robert Barrow".

Robert Barrow
MEC President



SIDELETTER – F

August 24, 2005

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

Re: SJU Maternity Benefits

Dear Mr. Salas:

This is to confirm our understanding with respect to the maternity benefits currently provided by Envoy Air, Inc. to the Flight Attendants based in SJU. Flight Attendants eligible for such benefits under Company policy receive half pay for eight (8) weeks upon their return to work. As we discussed, the Company will not reduce these maternity benefits.

Sincerely,

Linda Kunz
Vice President – Flight Service



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SIDELETTER – G

MEMORANDUM OF UNDERSTANDING
by and betwixt
ENVOY AIR, INC.
and the FLIGHT ATTENDANTS in the service of
ENVOY AIR, INC.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

ALL WEEKENDS OFF RESERVE LINES

This MEMORANDUM OF UNDERSTANDING is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and betwixt, ENVOY AIR, INC., (hereinafter referred to as the “Company”) and the Flight Attendants in the service of ENVOY AIR, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS (hereinafter referred to as the “Union”).

The parties have met and agree to the following:

1. For every 150 Flight Attendants active at a domicile, the Company will create a minimum of one (1) line containing all weekends off to be awarded to no less than one (1) Flight Attendant.
2. For purposes of calculating the number of active Flight Attendants at a domicile, the number used will be that reported by administrative management concurrent with the reporting of “PO” availability for the subsequent month. It is understood that this will be prior to the opening date for Flight Attendant bidding for the subsequent month.
3. It is understood that this MOU is intended to provide clarification of Section 8.E.2.f. of this Agreement and not replace any portion of the Collective Bargaining Agreement.

ENVOY AIR

Linda Kunz 01/03/2013
Vice President, Flight Services

ASSOCIATION OF FLIGHT
ATTENDANTS-CWA, AFL-CIO

Robert Barrow 01/03/2013
President Master Executive Council



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SIDELETTER – H – Incorporated into Sections 18 & 35

Right to Reinstatement to Paid Status Following Leave of Absence
Section 18.J.6.-7. & 35.E



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SIDELETTER – I

MEMORANDUM OF UNDERSTANDING
by and betwixt
ENVOY AIR, INC.
and the
FLIGHT ATTENDANTS
in the service of
ENVOY AIR, INC.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

<p>TRANSITIONAL LEAVE OF ABSENCE TO TRAIN FOR AMERICAN AIRLINES FLIGHT ATTENDANT EMPLOYMENT</p>

This Memorandum is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, betwixt Envoy Air, Inc. and Association of Flight Attendants-CWA, AFL-CIO.

1. The parties recognize that certain Envoy Air Flight Attendants apply to and are accepted for initial Flight Attendant training by American Airlines or its successors or assigns.
2. When a Flight Attendant is accepted into the American Airlines Flight Attendant training program Envoy Air, Inc., will place the Flight Attendant on a "Transitional Leave".
3. A "Transitional Leave" is an unpaid Leave of Absence during which a Flight Attendant may attend American Airlines initial Flight Attendant training.
4. At the commencement of a Transitional Leave of Absence, a Flight Attendant will lose all Occupational and Classification seniority with Envoy Air, Inc. She/he will maintain and accrue Company seniority for the duration of the Leave of Absence.
5. For the duration of the Transitional Leave of Absence, the Company will continue to provide basic health and life insurance coverage. The Flight Attendant will continue to be responsible for any employee contribution, at the same rate, as when actively working. The Flight Attendant must continue to pay for any supplemental coverage (e.g. supplemental medical, additional life, flexible spending, or accident plans) for the coverage to remain in effect.
6. If a Flight Attendant completes the training which triggered the Transitional Leave, upon graduation/successful completion of the training, the Transition Leave shall terminate.



7. Prior to successful completion of American Airlines initial Flight Attendant Training, and Envoy Air Flight Attendant will have the right to return to Envoy Air Flight Attendant employment. Notification of intent to return must be made within three (3) days following the date on which the Flight Attendant left American Airlines initial Flight Attendant training. Such return will be without any Occupational or Classification seniority, but with Company seniority.
8. In accordance with the Company policy in effect at the time the Transitional Leave commences, a Flight Attendant will retain the same travel privileges for which she/he was eligible prior to the leave.
9. It is understood that a Flight Attendant may not engage in outside paid employment while on Transitional Leave.
10. Except as provided in this Memorandum, all provisions of the Collective Bargaining Agreement remain in effect.

AGREED:
ENVOY AIR

Handwritten signature of Linda Kunz in cursive.

Linda Kunz 02/27/2013
Vice President-Flight Service

ASSOCIATION OF FLIGHT
ATTENDANTS-CWA, AFL-CIO

Handwritten signature of Robert Barrow in cursive.

Robert Barrow 02/27/2013
President Master Executive Council



SIDELETTER – J

LETTER OF AGREEMENT
 between
 ENVOY AIR, INC.
 and the
 FLIGHT ATTENDANTS
 in the service of
 ENVOY AIR, INC.
 as represented by the
 ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

New Hire Vacation Accrual for Company Transfers

Existing Envoy Air employees who are hired as Flight Attendants and successfully complete New Hire Training and pass the Initial Operating Experience will retain their Company Seniority and accrue vacation in the manner outlined below.

To determine the amount of vacation the Flight Attendant will be able to bid in her/his year of hire and which will be taken in the subsequent year, the following procedure will be followed:

The Envoy Air company transfer will carry in the amount of accrued and unused vacation earned from her/his non-Flight Attendant position, as determined by PayComp. For the portion of the hire year that the employee is a Flight Attendant, her/his vacation accrual rate will be determined in accordance with Section 10.A.1. of this Agreement and the actual days accrued in accordance with the schedule set forth below.

The rate at which the Flight Attendant accrues the vacation shall be determined by her/his Envoy Air Company Seniority (which is the sum of non-Flight Attendant and Flight Attendant service at any Envoy Air company position) and qualification in accordance with Section 10.B.3. of this Agreement.

The accrual rates shall be the following:

2 weeks	1.167 days/month	0-5 years of seniority
3 weeks	1.75 days/month	5 years
4 weeks	2.33 days/month	15 years
5 weeks	2.92 days/month	20 years

The carry in amount of accrued and unused vacation will be added to the “Flight Attendant” accrued vacation to determine the total number of days for which the Flight Attendant is eligible to bid.



IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 26th day of July, 2012.

FOR ENVOY AIR, INC.

Handwritten signature of Linda Kunz in cursive.

Linda Kunz
Vice President - Flight Service

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

/s/ Sara Nelson

Sara Nelson
International President

Handwritten signature of Robert Barrow in cursive.

Robert Barrow, MEC President

/s/ Debora Sutor

Debora Sutor, Chairperson, Negotiating Committee

/s/ Paula Mastrangelo

Paula Mastrangelo, Staff Negotiator



SIDELETTER – K

MEMORANDUM OF UNDERSTANDING
by and betwixt
ENVOY AIR, INC.
and the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

8.F.2.a.

The parties have met and agree that “the check-out time of the originally scheduled pairing” as referenced in Section 8.F.2.a. of this Agreement means fifteen (15) or thirty (30) minutes (i.e., the applicable de-brief period), following the block in of the last flight of the original pairing as it was scheduled, when awarded or assigned.

Any new flying assigned must conform within the parameters represented by the following examples:

Example One

Day Three of a three day trip. Begins following a layover in XXX.

Flight	City Pair	Departure	Arrival
1.	XXX-ORD	1000	1100
2.	ORD-YYY	1200	1300
3.	YYY-ORD	1400	1500

ORD-YYY-ORD cancels.

Flight Attendant is assigned new flying.

4.	ORD-ZZZ	1300	1400
5.	ZZZ-ORD	1500	1600

This is a legal assignment of new flying because the new ZZZ turn is scheduled to check out no more than two hours (2:00) later than the check-out time of the Flight Attendant’s originally scheduled pairing.



Example Two

Day Three of a three day trip. Begins following a layover in XXX.

Flight	City Pair	Departure	Arrival
1.	XXX-ORD	1000	1100
2.	ORD-YYY	1200	1300
3.	YYY-ORD	1400	1500

Flight # 2 experiences creeping delay. Company keeps delaying departure in fifteen (15) minute increments. At 1559, flights 2 & 3 (YYY turn) are still scheduled to operate, although delayed. The Schedule, incorporating the delays, is posted to fly as follows:

2.	ORD-YYY	1600	1700
3.	YYY-ORD	1800	1900

At 1600, Flight #2 cancels. Flight Attendant calls Scheduling and is assigned to following flights:

6.	ORD-AAA	1700	1800
7.	AAA-ORD	1900	2000

This is not a legal assignment to new flying because the check-out time of the AAA turn is scheduled to check out five (5) hours later than the check-out time of the Flight Attendant's originally scheduled pairing.

Example Three

Day Three of a three day trip. Begins following a layover in XXX.

Flight	City Pair	Departure	Arrival
1.	XXX-ORD	1000	1100
2.	ORD-YYY	1200	1300
3.	YYY-ORD	1400	1500

Flight Attendant gets to XXX airport at 0900 checks her schedule and learns that Flights 2 & 3 (YYY turn) have already been cancelled.

Before departing from XXX, Flight Attendant is assigned to the following new flying:

4.	ORD-ZZZ	1300	1400
5.	ZZZ-ORD	1500	1600



At 1100, upon landing in ORD following Flight 1, Flight Attendant learns that Flights 4 & 5 (ZZZ turn) have cancelled. She calls Crew Scheduling and learns she has been assigned to the following flights:

8.	ORD-MQT	1330	1500
9.	MQT-ORD	1600	1730

This is not a legal assignment because the check-out time of the pairing following Flight 9 is not within two hours following the check-out time of the pairing if it ended with Flight 3.

Example Four

Day Three of a three day trip. Begins following a layover in XXX.

Flight	City Pair	Departure	Arrival
1.	XXX-ORD	1000	1100
2.	ORD-YYY	1200	1300
3.	YYY-ORD	1400	1500

Flight Attendant gets to XXX airport at 0900 checks her schedule and learns that Flights 2 & 3 (YYY turn) have already been cancelled.

Before departing from XXX, Flight Attendant is assigned to following new flying:

4.	ORD-ZZZ	1300	1400
5.	ZZZ-ORD	1500	1600

At 1100, upon landing in ORD following Flight 1, Flight Attendant learns that Flights 4 & 5 (ZZZ turn) are delayed. They continue to delay in fifteen (15) minute increments. At 1459, they are scheduled to operate as follows:

4.	ORD-ZZZ	1500	1600
5.	ZZZ-ORD	1700	1800

At 1500, Flights 4 & 5 cancel (ZZZ turn). Crew Scheduling assigns Flight Attendant to the following flights:

8.	ORD-MQT	1530	1700
9.	MQT-ORD	1800	1930

This is not a legal assignment. The check-out time of the pairing following Flight 9 is not within two hours (2:00) following the check-out time of the pairing if it ended with Flight 3.



Example Five

One day trip.

Flight	City Pair	Departure	Arrival
1.	SJU-SDQ	0900	1000
2.	SDQ-SJU	1100	1200
3.	SJU-DOM	1530	1700
4.	DOM-SJU	2000	2220

Entire trip cancels. Crew Scheduling replaces the trip with the following pairing:

5.	SJU-PUJ	0930	1030
6.	PUJ-SJU	1130	1230
7.	SJU-BGI	1400	1650
8.	BGI-SJU	2000	2250

This is a legal assignment of new flying because the new pairing is scheduled to check out no more than two hours (2:00) later than the check-out time of the Flight Attendant's originally scheduled pairing.

AGREED

ENVOY AIR, INC.

LINDA KUNZ
Vice President-Flight Service

ASSOCIATION OF FLIGHT
ATTENDANTS-CWA, AFL-CIO

ROBERT BARROW
President Master Executive Council



SIDELETTER – L

LETTER OF AGREEMENT
between
ENVOY AIR, INC.
and the
FLIGHT ATTENDANTS
in the service of
ENVOY AIR, INC.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Automated Pairing Trading with Open Time (TTOT)

The parties acknowledge that the introduction of Automated Trip Trading (TTOT) requires that certain sections of the Collective Bargaining Agreement (CBA) require modification. To fully effectuate the automated pairing trading system, the parties have met and agree to implement the following amendments to the CBA.

During the 1113 Bankruptcy Negotiations (2012), the provisions of the original TTOT Side Letter, except for the commitment to amend the CBA as needed, were incorporated into the bankruptcy CBA. The parties agree to retain the original provision below.

Should any further modifications, amendments or other adjustments to the CBA become necessary at any time while this CBA is in effect, the parties agree to meet and negotiate such changes prior to implementation.

AGREED this 17th day of October, 2012.

FOR ENVOY AIR, INC.

Linda Kunz
Vice President - Flight Service

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

/s/ Sara Nelson

Sara Nelson
International President



Robert Barrow

Robert Barrow, MEC President

/s/ Debora Sutor

Debora Sutor, Chairperson, Negotiating
Committee

/s/ Paula Mastrangelo

Paula Mastrangelo, Staff Negotiator



SIDELETTER – M

LETTER OF AGREEMENT
between
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and the
FLIGHT ATTENDANTS
in the service of
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ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Confidential Safety Action Program (CSAP)

WHEREAS, Envoy Air Inc. (the “Company” or “Envoy”) and the Flight Attendants in the service of Envoy, as represented by the Association of Flight Attendants-CWA, AFL-CIO (“AFA”) wish to memorialize the process under the Safety Management System (hereafter referred to as SMS) for management’s Confidential Safety Action Program (hereafter referred to as CSAP). This Letter of Agreement (LOA) is not an endorsement of CSAP for Flight Attendants represented by AFA. It is an agreement to protect Flight Attendants who voluntarily report safety-related events through CSAP, from Company discipline.

The parties have met and agree to the following:

1. It is understood that the purpose of CSAP is to identify safety events and to implement corrective measures that reduce the opportunity for safety to be compromised. It is the desire of the AFA and Company to offer a platform for voluntary self-reporting that is intended to improve operational safety as well as Company policy and procedures.
2. This program will foster a voluntary, cooperative, non-punitive environment for the open reporting of operational safety concerns. Any report that involves intentional disregard for safety, criminal activity, substance abuse (controlled substance/alcohol), repetitive behavior and intentional falsification are excluded from the program.
3. The Company shall ensure that Flight Attendants will have access to the CSAP system through the Company website, as well as, telephonically. Flight Attendants shall make every reasonable attempt to file reports within 24 hours of the event or 24 hours following the completion of their pairing for sole source reports. Any recommendations made by the committee for the reporting member will be tracked by the Company Analyst to ensure completion of said recommendation.



4. NASA ASRS REPORTING: Voluntary participation in the Flight Attendant CSAP program also guarantees participation in the NASA Aviation Safety Reporting System (ASRS), as described in FAA Advisory Circular 00-46, as amended. Upon receipt of an Envoy CSAP report from a Flight Attendant, the Envoy CSAP Manager will immediately forward a copy of the report to NASA for inclusion in ASRS. The CSAP Manager assumes the responsibility of fulfilling the ten-day ASRS reporting requirement on all reports that meet the Envoy CSAP 24-hour reporting deadline.
5. There will be no parallel investigations conducted for issues reported through CSAP. It is understood that there will be no discipline levied for an accepted report.
6. Other Reporting Methods: with regard to an event that is reported through traditional reporting methods (e.g. Irregularity reports, Passenger letters, Inflight Audits, etc.), Flight Attendants must submit their CSAP Reports within 48 hours of confirmed receipt of notification from the Company about the event. Copies of any facts, factual media, event reports or investigative reports surrounding the event will be forwarded to the Safety Analyst - CSAP for distribution to the Flight Attendant CSAP Committee to assist this Committee in its investigation.
7. Regarding instances outlined in Paragraph 6 above: should such CSAP reports be excluded from CSAP by the Flight Attendant CSAP Committee, the Company reserves the right to take action, if the Company deems it appropriate under its corrective action policy. It is agreed and understood that the Company's time frames to take any action will begin upon confirmation of receipt of notification to the reporting Flight Attendant(s) of the Flight Attendant CSAP Committee decision to exclude such report(s) from the CSAP. Flight Attendants may exercise their right to challenge any such actions of the Company pursuant to the provisions of the Collective Bargaining Agreement.
However, should such instances of Paragraph 6 above be accepted into CSAP by the Flight Attendant CSAP Committee, the Company will not issue discipline on the event, will end any/all investigation(s) immediately and, if applicable, will expunge all fact-finding records relevant to the event upon notification of acceptance of the report(s) into CSAP.
8. A Flight Attendant who experiences an inadvertent slide deployment, live door, or slide disengagement from its stored position will be encouraged to submit a CSAP safety action report. Such submitted reports will be accepted into the CSAP program as long as it meets the criteria in paragraph 2., above. The Flight Attendant will be indemnified from discipline, and provided a Door Slide Review with a member of the training department.



9. The Company will cover the cost of the AFA's Representatives on the CSAP committee. This will also include flight time and hotel cost for meetings and conferences outside of the normal duties of the committee.
10. In the event that the CSAP Committee cannot come to consensus on how to resolve a CSAP report, resolution will be reached in accordance with Chapter 03-06, Paragraph E.5., and Figure SM 03-06A.
11. In the event of any inconsistency of this LOA with the terms of the Company's Safety Manual, the provisions of this LOA shall take precedence.
12. Both parties shall collaborate on educational materials to be made available in print and on the respective websites of each party.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding this 2nd day of October 2020.

For the Company:

Linda Kunz
Vice President Flight Service

For the Association:

Sara Nelson
International President

Robert Barrow
MEC President

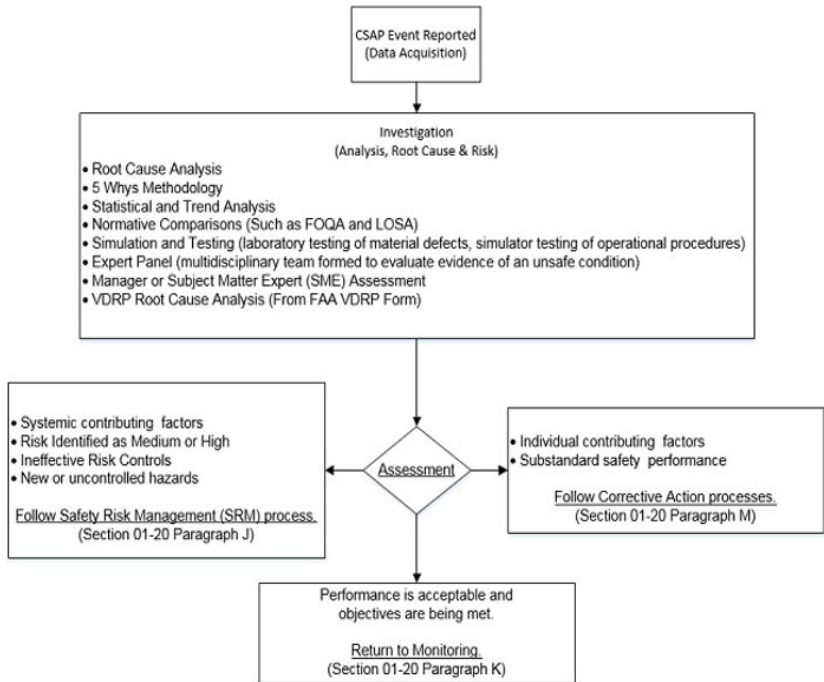
Paula Mastrangelo
Senior Staff Negotiator



A. GENERAL

1. The purpose of the Confidential Safety Action Program (CSAP) is to assist in preventing accidents and incidents and to enhance compliance with all applicable regulations. This is achieved through a voluntary self-reporting system available to all Envoy employees.
2. If, during a thorough review of the incident, it is found that unacceptable behavior exists, such as:
 - a. Criminal activity
 - b. Substance abuse
 - c. Reckless behavior
 - d. Willful disregard of regulations or procedures
 - e. Repetitive instances of noncompliance
 - f. Knowingly providing false informationthe report may not be accepted into the CSAP.
3. No disciplinary action will be taken on an event that has been accepted by the CSAP committee.
4. Information from an accepted CSAP report will not be used to initiate or support Company disciplinary action or the PPC process. Senior management has empowered the Company representatives of the CSAP Committees to act on their behalf.
5. The Federal Aviation Administration (FAA) Compliance Philosophy
 - a. Order 8000.373A
 - b. https://www.faa.gov/documentLibrary/media/Order/FAA_Order_8000.373A.pdf
6. CSAP reports are de-identified and kept confidential.
7. A graphic overview of the process is provided in the figure below.

(continued on following page)



B. SCOPE

1. The Confidential Safety Action Program (CSAP) is intended to generate safety information which may not otherwise be obtainable. CSAP is a Company-wide tool for employees to report, confidentially: safety or security concerns, hazards, issues, occurrences, incidents and propose solutions for safety improvements. The CSAP program is accessible to all Envoy employees and may be accessed from an internet browser at:

my.envoyair.com > Departments > Safety/Security and Environmental > [Intelex](#)

C. PARTICIPATION

1. The Confidential Safety Action Program (CSAP) is available for all Envoy employees.

D. RESPONSIBILITY AND AUTHORITY

1. Vice President - Safety, Security and Environmental has responsibility for the Confidential Safety Action Program (CSAP). This responsibility includes the authority to ensure the CSAP procedures are established, implemented and maintained in compliance with Company procedure.



2. The Vice President - Safety, Security and Environmental (VP-SSE) has delegated the authority for the administration of all records, data, and information generated in conjunction with the CSAP to the Manager Flight Safety. This includes handling CSAP reports and notification to applicable Envoy management when necessary. The Manager Flight Safety ensures compliance with the CSAP processes, policies and reporting requirements. The Manager Flight Safety is the CSAP Process Owner.
3. The Vice President - Safety, Security and Environmental has designated the Director System Safety as the responsible individual to resolve any matters in which a consensus is unreachable by the CSAP Committee. Should the CSAP Committee fail to obtain a consensus on any matter, the report will be tabled for further discussion at the next meeting. If a resolution is not attained, the report will be forwarded to the Director System Safety who will determine the outcome. It should be noted that occasions in which the CSAP Committee fail to reach consensus are expected to be extraordinarily rare.
4. Safety Analyst - CSAP reports to the Manager Flight Safety and is responsible for receipt and distribution of the CSAP reports to the appropriate CSAP Committee.
5. The CSAP Committees consist of a Company Management representative and a Union or other Employee group representative. The CSAP Committees answer to and are a subgroup of the Safety Committees as described in Safety Manual Section 01-20 Paragraph D.
 - a. CSAP Committees have the responsibility to analyze the data, document trends, and make appropriate recommendations involving procedures, policy, training and other matters. Corrective recommendations are designed to solve or mitigate problems and prevent recurrence rather than take punitive action against the reporting person.
 - b. The Director System Safety acts as the tie breaker in the event the CSAP Committee cannot come to a consensus on how to resolve a CSAP report.
 - c. The VP-SSE may override any CSAP Committee resolution he feels may be inappropriate.
 - d. CSAP reports are assigned to a CSAP Committee by the Safety Analyst - CSAP based on the working group of the report submitter.
6. Each Safety Committee will designate a manager or analyst as a CSAP Administrator to manage the individual CSAP.



-
- a. The CSAP Administrator is the focal point for the respective CSAP program administration, including but not limited to, recording and acknowledging receipt of reports, maintaining the database, providing information about, and responding to, inquiries concerning the status of CSAP reports, and for the coordination and tracking of committee corrective action recommendations.
7. The CSAP Executive Committee (CEC) consist of Managers, Directors and Union Officer from each working group. Their role in the CSAP process is to review and discuss CSAP events that involve systemic contributing factors, multiple working groups or in which the corrective actions may involve a working group other than the originating group.
 - a. The CEC will follow the Safety Risk Management (SRM) process found in Safety Manual Section 01-20 Paragraph J.

E. DEFINITIONS

1. **HAZARD** (For the purpose of SMS Processes) – A condition that could foreseeably cause or contribute to an aircraft accident. (Aircraft accident means an occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and which any person suffers death or serious injury, or in which the aircraft receives substantial damage.)
2. **HAZARD** (For the purpose of Employee Reporting) – A condition or an object with the potential to cause injuries to personnel, damage to equipment or structures, loss of material, or reduction of ability to perform prescribed function.

NOTE

CSAP is an Employee Reporting program and, therefore, uses this definition.

3. **REPEATED INSTANCES OF NONCOMPLIANCE** – Reports involving the same or similar possible noncompliance with the regulations or policies that were previously addressed with administrative or informal action under the CSAP will be accepted into the program, provided they otherwise satisfy the acceptance criteria. The CSAP Committee will consider on a case-by-case basis the corrective action that is appropriate for such reports.
4. **RECKLESS BEHAVIOR** – Willingly taking an action which a reasonable person (the CSAP Committee will consider training and experience) would know could lead to an unsafe or adverse outcome.
5. **WILLFUL DISREGARD OF REGULATIONS OR PROCEDURES** – Intentional or not inadvertent.



F. PROCEDURES

1. CSAP Reporting

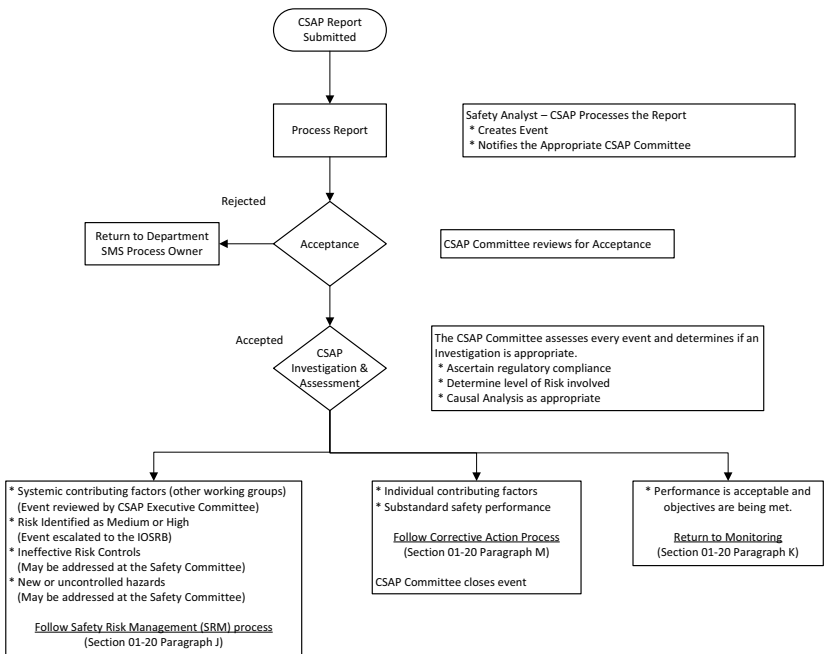
- a. Reports of a hazard and/or an unsafe event are made by utilizing the online safety reporting system (Intelex, WBAT, or other electronic database). Intelex may be accessed at:
my.envoyair.com > Departments > Safety/Security and Environmental > [Intelex](#)
- a. If more than one employee is involved in an event, each employee involved may be requested to submit a report.
- b. Events that are not otherwise known to the company or FAA, but to the crew member/ individual only, are considered sole source. Such events do not have a submission time restriction.
- c. Events that are otherwise known to the company or FAA are considered non-sole source. These events must be reported within 24 hours of the event, the end of a flight crew sequence or of knowledge of the event.

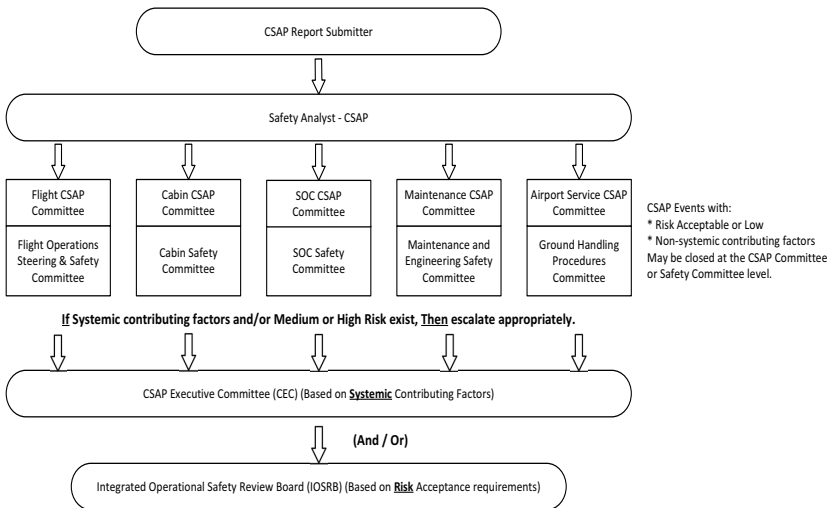
2. CSAP Report Processing

- a. The Safety Analyst - CSAP will, upon receipt of a report submission:
 - (1) Open and review every CSAP report for relevant information such as:
 - a) Station or location of event or concern
 - b) Flight number
 - c) Tail number
 - d) Departure and Arrival stations
 - e) Phase of flight
 - f) Description and suggestion details
 - (2) De-Identify the event details and narratives.
 - (3) Create an Event that includes a Title.
 - (4) Create an Agenda and add Events to the Agenda in Intelex, WBAT, or other electronic database.
 - a) The Agenda will be created using the dates provided by:
 - (1) Flight Operations Safety and Steering Committee
 - (2) Maintenance Safety Committee
 - (3) Cabin Safety Committee
 - (4) Ground Handling Procedures Committee
 - (5) SOC Safety Committee



- b) Events will be added to the Agenda as they are received and made ready for review.
 - (5) Notify the appropriate CSAP Administrator
 - b. When the appropriate CSAP Committee has completed its review of the event, the Analyst Flight Safety will:
 - (1) Close the CSAP report
 - (2) Maintain the electronic CSAP database
 - a) Provide requested data as required (monthly, quarterly or annually)
 - b) Monitor data for adverse trends and triggering events
3. Investigation Procedures
- a. The CSAP Administrator will facilitate the investigation with the CSAP Committee and document the investigation in Intelx.
 - b. The CSAP investigation will include an assessment of root cause and risk.





G. CSAP ANALYSIS AND ASSESSMENT

1. Each month the Safety Analyst - CSAP will enter data from the electronic database into a spreadsheet to produce the monthly, quarterly and annual reports.
 - a. Data will be analyzed for adverse trends and triggering events.
2. The appropriate CSAP Committee will review Event reports and monthly data to determine Root Cause and Risk.
 - a. If systemic contributing factors, risk medium or high, ineffective risk controls, new or uncontrolled hazards are identified, Safety Risk Management processes shall be followed. Refer to Section 01-20, paragraph J.
 - (1) Events with systemic contributing factors will be addressed by the CSAP Executive Committee (CEC).
 - (2) Events with a Medium or High risk will be addressed by the IOSRB.
 - b. If individual contributing factors or substandard safety performance is identified, Corrective Action processes shall be followed. Refer to Safety Manual, Section 01-20, Paragraph M.



- (1) The CSAP Committee will determine an appropriate Corrective Action (such as training). The CSAP Administrator documents the Corrective Actions and tracks the Corrective Actions to completion in Intelex, WBAT, or other electronic database.

H. CSAP COMMITTEE OBJECTIVES

1. The CSAP Committee has the responsibility and authority to make corrective recommendations involving procedures, policy, training and other matters.
 - a. Corrective recommendations should be designed to resolve issues and prevent recurrence rather than take punitive action against the reporting individual.
2. The Committee has the authority to make decisions regarding acceptance of all CSAP reported events.
3. The CSAP Committee will:
 - a. Review and analyze reports and events submitted under the CSAP program.
 - b. Determine whether such reports and events qualify for inclusion, including, if appropriate, interviewing or requesting clarification from the submitter. The CSAP Committee may elect to interview an employee prior to an acceptance decision.
 - c. Identify actual or potential problems or hazards from the information contained in the reports.
 - d. Propose solutions or controls for those problems or hazards to include remedial training or education.
 - e. Monitor through departmental Safety Assurance processes to determine whether corrective actions have been effective in preventing or reducing the recurrence of targeted safety-related events.
 - f. When determining the risk associated with the event, the CSAP Committee will utilize the Risk Matrix and Risk Assessment and Mitigation procedures located in Section 06-10 of the Safety Manual.

I. FORMS

1. AE-SM-0305.2 is used to record understanding of the confidentiality requirements as a condition of CSAP participation.
2. The form is available online at: <https://regionaltraining.aa.com/index.php/regional-carrier-manuals/envoy/forms/>



3. An example of the form is seen below.

Envoy Confidentiality Statement

AE-SM-0305.2
19 Sep 19

The undersigned declares as follows:

1. I understand that in connection with my work/research for the Envoy Safety Department, I will receive and/or have access to information that is confidential, proprietary, and of the highest sensitivity (which may include confidential ASAP, CSAP, FOQA, FRMP and LOSA information). Accordingly, I will not disclose to any person who has not signed a declaration similar to this one (regardless of whether the person is a Company employee or entity) any confidential Flight Safety, ASAP, CSAP, FOQA, FRMP or LOSA information, unless such disclosure is required to investigate or research the event as requested by the Safety Department. Any information that I acquire, pertaining to the event, will be forwarded to the Manager Flight Safety or the ASAP, CSAP, FOQA, FRMP or LOSA Analyst.
2. I will immediately report to the Manager Flight Safety any violation or breach of the commitments made in this declaration, whether the breach or violation is intentional or inadvertent.
3. I will abide by the commitments made in this declaration until the Company releases me from these commitments. I agree that my obligation to maintain the commitments made herein will survive the termination of my employment with the Company.
4. I understand that the disclosure of any aspect of the Company's "Confidential Information" will give rise to irreparable injury, and thus, be inadequately compensable in damages. Accordingly, I understand and agree that if I violate or breach the commitments made in this declaration, I will be subject to discipline or discharge, or to liability for damages and/or injunctive relief in any legal action that may be brought against me by the Company.
5. Notwithstanding the foregoing, the following will not constitute "Confidential Information" for purposes of this Agreement:
 - a. Information which was already in the undersigned's possession prior to its disclosure by the Company.
 - b. Information which is obtained from a third person who, insofar as it is known to the undersigned, is not prohibited from transmitting the information to the undersigned by a contractual, legal or fiduciary obligation to the Company.
 - c. Information which is or which becomes generally available to the public, other than as a result of disclosure by the undersigned in violation of this Agreement.
 - d. Information that has been or is independently acquired or developed by the undersigned without violating any of its obligations under this Agreement.

Signed this _____ day of _____, 20__

Phone number

Signature

Company/Department

Print Name



J. CONTROLS

1. Section 03-06 of the Safety Manual defines detailed policies and procedures for control of the CSAP program.

K. PROCESS MEASUREMENT

1. The Manager Flight Safety is responsible for conducting periodic audits of the program to determine whether the program is achieving the desired results.
2. Audits performed by outside agencies (or internal audits) may be accomplished utilizing access to de-identified data.

L. INTERFACES

1. Web Based Analytics Tool (WBAT) - Web-based software program which allows system user data entry and output analysis.
2. Intelix - Web-based software program which allows system user data entry and output analysis.
3. Safety Manual, Section 01-20: Safety Management System (SMS)
4. Safety Manual, Section 03-06: Confidential Safety Action Program (CSAP)
5. Safety Manual, Section 06-10: Risk Assessment and Mitigation



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SIDELETTER – N

LETTER OF AGREEMENT
between
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FLIGHT ATTENDANTS
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ENVOY AIR, INC.
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ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

IMPLEMENTATION OF PREFERENTIAL BIDDING SYSTEM

This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, between Envoy Air, Inc. (hereinafter referred to as the “Company”) and the Flight Attendants in the service of the Company, as represented by the Association of Flight Attendants-CWA (hereinafter referred to as the “Association”).

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

1. The Company and the Association each have selected Navtech, Inc. as their preferred choice as the PBS vendor and the Company has entered into a contract with Navtech to provide a PBS for the flight attendants. The selected vendor may not be changed without affording the Association the opportunity to participate in the selection process in the same manner as was used in the current process. Any new PBS will include a seniority-based algorithm, unless otherwise mutually agreed upon by the parties.
2. The parties agree that reasonable changes that do not alter the vendor's underlying algorithm for the processing and awarding of preferences may be made as required or suggested by the vendor. In such cases, the Association will be given advance notice and be allowed input into the change. It is understood that the Association and the Company will meet and negotiate a Letter of Agreement incorporating all the changes to the Collective Bargaining Agreement required to implement PBS.
3. PBS Implementation Committee:

A joint Company/Association Committee (the “JPBSC”) shall be established immediately upon execution of this Agreement. The JPBSC shall be composed of a minimum of two (2) members from the Company and minimum of two (2) members from the Association. The Association



members of the JPBCS will be considered quasi full time through implementation of both the Bid Line and Reserve systems plus one (1) year. The Company shall bear reasonable flight pay loss of the Association's JPBCS Members. The Association members shall have continuing PBS involvement as part of the Bid Planning Committee. The Company will consult with the JPBCS on all significant matters regarding implementation of PBS as well as any future enhancements or changes before making decisions regarding such matters.

4. PBS Implementation:

Implementation and development of the PBS shall be overseen by the JPBCS. The Association members will be provided equal access to verify system settings, constraints and parameters (within the vendor's contractual limitations/restrictions, provided that, if the applicable contract does not permit the Association to acquire its own copy of the software, then the Association will be provided access to the Company's copy adequate to enable the Association to verify system settings, constraints and parameters). Bidding interface will be accessible to Flight Attendants both inside and outside the Company's network (home computer via internet). Flight Attendants will never be assessed any fee for utilizing the PBS. The Company shall bear all necessary and reasonable expenses related to the initial startup and subsequent "debugging" of PBS. The Company will supply sufficient terminals for Flight Attendants to bid at each domicile, and will provide internet and network bidding capabilities, for a web-based program.

5. PBS Training:

The JPBCS shall develop all required PBS procedure manuals and training programs and oversee Flight Attendant training which will be mandatory and shall begin so as to provide sufficient time for Flight Attendant classroom training, but no later than three (3) months prior to PBS going "on line". PBS training will be governed by the provisions of Section 19 of the Collective Bargaining Agreement. No later than two (2) months prior to PBS going "on line", a mandatory parallel bidding process will be made available to Flight Attendants for familiarization purposes. It is understood that these are minimum time limits and they may be expanded to provide for additional training and/or the parallel bid process.

6. During the training months, in addition to the Association members of the JPBCS there will be Association appointed Trainers in each class. The Company shall bear all reasonable flight pay loss for the Association members of the JPBCS and the Association Trainers. For the first ninety (90) days following implementation, the trainers will be available to help Flight Attendants to bid, and to understand their award. Except as provided for in paragraph 2, no part of the PBS algorithm shall be substituted, altered or modified without the prior agreement of the Association.



-
7. The Sections, or portions thereof, of the new Agreement involving building of or bidding for Bid Lines or Reserve Lines shall not become effective until implementation of PBS.
 8. All provisions of the contract, without modification, remain in effect until altered by mutual agreement to accommodate the implementation of PBS. Prior to PBS going "on line", the Association will have input into the readiness for implementation.

9. Line Construction:

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

10. Criteria for Line Construction:

- a. The JPBSA will meet with the vendor to thoroughly vet the new scheduling provisions which must be considered in the context of a PBS environment. The Company with input from the JPBSA will determine the range for the line average and the window above and below it to which a Flight Attendant's schedule may be built. Any subsequent change(s) will be made after consultation with the JPBSA.
- b. All contractual limitations on the construction of bid lines and Reserve lines shall remain in effect, unless otherwise agreed.
- c. A bid line will contain no reserve days and a reserve line will contain only reserve days and days off.
- d. A bid line will not contain any out of domicile pairings.

11. Parameters for Line Construction:

The following procedures will precede line construction:

- a. All known flying, including charters, shall be constructed into pairings and placed in the PBS for bid. (Parties recognize that the flying must be known at the time pairings are constructed).
- b. The company will apply any known absence to a Flight Attendant's schedule. The credit value of the known absence(s) will be reflected in the total value of the line for purposes of the line construction parameters according to the schedule below. To the extent that the "off the shelf" software accommodates credit value waivers, at the Flight Attendant's option, she/he may elect to have the credit value not counted toward her/his maximum bid award. However, in no event may the Flight Attendant's bid award exceed one-hundred ten (110) hours.
- c. For the purposes of Line construction, the planned absences or events that are known prior to the close of the bids will have the below daily credit value applied towards a Flight Attendant's line credit except as provided for in b. above.



i.	Training	3:45
ii.	Sick Leave	3:45
iii.	Bereavement	3:45
iv.	Paid Move Days	3:45
v.	Special Assignment	3:45
vi.	Union Leave	3:45
vii.	Jury Duty Leave	3:45
viii.	Family Leave if SK or VC used	3:45
ix.	Pay Withheld	3:45
x.	Paid Witness	3:45
xi.	Travel Day	3:45
xii.	Single VC Day prior to January 1, 2016	2:41
xiii.	Single VC Day commencing January 1, 2016	3:00
xiv.	California Paid Family Leave and Paid School	3:45
xv.	Miscellaneous Other	TBD

12. Bidding and Awarding of Monthly Schedules:

- a. The Company will utilize and maintain a Preferential Bidding System (PBS), meeting the requirements in this section and the Collective Bargaining Agreement for the construction and awarding of flight schedules and Reserve Lines of Time.
- b. Planned absences/activities
 - A Flight Attendant will bid in her/his specific domicile (When “domicile” is used herein, it will include any co-domicile).
 - i. Flight Attendants on a paper-bid status, whose bid will be for pay purposes only, will be able to bid and be awarded a schedule without impacting other active Flight Attendants' awards.
 - ii. A Flight Attendant who obtains medical clearance prior to the close of bids will be allowed to bid during the bidding process, and will be awarded a schedule for the entire bid period or that portion of the month for which she/he will be available. If available for less than the full bid period, the number of minimum days off will be prorated based upon the numbers of days available; e.g., a Flight Attendant returning from maternity leave mid- month.
 - iii. Carry-ins/absences/pre-awards that are known at the time of bidding, will be pre-planned in the bid process and credited in the new month.



- iv. During the bid process Flight Attendants scheduled for vacation shall be afforded the option to expand their vacation by up to four (4) unpaid days. If the “off the shelf” software does not provide for this option, the vacation expansion days will be pre-plotted as an unpaid planned absence by crew scheduling prior to the monthly bid awards. Such days adjacent to vacation will count toward the minimum monthly days off. Only one option will be accepted and awarded during the bid process. Please refer to # 32 on the Global Options Table.
- v. If a Flight Attendant is withheld from service with pay by the Company at the time of bid closing she/he will be allowed to bid for a schedule for the following bid period in accordance with this section.
- vi. The following preferences, or their reasonable facsimile (depending on the selected vendor’s terminology and nuanced version of the option), shall be available for Flight Attendants. It is recognized that bidding too many options could result in a poor bid award. The JPBSA may determine which preference options will be available and that the creation of a “phasing in” timeline for options would be in the best interest of PBS implementation.

If any items listed below are not contained in the vendor’s “off -the-shelf” product, and not available at a reasonable cost, the Company may, after consultation with the Association, determine not to offer that option.

Preference Options	
1.	<u>Pairings</u> Equipment [Prefer/Avoid, Aircraft type] Flight Attendant may prefer to want to avoid <u>pairings</u> with specific aircraft type
2.	<u>Pairing</u> Length [Prefer/Avoid, #Calendar days, Date] Flight Attendant may prefer or want to avoid <u>pairings</u> with specified number of calendar days.
3.	Layover City [Prefer/Avoid, Layover Station, Date] Flight Attendant may prefer or want to avoid a layover station or region, e.g. West Coast, North East, FL, Caribbean, Mexico, Southwest.
4.	<u>Pairing</u> Type [Prefer/Avoid, Type of <u>pairing</u> Date] Flight Attendant may prefer or want to avoid a type of <u>pairing</u> . <u>Pairings</u> types - 4 day, 3-day, 2-day or 1-day <u>pairings</u> .
5.	Crew Position [Prefer/Avoid, Crew Position, Date] Flight Attendant may prefer or want to avoid a specific position on <u>pairings</u> . Flight Attendant positions are specified on each <u>pairing</u> .
6.	Report/Release [Before/After, Time, Date] Flight Attendant may bid for <u>pairings</u> that report/release before or after a specific time. The <u>pairings</u> may optionally originate/terminate on a specific date.



7.	No Deadheads [Date] Flight Attendant may bid for <u>pairings</u> with a no deadheads in the <u>pairing</u> .
8.	Layover Duration [Minimum/Maximum, Duration, Station] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum layover per duty periods. This limit shall apply to all layovers within the <u>pairing</u> .
9.	Landings per duty period [Minimum/Maximum, Value] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum landings per duty period. This limit shall apply to all duty periods within the <u>pairing</u> .
10.	Block Hours per duty period [Minimum/Maximum, Value] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum block time per duty period. This limit shall apply to all duty periods within the <u>pairing</u> .
11.	Average Credit Hours per duty period [Minimum/Maximum, Value] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum credit time per duty period. This limit shall apply to all duty periods within the <u>pairing</u> .
12.	Prefer Calendar Days Off [Days of week] Flight Attendant may bid off days on specific days of the week (e.g., prefer to work every Monday-Thursday).
13.	Credit Ratio [Prefer, Credit Ratio Value] Flight Attendant may bid for <u>pairings</u> that do not exceed the Credit Ratio Value (<u>pairing</u> time away from base/ <u>pairing</u> credit).
14.	Pairing [Pairing number, Date] Flight Attendant may bid for a specific <u>pairing</u> number and optionally depart on a specific date.
15.	Range of days off [First date, Second date] Flight Attendant may bid for a range of days off.
16.	Block of days off [Date from, Date of] Flight Attendant may bid for a period of days off and would be awarded all days off or none.
17.	Co-Domicile Preference [Prefer, Co-Domicile] Flight Attendant may bid for <u>pairings</u> that originate from a specific co-domicile.
18.	Min/Max Connection Time [Minimum/Maximum, Duration] Flight Attendants may bid for <u>pairings</u> that have minimum or maximum connection (sit) times. This limit shall apply to all duty periods within the <u>pairing</u> .



Global Options	
19.	Maximum number of work periods - Flight Attendant may elect to specify a maximum number of work periods in the bid month (subject to their minimum and maximum permissible credit hours).
20.	Allow Back-to-Backs Flight Attendants may elect to allow legal back-to-backs to be included in their line-of-time.
21.	Allow Training and a <u>Pairing</u> as a Back-to-Back Flight Attendants may elect to schedule training and a <u>pairing</u> as a legal back-to-back to be included in their line of time.
22.	Allow Multiple <u>Pairings</u> Flight Attendants may elect to allow two (2) <u>pairings</u> in the same calendar day separated by legal domicile rest.
23.	Waive Domicile Rest to FAR Minimum + :45
24.	Min Days Off between Work Periods Flight Attendant may set the number of days off between work periods. The system default is two (2) days.
25.	<u>Pairing</u> Mix in a Work Period Flight Attendant may create work periods that contain <u>pairings</u> of specific lengths. The system will use the <u>pairing</u> lengths only in the order that the Flight Attendant specifies.
26.	Commutable Work Period Flight Attendant may bid that their work period begins after a specific time and ends prior to a specific time.
27.	Cadence Preference - Flight Attendant may elect that their work period begins on the same day of the week though the bid month.
28.	Buddy Bid - Flight Attendant may bid with other Flight Attendants up to the number of Flight Attendants on the equipment, utilizing the seniority of the least senior Flight Attendant. Flight Attendants may also buddy bid with pilots.
29.	Avoid Bid - Flight Attendant may avoid more senior Flight Attendants or more junior Flight Attendants who have been awarded a <u>pairing</u> providing the senior Flight Attendant waives her/his seniority to immediately below the junior Flight Attendant's seniority.
30.	Reasons Report - System shall generate a report for each Flight Attendant which explains why a preferred <u>pairing</u> or day off was not awarded.



- 31. Standing Bids - System shall maintain persistent or “standing” bids which shall act as a default bid should the Flight Attendant fail to enter a monthly bid. If a Flight Attendant fails to input her/his bid and does not have a standing bid inputted, her/his bid will be inputted using a default bid created by the JPBSC.
- 32. Vacation Expansion - A Flight Attendant who is scheduled for a block of consecutive vacation days may elect to place up to a total of four (4) days off (at sole discretion of the Flight Attendant) before, after, or split on either side of such vacation period. The days off will act as a pre-planned absence and will carry neither a value for pay nor credit. Such days off will be counted toward the Reserve's scheduled Golden Days. Such block of four days, or portion thereof, may be extended into the next bid period.
- 33. Paper Bid/Pay Purpose Only Bid - Once the final awards are published, Crew Scheduling will run PBS for a Pay Purpose Only (PPO) award. Crew Scheduling shall run PBS with the same bids and settings as the regular bid with the addition of the bids (standing or actual) of any Flight Attendant who is off the entire bid period to determine what she/he could have held for pay purposes only. Such PPO awards shall only be used for this pay determination and shall not change in any way pairings awarded as published in the final line awards.
- 34. High/Low time Option. Flight Attendants desiring a low time or high time option may elect to do so in accordance with paragraph 15: Low/High Bid Options of this Side Letter. If PBS is unable to grant a low time option then the Flight Attendant may elect or revert to a regular bid line option.
- 35. Other Bid Options as agreed by the JPBSC.

Reserve Options

- 36. Block of Reserve Golden Days off [Date from, Date to]
Flight Attendant may bid for a period of Reserve Golden Days off and would be awarded all Reserve Golden Days off or the same period of Moveable Days off or none.
- 37. Range of Reserve Golden Days off [First date, Second date]
Flight Attendant may bid for a range of reserve Golden Days off. The First date is the most important day off and the Second date is the less important.
- 38. “Reserve Block Lines” (RBL) Line Option
- 39. Days on and off
- 40. Length of block of available days



41. Month end carry-over
42. Standby Line Preferences
43. Placement of Golden Days

- c. Other preferences may be mutually agreed upon and request for said preferences will not be unreasonably denied.
- d. A Flight Attendant will use the PBS to bid. If PBS is inoperative, the Company will provide an alternative method for bidding.
- e. Bid packages will be made electronically available via a home access computer system and the Company computer terminals located in each domicile on or before the date of bid package distribution. One hard copy of the bid package will be available at each domicile or co-domicile. Bid packages shall contain all of the pairing information, for all of the scheduled pairings in a given domicile and its co-domiciles. Each domicile's bid package shall state the anticipated number of bid lines and reserve lines that will be awarded in that domicile, the line average for the month in the domicile, the minimum and maximum hours a line can be built to in the domicile, and the training dates and locations for the domicile.
- f. Bidding time line:
 - i. The Company and the Association (with input from the Association PBS Committee) will mutually agree on a new timeline for the bidding and awarding of schedules in the context of PBS. In the event that any mainline partner changes the timing of providing flying schedules to the Company, the Company may make changes to the timeline for the bidding and awarding of schedules with input from the JPBS.
 - ii. In the event of a major, previously unknown airline schedule change, after pairings are constructed, the Company and the Association may agree to modify the Bid Timeline as appropriate.
- g. Failure to Bid:
 - i. A Flight Attendant failing to make a bid or failing to meet the deadline will be assigned a line in the awards as per her/his standing bid. A standing bid may be submitted at any time by a Flight Attendant, and will remain in effect until it is changed by the Flight Attendant, but no later than the date bids must be submitted for a given month.
 - ii. If no standing bid exists, the Flight Attendant's bid will be inputted using a default bid created by the JPBS.
- h. The PBS will generate, track, and provide each Flight Attendant a bid confirmation for each bid supplied by the Flight Attendant.



- i. Following the awarding of bid lines, no more than 10% of the remaining known and proposed flying may be designated as open flying in each domicile pursuant to Section 8.G.1. of the Collective Bargaining Agreement (Example: If the DFW domicile has 1,000 block hours, there will be a maximum of 100 hours of open flying remaining in the domicile after the awarding of the bid lines).
- j. All monthly lines shall be awarded in accordance with seniority and bid preferences. In cases where a Flight Attendant is denied a bid preference in order to ensure adequate daily work coverage, such assignment shall be in accordance with the bid preferences of the Flight Attendant and forced in inverse order of seniority.
- k. An individual Report will be made available to each Flight Attendant each month, which reconciles the Flight Attendant's bid to her/his awarded schedule on a preference-by-preference basis.

13. Bid Protests

- a. The JPBSA will create an appropriate protest timeline based on the new bid and award deadlines created for PBS.
- b. Crew Planning shall promptly review any inquiry submitted. If a programming or system error occurred, the affected Flight Attendant will be made whole. No remedy will be available if the subject of the inquiry was due to the Flight Attendant's choice of bid preferences.
- c. Where there is a programming error that affects substantial numbers of Flight Attendants in a domicile(s), there may be a re-award upon agreement between the Company and the Association.
- d. If, after the final bids have been awarded, any errors are subsequently discovered that make any bid illegal in any manner, the Company will pull the Flight Attendant from sufficient flights with pay to be made legal.

14. Pairing Trading

- a. No pairing trading involving a carry-over pairing(s) or flight legs touching the last seven (7) days of the current contractual month will be allowed during the line award process.

15. Low/High Bid Options

- a. Low Bid Option:

The Company will offer low time bid options when feasible. This option would allow a Flight Attendant to bid a line in the domicile not to exceed 45.5 hours. The pay guarantee for low bid option lines will be fifty percent (50%) of the regular monthly guarantee as defined in Section 4 (Compensation) of this Agreement. If the Company offers a low bid option in a specific domicile, it will specify the number of Flight Attendants who will be able to hold that option, and conduct a bid, based upon seniority order.



b. High Time Option:

A Flight Attendant may elect to bid a high time line option. Lines constructed as high time may exceed the ninety-one hour (91) cap as set forth under Section 8.B.2. of this Agreement, but in no event will they exceed one hundred ten (110) hours.

16. Reserve

- a. Reserve lines shall be allocated as part of the monthly PBS process. A Flight Attendant who may be awarded a line of flying may conditionally bid for a reserve line.
- b. Reserves will have a minimum of eleven (11) scheduled days free of duty ("days off") at their domicile each bid month. Three (3) of such days shall be Golden Days. Patterns must conform to the following:
 - i. Reserve Flight Attendants will receive at least two (2) periods of two (2) days free from duty. In addition, reserves will receive at least one (1) period of four (4) consecutive days off.
 - ii. Reserve Flight Attendants will receive one set of three (3) Golden Days off. Golden Days will always begin a block of days off and may not be preceded by a non-Golden Day off.
 - iii. Day off periods may not be separated by less than three (3) days of availability or by more than six (6) days of availability. Groups of days of availability which transition from month to month shall be subject to this limitation.
- c. A Reserve with vacation day (s) in a bid period shall receive all her/his days off outside of the vacation period, if applicable, in addition to her/his vacation days. This will guarantee the Reserve her/his full number of minimum days off in addition to her/his vacation day(s). However, if the days off as provided for in Global Option #32 plus the scheduled vacation days does not allow for the required days off to be placed outside of the scheduled vacation period, such days will not be restored or moved to the subsequent month.
- d. The chart below shall be used to determine the number of days free from duty for a Reserve who is bidding for or returning to schedule as a Reserve with less than a full bid period. This chart shall be used to determine the number of days free from duty during the Reserve's days of availability in a partial bid period.



30 Day Month		31 Day Month	
Available Days	Prorated Days Off	Available Days	Prorated Days Off
29 - 30	11	30 - 31	11
26 - 28	10	27 - 29	10
24 - 25	9	24 - 26	9
21 - 23	8	22 - 23	8
18 - 20	7	19 - 21	7
15 - 17	6	16 - 18	6
13 - 14	5	13 - 15	5
10 - 12	4	10 - 12	4
7 - 9	3	8 - 9	3
5 - 6	2	5 - 7	2
2 - 4	1	2 - 4	1
1	0	1	0

17. Superseding Effect

This letter entirely replaces and supersedes the prior letter dated July 25, 2012 between Envoy Air and AFA bearing the subject "PBS". Such prior letter, upon the date of execution by Envoy Air and AFA of this Letter of Agreement, shall have no further force or effect.



WITNESS:

FOR:
ENVOY AIR, INC.

/s/ Cathy McCann

Cathy McCann
Vice President - People

Linda Kunz
Vice President, Flight Service

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

/s/ Sara Nelson

Sara Nelson
International President

Robert Barrow
MEC President

/s/ Deb Sutor

Deb Sutor
Chairperson, Negotiating Committee

/s/ Armando Ramos

Armando Ramos
LEC President, SJU and Negotiating
Committee Member

/s/ John Grace

John Grace
Negotiating Committee Member

/s/ Paula Mastrangelo

Paula Mastrangelo
Staff Negotiator



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SIDELETTER – O



March 23, 2016

Mr. Robert Barrow
Envoy MEC President
Association of Flight Attendants
6250 N. River Road
Suite 4020
Rosemont, IL 60018

Re: Profit Sharing Plan

Dear President Barrow:

This letter will confirm our understanding regarding profit sharing for **flight attendants** employed by Envoy.

American Airlines Group ("AAG") will establish a profit sharing arrangement (the "Profit Sharing Plan") that will allow eligible employees, including employees represented by the Association of Flight Attendants the opportunity to share in the financial success of AAG

The effective date of the Profit Sharing Plan, as to AFA-represented employees covered by this letter, will be the date on which AFA has approved and you have signed this letter on behalf of AFA. The terms and conditions set forth in the Profit Sharing Plan shall apply and shall govern the participation of employees represented by AFA.


This Letter of Agreement shall supersede all prior LOAs establishing a profit sharing program for AFA-represented employees and shall remain in effect for the duration of the Joint Collective Bargaining Agreement dated **6/30/2020**.

Sincerely,



Christopher J. Pappaioanou
V.P. Legal

Agreed to this 23 day of March 2016:



Name: Robert Barrow
Title: Envoy MEC President
Association of Flight Attendants

4301 Regent Blvd., MD 100, Irving, TX 75063
an American Airlines Group company



**AMERICAN AIRLINES GROUP INC.
GLOBAL PROFIT SHARING PLAN**

A. Introduction

1. Purpose. The American Airlines Group Inc. Global Profit Sharing Plan (“**Plan**”) rewards eligible Employees of American Airlines, Inc. (“**American Airlines**”), Envoy Air, Inc. (“**Envoy**”), Piedmont Airlines, Inc. (“**Piedmont**”), and PSA Airlines, Inc. (“**PSA**”) (collectively, “**Participating Employers**”) for their efforts in helping achieve the strategic, financial, and operating objectives of American Airlines Group Inc. (“**AAG**”) for a designated Plan Year by providing such eligible Employees with an opportunity to share in AAG’s profits for such year.
2. Term. The Plan is effective on the date that it is approved by the Board of Directors of AAG or a duly authorized committee thereof. The Plan will remain in effect until terminated by the Board of Directors of AAG or a duly authorized committee thereof, in accordance with Section H of this Plan.

B. Participation

With respect to any Plan Year, each Employee who qualifies as a Participant is eligible to receive a profit sharing award under this Plan for the Plan Year; provided, however, that such Participant is eligible for a profit sharing award only with respect to the portion of such Plan Year during which the individual qualifies as a Participant and only with respect to the Participant’s Eligible Earnings during such portion of the Plan Year. Excluded Individuals are not eligible to participate in this Plan.

C. Calculation and Determination of Awards

1. Profit sharing awards under the Plan will be calculated as follows:
 - a. “An amount equal to five percent (5%) of the dollar amount of AAG’s Pre-Tax Earnings with respect to the applicable Plan Year will be divided by the amount of the Total Population’s Eligible Earnings, and the resulting quotient is the “Payout Percentage.”
 - b. “The amount of the profit sharing award for each Participant is the product of the Payout Percentage multiplied by such Participant’s Individual Eligible Earnings.
2. The calculation and distribution of awards may vary for International Participants to take into account currency exchange rates, employer contributions to national insurance, retirement and/or severance programs and local tax matters, in each case, as determined by the Committee (or its delegate), in its sole discretion.
3. Profit sharing awards under the Plan will be the obligation of and paid from the general assets of AAG. For each Plan Year, the Committee or its delegate shall determine the profit sharing awards as soon as practical after the audited financial statements for the Plan Year are available.



D. Method of Payment

For any Plan Year, each profit sharing award allocated to a Participant in accordance with Section C of the Plan shall be paid in the form of a lump-sum cash payment on or prior to March 15th of the immediately following Plan Year, or such other date as required by applicable law.

E. Death of a Participant

1. In the event any Participant dies before payment of his or her award, the Participant's award shall be paid in a lump sum cash payment to his or her beneficiary as soon as administratively practicable (but no sooner than awards are generally paid). The Participant's beneficiary for purposes of this Plan shall be determined as follows:
 - a. If the Participant leaves a surviving spouse, then the Participant's beneficiary shall be such surviving spouse; and
 - b. If the Participant leaves no surviving spouse, then the Participant's beneficiary shall be the Participant's surviving children in equal proportions, or, if none, the Participant's estate.

F. Administration

1. Administrator. The Committee shall administer the Plan.
2. Committee Authority. The Committee shall have complete discretion and authority to administer the Plan and to control its operation, including, but not limited to, the power to (a) determine which Employees shall be designated Participants in the Plan, (b) interpret the Plan and the profit sharing awards, (c) adopt rules for the administration, interpretation and application of the Plan, and (d) interpret, amend or revoke any such rules. Any determination, decision or action of the Committee in connection with the construction, interpretation, administration or application of the Plan shall be final, conclusive, and binding upon all persons, and shall be given the maximum deference permitted by law. Without limiting the generality of the foregoing and notwithstanding any other provision of this Plan, the Committee may establish rules, limitations or restrictions, make any changes or adjustments, or determine terms and conditions, in each case relating to the participation of any International Participants by reason of or in order to comply with applicable local laws, customs or practices, including, without limitation, compliance with applicable securities, tax and employment laws.
3. Delegation of Committee Authority. The Committee may delegate the administration of the Plan and such other aspects of the Plan (which may include any or all of the determinations and calculations required by the Plan) to such person(s) as the Committee shall deem appropriate. Each such delegate and each member of the Committee shall be fully protected in taking any action hereunder in reliance in good faith upon the books and records of the Company or upon such



information, opinions, reports or statements presented to them by any person as to matters such delegate or member of the Committee reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Committee or the Company.

4. **Withholding.** Prior to the payment of any profit sharing award, the Company shall have the authority to deduct or withhold an amount sufficient to satisfy Federal, state, local and/or other taxes (including a Participant's FICA obligation) or withholdings required to be withheld with respect to such award.
5. Notwithstanding Section C of the Plan, if the Payout Percentage is less than two-tenths of one percent (.2%), then, at the sole discretion of the Committee or its delegate, no awards shall have been earned by or paid to any Participant for the Plan Year. Instead, the aggregate, undistributed amount for each Participating Work Group shall be credited for recordkeeping purposes to a separate, unfunded, notional account for such work group. The cumulative, positive balance at any time of each Participating Work Group's notional account shall be carried forward and credited (without duplication) under the profit sharing plan, if any, for the immediately following plan year or any succeeding plan year until the Payout Percentage exceeds two tenths of one percent (0.2%) or profit sharing awards are paid. Upon the termination of profit sharing under this Plan and any succeeding plan, any amounts remaining under such notional accounts shall be retained by AAG.

G. Forfeiture for Cause

Notwithstanding any other provision of this Plan, any Participant (and his or her beneficiaries) shall forfeit his or her eligibility to receive an award if his or her employment is terminated for cause or gross misconduct prior to payment of the award. For purposes of this Plan, the determination of whether a termination of employment is for cause or gross misconduct shall be made at the sole discretion of the Committee or its delegate. All such determinations shall be final, binding and conclusive upon all persons.

H. Reservation of Rights and Non-Incorporation

AAG and the Committee shall have the authority to modify, amend, annul, or terminate this Plan at any time for any or no reason. Any such modification, amendment, annulment or termination made during a Plan Year may have retroactive effect. There are no acquired rights arising pursuant to this Plan. In no event shall the terms of this Plan be deemed incorporated into any collective bargaining, works council or similar agreement and nothing herein shall be deemed to amend, modify or otherwise alter any collective bargaining, works council or similar agreement.



I. Powers of AAG and Affiliates

1. The existence of outstanding and unpaid awards under this Plan shall not affect in any way the right or power of AAG or any Affiliate to make or authorize any adjustments, stock dividends, spin-offs or other extraordinary dividends, stock splits, combinations of shares, recapitalizations, reorganizations or other changes in AAG's or an Affiliate's capital structure or in its business, or any merger or consolidation of AAG or any Affiliate, or any issue of bonds, debentures, common or preferred stock, if applicable, or the dissolution or liquidation of AAG or any Affiliate, or any sale or transfer of all or any part of its assets or business, or any other act or proceeding, whether of a similar character or otherwise.
2. If AAG or any Affiliate (or any successor thereto) elects to dissolve, enter into a sale of its assets, or enter into any reorganization, merger or other combination incident to which it is not the surviving entity, unless the surviving or successor entity shall formally agree to assume this Plan, then this Plan shall terminate with respect to AAG or any Affiliate (or any successor thereto) on the earlier of the date of closing or the effective date, whichever may be applicable, of such transaction, and the full amount of any awards remaining unpaid shall nevertheless be paid to each such Participant (or beneficiary) in a single lump sum payment of cash in accordance with the terms of this Plan.
3. This Plan shall be binding upon the successors and assigns of AAG or any Affiliate.

J. General

1. No Effect on At-Will Employment Relationship. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of a Participating Employer or other direct or indirect subsidiary of AAG or to interfere with the rights of AAG, the Participating Employer or such subsidiaries to discharge any Participant or Employee at any time, regardless of the effect such discharge shall have upon the Participant under this Plan.
2. No Guarantees. Nothing contained in this Plan shall be deemed to give any Employee any right, contractually or otherwise, to participate in this Plan or in any benefits hereunder, other than the right to receive payment of an award as may have been expressly determined at the sole discretion of the Committee. Further, nothing in the Plan shall be construed to create a trust or to establish or evidence any Participant's claim of any right other than as an unsecured general credit with respect to any payment to which he or she may be entitled.
3. No Individual Liability. Any Participant, beneficiary or other person who seeks to claim a right or benefit under this Plan shall make such claim only with the applicable Participating Employer; no officer, director or employee of AAG or any Affiliate, or member of the Committee, any



delegate of the Committee, or any other individual shall have any liability for such benefit. Further, no member of the Committee, any delegate of the Committee or any other employee of an Affiliate shall be liable for any determination, decision or action made with respect to the Plan or any award.

4. **No Effect.** Except as otherwise expressly provided herein, the adoption of this Plan shall not affect any other compensation plans in effect for AAG or any Affiliate except as may specifically be provided under the terms and provisions of such other plan or awards made there under, nor shall this Plan preclude AAG or an Affiliate from establishing any other forms of incentive or other compensation for Employees.
5. **Tax Treatment.** Neither the Committee nor any officer or director of AAG or any Affiliate makes any commitment or guarantee that any federal or state tax treatment will apply or be available to any person participating or eligible to participate in this Plan.
6. **Non-assignability.** No right or benefit under this Plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, assign, pledge, encumber, or charge the same will be void. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities, or torts of the person eligible to such benefits. If any Participant (or beneficiary) hereunder shall become bankrupt or attempt to anticipate, alienate, assign, sell, pledge, encumber, or charge any right or benefit hereunder, or if any creditor shall attempt to subject the same to a writ of garnishment, attachment, execution, sequestration, or any other form of process or involuntary lien or seizure, then such right or benefit shall, in the discretion of the Committee, cease and terminate.
7. **Severability; Governing Law.** This Plan shall be construed in accordance with the laws of the State of Texas to the extent federal law does not supersede and preempt Texas law. If any provision of this Plan shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable, but shall not affect the remaining provisions of this Plan, and this Plan shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included in this Plan.
8. **Headings.** Any headings or subheadings in this Plan are inserted for convenience of reference only and are to be ignored in the construction of any provision of this Plan.
9. **401(k) Plans.** With respect to Participants subject to taxation in the United States, a Participant's right to make employee contributions and/or receive employer contributions on any award paid pursuant to the terms of this Plan shall be governed solely by the terms and conditions of the qualified defined contribution plan that is intended to comply with Section 401(k) of the Code that is sponsored by the Participant's Participating Employer and in which such Participant is eligible to



participate at the time the profit sharing award is paid. The Committee (or its delegate) shall have full discretion to determine the effect of deferrals in respect of International Participants who are not subject to taxation in the United States.

10. Status. It is intended that the Plan be exempt from regulation under ERISA as a “payroll practice” and a “bonus program”, as described in U.S. Department of Labor Regulations 2510.3-1(b) and 2510.3-2(c), respectively. This Plan is intended to provide “short-term deferrals”, as described in Treasury Regulation 1.409A-1(b)(4) under section 409A of the Code or successor guidance thereto, and is intended not to be a “nonqualified deferred compensation plan”, as described in Treasury Regulation 1.409A-1(a)(1) under section 409A of the Code or successor guidance thereto. In the administration and interpretation of this Plan, such intention is to govern.
11. No Interest. No Participant shall receive any interest on any profit sharing award irrespective of when such profit sharing award is distributed.

K. Definitions

Whenever used in the Plan, the following terms, when capitalized, have the meanings set forth below unless provided otherwise in the Plan:

1. **“AAG”** means American Airlines Group Inc.
2. **“AAG’s Pre-Tax Earnings”** means the earnings of AAG provided that such “earnings” are determined (i) before any applicable income tax expense, and (ii) by excluding all accruals under this Plan and any other incentive compensation plan or agreement, and all extraordinary, unusual, one-time, restructuring, reorganization, integration, reduction in force, or other similar accounting adjustments as may be determined by the Committee in its discretion, after consultation with AAG’s independent auditors; and provided, further, that AAG’s Pre-Tax Earnings remain positive after accruals under this Plan and all other incentive compensation plans or agreements are taken into account.
3. **“Affiliate”** means any corporation or other entity of which AAG directly or indirectly owns 100% of the combined voting power of all classes of stock or, in the case of any non-corporate entity, 100% of the outstanding capital interests of such entity. For the avoidance of doubt, American Airlines, Envoy, Piedmont, and PSA shall each constitute an Affiliate.
4. **“American Airlines”** means American Airlines, Inc.
5. **“Code”** means the Internal Revenue Code, as amended from time to time.
6. **“Committee”** means the Compensation Committee of the Board of Directors of AAG, or any other committee established by the Board to administer the Plan.



7. **“Eligible Earnings”** means:
 - a. In respect of Employees subject to taxation in the United States:
 - (1) “Compensation,” as that term is defined for purposes of employer contributions, in the qualified defined contribution plan that is intended to comply with Section 401(k) of the Code that is sponsored by the Employee’s Participating Employer and in which such Employee is eligible to participate at the time the profit sharing award is paid; provided, however, that the annual limit on compensation under Code Section 401(a)(17) shall not be applied for purposes of this Plan; and
 - (2) In addition, Triple Play payouts and profit sharing awards shall be excluded from Eligible Earnings.
 - b. In respect of any Employee who is employed by a Participating Employer outside of the United States, the equivalent thereof.
8. **“Employee”** means any regular, full-time or part-time employee of a Participating Employer.
9. **“Envoy”** means Envoy Air, Inc.
10. **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended from time to time.
11. **“Excluded Individuals”** means:
 - a. All independent contractors;
 - b. All temporary and provisional employees;
 - c. Any Employee who is not a member of a Participating Work Group at any time during the Plan Year;
 - d. Any Employee who is not a Participant; and
 - e. As to non-union Employees, those specifically determined by the Committee (or its delegate), in its sole discretion, as not being eligible to participate in this Plan.
12. **“Individual Eligible Earnings”** means, as to any Participant, the Eligible Earnings of such Participant for any period during the Plan Year in which such Participant was a member of a Participating Work Group. For avoidance of doubt, the Eligible Earnings of any Participant during any period in which such Participant was not a member of a Participating Work Group shall be excluded from the amount of his or her Individual Eligible Earnings.
13. **“International Participant”** means Employees based outside the United States and at the management pay scale level four (4) or below.
14. **“Management Participant”** means (i) any domestic management Employees of American Airlines not represented by a union and at the management pay scale level four (4) or below, and (ii) any domestic management Employees of Envoy, Piedmont, and PSA not represented by a union and who do not participate in their Participating Employer’s short-term incentive plan, if any.



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15. **“Non-Management Participant”** means any domestic non-management Employees of the Participating Employers not represented by a union and, for Envoy, Piedmont, and PSA, non-management Employees who do not participate in their Participating Employer’s short-term incentive plan, if any.
 16. **“Participant”** means as to any Plan Year, an Employee who is:
 - a. in a Participating Work Group at any time during the Plan Year,
 - b. received Eligible Earnings from a Participating Employer for such Plan Year (as reported on Form W- 2 or equivalent form), and
 - c. remains employed by a Participating Employer on the date profit sharing awards under the Plan are paid for such Plan Year, or such employment terminates prior to the date such awards are paid by reason of the Employee’s retirement, disability or death.

For purposes of this definition, “retirement” means a voluntary termination of employment after a Participant is at least fifty-five (55) years of age and has at least 10 years of service with the Affiliates. A pilot’s mandatory retirement at age sixty-five (65) will also qualify as a “retirement” if such pilot has at least ten (10) years of service with the Affiliates at the time of such retirement.

Further, for purposes of this definition, “disability” will be determined under the Participating Employer’s long-term disability plan applicable to such Employee.
 17. **“Participating Employer”** means American Airlines, Inc., Envoy Air, Inc., Piedmont Airlines, Inc., and PSA Airlines, Inc.
 18. **“Participating Work Group”** means the following union and non-union groups:
 - a. Employees represented by the Allied Pilots Association (“APA”) and such union has agreed to the Employees’ participation in this Plan;
 - b. Employees represented by the Association of Professional Flight Attendants (“APFA”) and such union has agreed to the Employees’ participation in this Plan;
 - c. Employees represented by the Transportation Workers Union of America AFL-CIO (“TWU”) and such union has agreed to the Employees’ participation in this Plan; Employees represented by the Transportation Workers Union of America AFL-CIO and International Association of Machinists and Aerospace Workers (“TWU-IAM Association”) and such union has agreed to the Employees’ participation in this Plan;
 - d. Employees represented by the CWA-IBT Airline Passenger Service Association (“CWA-IBT”) and such union has agreed to the Employees’ participation in this Plan;
 - e. Employees represented by the Air Line Pilots Association (“ALPA”) and such union has agreed to the Employees’ participation in this Plan;
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- f. Employees represented by the Association of Flight Attendants - CWA, AFL-CIO (“AFA”) and such union has agreed to the Employees' participation in this Plan;
 - g. Employees represented by the International Association of Machinists and Aerospace Workers (“IAM”) and such union has agreed to the Employees' participation in this Plan;
 - h. Employees represented by the Communications Workers of America (“CWA”) and such union has agreed to the Employees' participation in this Plan;
 - i. Employees represented by the International Brotherhood of Teamsters (“IBT”) and such union has agreed to the Employees' participation in this Plan;
 - j. Management Participants;
 - k. Non-Management Participants;
 - l. International Participants; and
 - m. Employees in any other job classification that has been deemed, in the sole discretion of the Committee (or its delegate), eligible to participate in this Plan for such Plan Year.
19. **“Payout Percentage”** has the meaning set forth in Section C of the Plan.
20. **“Piedmont”** means Piedmont Airlines, Inc.
21. **“Plan”** means the American Airlines Group Inc. Global Profit Sharing Plan.
22. **“Plan Year”** means a designated fiscal year.
23. **“PSA”** means PSA Airlines, Inc.
24. **“Total Population’s Eligible Earnings”** means the aggregate amount of Eligible Earnings of all Participants and other Employees.



SIDELETTER P – Deleted

1113 Global Me-Too Provision 2012



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SIDELETTER – Q

Document Clean-Up Post Ratification – March 2021

To: Chris Pappaioanou
Vice President
Legal, Labor and Employment

To: Linda Kunz
Vice President
Flight Service

Dear Chris and Linda,

AFA and Envoy Air management have reached a Tentative Agreement (TA) and have confirmed all language and initialed copies of contract sections, Letter of Agreement and other documents stating the agree-to changes to the current pay, benefits and work rules. As discussed in the recently concluded negotiations, the AFA and the management negotiating committees will meet in order to correct any mistakes in the document and to finalize the disposition of existing Letters of Agreement and agree on any other corrections prior to the final printing of the contract.

Please signal your agreement with this letter by signing below and returning the document to me.

Sincerely,

Robert Barrow
President, AFA MEC
Association of Flight Attendants-CWA, AFL-CIO

Chris Pappaioanou
Vice President
Legal, Labor and Employment
Envoy Air, Inc.

Linda Kunz
Vice President
Flight Service
Envoy Air, Inc.



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SIDELETTER – R

LETTER OF AGREEMENT
between
ENVOY AIR, INC.
and the
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Expedited Arbitration

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title I of the Railway Labor Act, as amended, by and between Envoy Air, Inc. (hereinafter known as the "Company") and the Association of Flight Attendants-CWA, AFL-CIO (hereinafter known as the "Union").

The following will set forth the procedures to be utilized for expedited arbitration for the purpose of resolving disputes which may arise under the terms of the Flight Attendant Agreement.

1. The Company and the Union will mutually agree on the selection of one neutral, to be chosen from the Panel of Arbitrators as described in Section 22 of this Agreement, together with one Union appointed member and one Company appointed member, to constitute the Expedited Arbitration Board of Adjustment.
2. The Board will sit for a period pre-determined by the parties and is authorized to hear and decide only those cases that are mutually agreed upon by the parties. Termination cases shall not be heard under the provisions of Expedited Arbitration.
3. At the conclusion of each day, the Board shall issue an award for each case heard during that day.
4. The Board will issue a written award without a written opinion on the Expedited Arbitration Award Form (Appendix B). Awards issued by this Expedited Arbitration Board will not establish precedent and will not be used or referred to in the future by either party except to enforce the terms of the award.
5. Each party agrees to waive its right to an arbitration pursuant to Section 22 of this Agreement by submitting a case to Expedited Arbitration.
6. Each party will be represented by any one person that it may choose and designate. Each party will be limited to one other person to testify or offer clarifying information.



7. At least ten (10) working days prior to the date the case is to be heard, each party will inform the other party, in writing (stating name and case number) of its intention to have its witness present. The parties will also exchange documents they intend to enter as exhibits in support of their respective positions.
8. Each party will have no more than sixty (60) minutes to present its case. This sixty (60) minute period will include the party's opening (if one is desired), the direct examination of its own witness and the cross-examination of the other party's witness. Additionally, each party will have an additional five (5) minutes for rebuttal and/or closing. All documentary evidence must be submitted by the parties within the time set forth in this paragraph. Post hearing briefs or submissions will not be allowed.
9. Once either party has presented evidence in support of its case, there will be no adjournments or postponements of the hearing unless mutually agreed to by the parties.
10. The time and date of the hearing must be agreed to by the parties.
11. Representatives of either party will not be restricted from entering documents that become known subsequent to the ten (10) days exchange as provided in paragraph 6. above, as long as timely notice is given to the opposing party.
12. The Board is prohibited from calling any additional witnesses, except those witnesses so designated in Paragraph 6. to testify in this proceeding.
13. There will be no transcripts or electronic records made of the proceedings.
14. Grievances handled under this Expedited Arbitration procedure will be heard in the city where the employee is domiciled if the parties have agreed to hear at least three (3) grievances in that domicile. If the parties have agreed to hear fewer than three (3) grievances, then they shall be heard in the most convenient alternate domicile unless mutually agreed to otherwise.
15. This Letter of Agreement shall become effective on January 1, 2013 and continue in force for a minimum of twenty-four months. At the end of this initial trial period, either party may terminate this Letter of Agreement. If no action is taken, this Letter of Agreement shall renew in increments of twenty-four month terms.
16. The parties may mutually agree to amend this Letter of Agreement at any time.



IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this 26th day of July, 2012.

For Association of Flight Attendants-CWA, AFL-CIO

For Envoy Air, Inc.

/s/ Sara Nelson

Sara Nelson
International President

Linda Kunz
Vice President, Flight Service

Robert Barrow
MEC President

/s/ Debora Sutor

Debora Sutor
Chairperson, Negotiating Committee

/s/ Paula Mastrangelo

Paula Mastrangelo
Staff Negotiator



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SIDELETTER S – Deleted

2012 - Early-Out Incentive Package for Flight Attendants





SIDELETTER T – Deleted

2016 - Amendment Process





SIDELETTER – U

LETTER OF AGREEMENT
between
ENVOY AIR, INC.
and the
FLIGHT ATTENDANTS
in the service of
ENVOY AIR, INC.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

IMPLEMENTATION AGREEMENT (CIC)

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

WHEREAS the Company and the Union have reached agreement upon a Collective Bargaining Agreement (hereinafter referred to as the “Agreement”); NOW THEREFORE, the parties agree as follows:

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

- a. The CIC will consist of at least three (3) members chosen by management, and at least three (3) members chosen by the Union. The members must include participants in the direct discussions during the negotiations period. Either side may allow staff or other representatives to participate.
- b. The jurisdiction of the CIC will be limited to resolving implementation issues and those issues concerning any new side letters and new or amended provisions.
- c. The CIC will meet as necessary, at either party's request, commencing with the ratification of the Agreement.
- d. Discussions of the CIC are considered to be confidential. Neither party will discuss, publish or otherwise disclose the proceedings of any CIC session other than to report that a matter has been considered. Upon resolution of a matter, both parties will be free to report to their



respective constituencies as they deem applicable. Should a matter not be resolved, both parties agree that the only information to be disseminated was that no resolution was achieved.

- e. If an issue submitted to the CIC is unresolved after the earlier of:
 - 1) being discussed at three (3) separate CIC meetings;
 - 2) impasse is mutually declared;
 - 3) ninety (90) days have passed since the issue was first raised with the CIC.

The time limits set forth in Section 21.B. of this Agreement will be deemed to begin. Either party may submit such issue for resolution under Sections 21 and 22 of this Agreement. The actions of the CIC will not be subject to review under Sections 21 and 22 of this Agreement.

- f. Any remedy pursuant to a contractual interpretation implemented pursuant to a decision of the Contract Implementation Committee may be retroactive to the date on which the issue was first raised with the committee. In the absence of mutual agreement to commence a remedy to the date on which the issue was first raised with the committee, the parties agree that the Association may seek retroactive remedy to the date on which the issue was first raised with the CIC, or thirty (30) days prior to the filing of a grievance, whichever earlier.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 6th day of May, 2021.

AGREED:

FOR ENVOY AIR, INC.

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

Linda Kunz
Vice President - Flight Service

Sara Nelson
International President

Robert Barrow, MEC President
Chairperson, Negotiating Committee

Paula Mastrangelo
Senior Staff Negotiator



SIDELETTER V – Deleted

Administrative Expense Claim and Bankruptcy Protections





SIDELETTER W – Deleted

2012 - Dispute Resolution Process for “Included” Claims to the 1113
Administrative Claim Letter of Agreement





SIDELETTER – X

LETTER OF AGREEMENT
between
ENVOY AIR, INC.
and the
FLIGHT ATTENDANTS
in the service of
ENVOY AIR, INC.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Implementation Bankruptcy Agreement and Disposition of Side Letters

This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, between Envoy Air, Inc. (hereinafter referred to as the “Company”) and the Flight Attendants in the service of the Company, as represented by the Association of Flight Attendants-CWA, AFL-CIO (hereinafter referred to as the “Association”).

NOW THEREFORE, it is mutually agreed to and understood by and between the parties to this Letter of Agreement regarding the implementation schedule of the provisions enumerated below from the bankruptcy Agreement ratified by the Flight Attendants on September 7, 2012.

Section 8: Scheduling

8.K.2.c. – This provision is applicable to Hybrid Line holders.

Section 10: Vacation

10.M.2. – PVDs which will be deducted from vacation blocks scheduled in the calendar years 2013, 2014 and 2015 may not be deducted from an Unpaid block of vacation.

Section 11: Sick Leave

Sick Time Transition Implementation

1. On January 1, 2013 Flight Attendants will have all accrued sick time, earned in 2012, deposited into their sick bank for immediate use.
2. From January 1, 2013 through June 30, 2013, a Flight Attendant's sick bank will be credited with two hours and thirty minutes (2:30) of paid sick time on a monthly basis for each month in which they were on active payroll for 15 or more days.
3. Monthly sick time accruals will be deposited into each eligible Flight Attendant's sick bank on the first day of the bid month following a qualifying month, as outlined in paragraph 2. above.



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4. On July 1, 2013, the Company will calculate each Flight Attendant's pay credit hours earned from January 1, 2013 through June 30, 2013. The table in Section 20.C.3.b. of this Agreement will then be used to determine a Flight Attendant's entitlement to full/partial sick leave accrual beginning July 1, 2013 and for each month thereafter. The qualifying active payroll provision outlined in paragraph 2. above shall no longer apply.
 5. For all subsequent years the period of accrual shall be the period from July 1st through June 30th for benefits eligibility for the following year.
 6. New Hires:
 - a. Flight Attendants hired in 2012 will be credited with two hours and thirty minutes (2:30) of paid sick time for each month (or pro-ration thereof) they were on active payroll for 15 or more days in the year 2012. Such time will be deposited into their sick bank for immediate use on January 2013. (Current Collective Bargaining Agreement)
 - b. From January 1, 2013 through June 30, 2013, a (new hire) Flight Attendant's sick bank will be credited with two hours and thirty minutes (2:30) of paid sick time on a monthly basis for each month in which they were on active payroll for 15 or more days.
 - c. New Flight Attendants hired in any year between the dates of July 1st and June 30th of the following year, will use the pro-ration table in Section 20.C.3.b. of this Agreement to determine their full/partial sick leave accrual credit entitlement scheduled to begin July 1st of that same year and continue through June 30th of the following year.
 - d. A new hire Flight Attendant will accrue monthly sick leave credit during the probationary period; however, she/he may not use such accrued leave until she/he has completed the first six (6) months of service.

Example: A Flight Attendant hired October 1st, 2013 will accrue 2:30 hours of sick leave per month. After the completion of probation on April 1, 2014 that Flight Attendant will be credited with 9 hours of sick leave which will be immediately available for use. She/he will continue to accrue 2:30 hours each month thereafter through June 30th, 2014. On July 1, 2014 the Company will calculate the Flight Attendant's pay credit hours earned from October 1, 2013 through June 30, 2014. This Flight Attendant will have 9 months of active service on June 30, 2014. Therefore, using the table in Section 20.C.3.b. of this Agreement, this Flight Attendant must have earned a minimum of 405 pay credit hours to earn full time sick leave benefits and 262:30 pay credit hours for partial sick leave benefits to be credited each month beginning in July 2014.



Section 12: Uniforms

Uniform Points Implementation

1. On January 1, 2013 a Flight Attendant will be credited with 12 uniform points.
2. Beginning July 1, 2013 the Company will calculate each Flight Attendant's pay credit hours earned from January 1, 2013 through June 30, 2013. The table in Section 20.C.3.b. of this Agreement will then be used to determine a Flight Attendant's entitlement to full/partial uniform point accrual and the appropriate number of points shall be credited to each eligible Flight Attendant beginning January 1, 2014 and in accordance with Section 12.C.1. of this Agreement.
3. For all subsequent years the period of accrual shall be the period from July 1st through June 30th for benefits eligibility for the following year.
4. Flight Attendants hired after January 1st of any calendar year will have their benefit eligibility hours, as cited in Section 20.C.3.b. of this Agreement, pro-rated using a calculation of measure from the time they are placed on active payroll through June 30th of the same year.

Section 20: Insurance

The period of credit hour accrual shall be the period from January 1, 2013 to June 30, 2013 for benefits eligibility commencing January 1, 2014 and the credited hours shall be prorated using the table in Section 20.C.3.b. of this Agreement.

Scheduled Implementation Schedule:

Section	Item	Scheduled Implementation Date
4	Compensation	
4.A.2.	Longevity Pay	1-Jan-13
4.E.	Deadheading Pay (50% pay)	1-Jan-13
4.F.4.	Reserve OT Pay	1-Jan-13
5	Expenses	
5.A.1.	Per diem	1-Jan-13
5.B.1.	Parking/Public Transportation	1-Jan-13
7	Hours of Service	
7.D.2.a-b	Golden Days swap/trade	1-Jan-13
7.E.1.a.	Comp Rest Programming (must start)	1-Feb-13



Section	Item	Scheduled Implementation Date
7.E.3.a.	Rest out of domicile	1-Jan-13
8 Scheduling		
8.2.	Bid Package (RBL, Hybrid Lines)	1-Feb-13
8.C.2.	Reserve Line Construction	1-Feb-13
8.C.3.	Reserve Block Lines	1-Feb-13
8.C.4.	Hybrid Lines (Pay)	1-Feb-13
8.D.3.	Bid Committee (24 Hours)	1-Jan-13
8.E.9.	Bid Award Error	1-Jan-13
8.G.2.	Known Open Time	1-Jan-13
8.F.7.	Managers Picked up OT	1-Jan-13
8.J.10.	OE from another Base	1-Jan-13
8.J.11.	Jet-bridge Transaction	1-Jan-13
8.N.	Order of Assignments	1-Jan-13
8.O.3.	Junior Manning	1-Jan-13
8.O.5.	JM/EX add EX Volunteer List	1-Jan-13
8.R.1.a.	Crew Scheduling Recording (60 Days)	1-Jan-13
9 Reserve		
9.C.2.a.	Credit Reserve Codes	1-Jan-13
9.E.	Two (2) hour call out	1-Jan-13
10 Vacation		
10.A.2.	Vacation Accrual Posted Online	Completed 11/1/12
10.B.	Annual Vacation Bid	Completed 11/1/12
10.D.1.	Vacation Pay-Touching Leg Unpaid	1-Jan-13
10.D.3.	Flying during Vacation (monthly email)	1-Jan-13
10.G.2.e.	Day <u>Pairings</u> -Slide	1-Jan-13
10.G.3.	Reserve Slide	1-Jan-13



Section	Item	Scheduled Implementation Date
10.H.1.b.	Vacation Conflicts (touching leg)	1-Jan-13
10.N.	PO (1%)	1-Jan-13
11	Sick Leave	
11.A.	Accrual	1-Jan-13
11.J.	Sick Donation	1-Jan-13
12	Uniforms	
12.C.	Point System	1-Jan-13
	Remove Cleaning Allowance	1-Jan-13
14	Seniority	
14.B.1.b.	Print Seniority – Appendix C	Include in Final Printing
15	Filling of Vacancies	
15.B.3.a.	TDY while on VC	1-Jan-13
18	Leave of Absence	
18.B.1.a.	Bereavement Days	1-Jan-13
18.D.5.	Medical Leave Duration	Implemented
19	Training	
19.A.1-4.	Training Dates Published Online	1-Jan-13
19.C.	Touching Legs Pay	1-Jan-13
19.H.3.	In Domicile Hotel	1-Jan-13
19.N.	Distance Learning	1-Feb-13
19.Q.	Training Failures	1-Jan-13
20	Retirement, Insurance and Benefits Qualifications	
20.C.	Benefits Qualification	1-Jan-13 – 30-Jun-13
23	Union Security and Dues Check-Off	
23.L.	Pegasus Program	1-Jan-13



Section	Item	Scheduled Implementation Date
26	Safety and Health	
26.D.1.c.	Hygienic and Sanitary Safety Demo	1-Jan-13
31	Report to Work and CP Policy	1-Jan-13
34	Hotels	
34.D.	Hotel Standards	1-Jan-13
Sideletters		
M.	PBS	TBD
N.	Profit Sharing Plan	1-Jan-13
Q.	Expedited Arbitration	1-Jan-13
R.	Early Out	Completed
T.	CIC Implementation of Agreement	1-Jan-13
V.	Provisions	TBD
W.	1113 Administrative Claim	TBD

Disposition of Side Letters

SIDE LETTERS TO ADD/RETAIN:

ASAP (retain)...new SL L.

TTOT Side Letter [A1] paragraph AA – any changes to TTOT must be negotiated.

Need to affect another LOA with this paragraph.

SL A – (Retention of Company seniority)

SL B – deleted (incorporated into 1.E.2.)

SL C – (employment consideration)

SL D – re-write: If Envoy Air acquires a/c with a spare jumpseat, the priority with that jumpseat will be for Envoy Air Flight Attendants.

SL E – (SJU early vacation pay) - delete

SL F – (SJU Christmas Bonus) - delete

SL G – deleted – obsolete

SL H – me-too w/pilot Junior Manned pay put in 8.O.6.

SL J – deleted – obsolete



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- SL K – deleted – moved raises into Section 4
 - SL L – (CIC SL) – delete and replace w/new CIC LOA SL T
 - SL M – (Boston Parking) delete
 - SL N – (Fatigue) Delete – moved to 26.M.
 - SL O – (Overtime make up) delete – moved to 8.L.6.
 - SL P – (Airport Standbys – no extensions) – delete - moved to 8.O.1.b.
 - SL Q – (critical incident) – delete - moved to Section 32.
 - SL R – (Cuba Flying) – delete - moved to 30.G.
 - SL S – (bottle water) – delete - moved to 26.D.1.a.
 - SL T – (Anticipated misconnection) – Leave as SL – reference in contract in Section 8.F.8. (new) To reclaim flying when a misconnect is anticipated, see SL D.
 - SL U – (SJU maternity benefits) retain new SL E.
 - SL V – (Cleaning A/C) – delete - moved to 26.L.1.a.
 - SL W – (Prior Knowledge of Rest/Days Off in domicile) – delete - moved to 7.E.1.a.
 - SL X – (Standby Reserve) – delete - moved to Section 9 - placed at the end
 - SL Y – (Late Report) – delete - moved to Section 31 - Commuter Policy
 - SL Z – (Uniform Cleaning Allowance - Simmons) – delete
 - SL AA – (Assignment to New Flying when 2 FA crew loses time) – delete - moved to 8.F.5.
 - SL BB – (PM Airport Reserve) – delete - moved to 9.F.4.
 - SL CC – (Line value, Pairing Trades) – delete - moved to 2.OO.
 - SL DD – (TDY bidding/awarding) – delete - moved to 15.B.
 - SL EE – (A12 travel for pick-ups out of domicile) – delete - moved to 8.M.1.a.
 - SL FF – (Personal LOA, non-probationary) – delete - moved to 18.A.1.
 - SL GG – (PO cap) – delete - incorporate #1 into 10.N.1.a.
 - SL HH – (Assignment to new flying when notified > 24 hours prior) – delete - moved to 8.F.6.
 - SL II – (Return to Domicile Extension) – delete - moved to 8.O.2.
 - SL JJ – (PE days) – delete - moved to 10.O.1.
 - SL KK – (SJU Christmas Bonus) – delete
 - SL LL – (Calculation of Per Diem for Special Assignment) – delete - moved to 5.A.4.
 - SL MM – (Pairing Trade out of domicile for Union biz) – delete - moved to 24.D.6.
 - SL NN – (Voluntary waiver of Required Rest following an Extension) –delete - moved to 8.O.1.g.
 - SL OO – (Redacted Complaint Letter) – delete #1 moved to 27.B.2.b.; #2 moved to 22.M.1.



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- SL PP – (Repaying an Overpayment) – delete - moved to 4.M.- 4.M.3. corrected on payment amount
 - SL QQ – (DTS) – delete - made obsolete by TTOT SL.
 - SL RR – (Critical Coverage Pay) – delete - moved to 8.O.8.a.

Disposition of Side Letters Outside of the Agreement

- SL A1 – delete – Everything incorporated already - except for paragraph #2 which was inserted into 4.C.3.
- SL B1 – delete – moved to 15.A.5.
- SL C1 – delete – already incorporated into 17.A.2.h. and 17.B.2.j.
- SL D1 – delete – Hotel w/o water moved to 34.E.
- SL E1 – delete – (Displacement/Vol furlough) moved to Section 17
- SL F1 – redo as in Section 24 – (FPL for Union biz) partially moved to Section 24 except CIC component which must be addressed in new CICSL.
- SL G1 – delete – (series of emails: OT flyback on PU/UU) - moved to 24.D.4.
- SL H1 – delete – (Paper-bidding/unpaid pairing drops) - moved to 24.D.2.b.
- SL I1 – delete – (Unpaid union drops) - moved to 24.D.3.
- SL J1 – delete – (Straight bill FPL) - moved to 24.D.2.c.
- SL K1 – delete – (Union drops) - moved to 24.D.1.a-b.
- SL L1 – delete – (Relax restriction of Pairing Drops) - obsolete
- SL M1 – delete – (Reserve Order of Assignment) - moved to 9.C.4.e. and 8.O.3.b.iii.
- SL N1 – delete – (Precursor to TTOT LOA) - obsolete
- SL O1 – delete – (Treatment of voluntarily furloughed BOS FAs) - obsolete
- SL P1 – keep as a side letter - but need to change site references in SL - [8.D.2.a. should be 8.F.2.a.]
- SL Q1 – delete – (CUBA SL) - obsolete - replaced with new CUBA LOA
- SL R1 – delete – covered in new definition of Positive Contact
- SL S1 – delete – (NY domicile min reserve call out) - moved to 29.I.
- SL T1 – delete – (Travel on PO days) - moved to 10.N.9.
- SL U1 – delete – (Domicile Transfer Award Date) - moved to 15.A.2.b.
- SL V1 – delete – (A12 travel for SB meetings) - moved to 22.H.
- SL W1 – delete – (FA ability to copy medical file) - moved to 28.D.
- SL X1 – delete – (Travel to Training) - moved to 19.G.
- SL Y1 – delete – (Automatic External Defibrillators Indemnification) - moved to 26.O.
- SL Z1 – delete – (Arbitration Award - Vacation/FMLA) - moved to 18.G.7.



- SL AA1 – delete – (series of letters - FMLA paper bid) - moved to 8.E.7.
(General statement - any leave with pay, FA can paper bid) and 18.G.5.
(FMLA-specific provision) and 18.G.4. (Co can only count days of scheduled work toward FMLA maximum)
- SL BB1 – delete – (Document Review Process) - moved to 22.M.
- SL CC1 – delete – (Commuter Policy Packet) - pilots/FAs commuting back from vacation can use Commuter Policy - moved to 31.B.1.
- SL DD1 – delete – (Reserve Daily Assignments - 1st day of month) - moved to 9.C.4.a.
- SL EE1 – delete – (Moving Expenses - FA can take w/in 1 yr. of triggering event) 6.E.3.
- TTOT SL - 48 hours for DTS - moved to 10.H.

AGREED this 17th day of January, 2013.

FOR ENVOY AIR, INC.

Linda Kunz
Vice President - Flight Service

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

/s/ Sara Nelson

Sara Nelson
International President

Robert Barrow, MEC President

/s/ Debora Sutor

Debora Sutor, Chairperson, Negotiating
Committee

/s/ Paula Mastrangelo

Paula Mastrangelo, Staff Negotiator



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SIDELETTER – Y

LETTER OF AGREEMENT

by and between

ENVOY AIR, INC.

and the FLIGHT ATTENDANTS in the service of

ENVOY AIR, INC.

as represented by the

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Compensating Union-appointed PBS Trainers

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and betwixt Envoy Air (hereinafter referred to as the “Company”) and the Flight Attendants in the service of Envoy Air, as represented by the Association of Flight Attendants-CWA, AFL-CIO (hereinafter referred to as the “Union”).

The parties agree that Envoy Air will compensate Flight Attendants on the system seniority list who have been appointed by the Union to serve as “PBS Trainers” on the same basis as those individuals appointed by the Company.

1. The pay calculation formula to be used will be that described in CBA Section 4.I. (“Special Assignment”).
2. In addition, these individuals, whether appointed by the Company or by the Union will be paid per diem in accordance with CBA Section 4.I.
3. This Sideletter is signed on a non-precedent setting basis. It may not be interpreted to establish any binding practice or course of dealing between the parties.

FOR ENVOY AIR, INC.

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

Linda Kunz 08/05/2013
Vice President - Flight Service

/s/ Sara Nelson

Sara Nelson 08/12/2013
International President

Robert Barrow 08/05/2013
President-AFA MEC



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SIDELETTER Z – Deleted

PBS Buddy Bidding-Amendment of CBA Section 8.B.5.c.



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SIDELETTER – AA

MEMORANDUM OF UNDERSTANDING
by and betwixt
ENVOY AIR, INC.
and the
FLIGHT ATTENDANTS
in the service of
ENVOY AIR, INC.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

DELETION OF REFERENCE TO “EL FONDO”

This Memorandum is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, betwixt Envoy Air, Inc. and Association of Flight Attendants-CWA, AFL-CIO.

1. The parties agree to delete all references to “El Fondo” from Section 35 of the Agreement.
2. Notwithstanding the deletion of references to “El Fondo” the parties acknowledge that a Flight Attendant retains the right to have her/his Workers Compensation claim administered through El Fondo or its successor agency provided Puerto Rico and El Fondo accept jurisdiction for the claim.
3. If a Flight Attendant chooses to process her/his workers compensation claim through El Fondo, she/he may use accrued sick leave and/or vacation to make up the difference between the El Fondo benefits and two-thirds (2/3) of the Flight Attendant's average weekly wage.
4. A Flight Attendant may use her/his sick leave and/or vacation time during the statutory waiting period. Such Flight Attendant's sick bank and/or vacation bank will be restored if the IOD leave exceeds the statutory waiting period and the Flight Attendant receives state-paid income replacement for that time. The Flight Attendant will repay the Company for the El Fondo benefits received for the waiting period and that amount (converted to equivalent pay hours) will be restored to her/his sick leave and/or vacation bank.
5. Unless specifically altered by this Memorandum of Understanding, all other sections of the Collective Bargaining Agreement remain unchanged in full force and effect.



ENVOY AIR, INC.

ASSOCIATION OF FLIGHT
ATTENDANTS-CWA, AFL-CIO

A handwritten signature in black ink that reads 'Linda M. Kunz'.

Linda Kunz 02/26/2014
Vice President-Flight Service

A handwritten signature in black ink that reads 'Robert Barrow'.

Robert Barrow 02/26/2014
Master Executive Council President



SIDELETTER BB – Deleted

TDY Bidding and Awarding Timeline



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SIDELETTER – CC

LETTER OF AGREEMENT
between
ENVOY AIR, INC.
and the
FLIGHT ATTENDANTS
in the service of
ENVOY AIR, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS–CWA, AFL-CIO

<p>CHANGES REQUIRED FOR IMPLEMENTATION OF PREFERENTIAL BIDDING SYSTEM</p>

This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, between Envoy Air, Inc. (hereinafter referred to as the “Company”) and the Flight Attendants in the service of the Company, as represented by the Association of Flight Attendants-CWA (hereinafter referred to as the “Association”).

WHEREAS, the Parties acknowledge that the introduction of a Preferential Bidding System (PBS) requires that certain provisions of the Envoy Air Flight Attendant Collective Bargaining Agreement (CBA) and of Side Letter M: Implementation of Preferential Bidding System (SL M) require modification. To fully effectuate PBS, the parties have met and agree to implement the following amendments to the CBA upon implementation of PBS.

NOW, THEREFORE, it is mutually agreed to and understood by and between the parties to this Letter of Agreement regarding the implementation of a Preferential Bidding System (PBS) that the following changes will be made to the CBA language:

Change Key:

Underlined = from SL M

Bold = new language

~~Struck~~ = deleted language

Normal text = CBA language

Global Changes (new)

1. Change all references to “sequences” and “pairings” to “pairings.”
2. Part time becomes “Reduced Guarantee.”



SECTION 2: DEFINITIONS

The following additions, deletions and modifications to Section 2 will be made to accommodate PBS Implementation:

2.D. change “pairing” to “pairing”

2.L. “Bridge Trip” becomes “Bridge Pairing”

2.KK “Hybrid Lines” deleted

~~“HYBRID LINES” are lines of time that contain the first or second half of a bid month as reserve availability days and the other half of that month dedicated for trips. The bid package will show all hybrid lines available for bid in any given month.~~

2.NN JPBCS – Means the Joint Preferential Bidding System Committee which shall be a joint Company/Association Committee composed of a minimum of two (2) members from the Company and a minimum of two (2) members from the Association. The Committee shall maintain oversight of all significant matters regarding implementation and continuing operation of PBS as well as any future enhancements or changes.

2.PP “Trip or Trip Pairing or Trip Sequence” delete and REPLACE term with “Pairing”

2.BBB “Regular Line” deleted

~~“REGULAR LINE” means a line of time on the monthly schedule consisting of flying made available to Flight Attendants for bid.~~

2.CCC (Relief Lines) deleted

~~“RELIEF LINE” means a monthly schedule built and awarded after the bids are awarded and transitions are completed, but before initial open time is posted, except as provided in Section 8.E.5.~~

(new definition) “Protest Window” means either the period after the pre-bid window closes during which a Flight Attendant may protest her/his pre-bid award and/or the period after bid closing during which a Flight Attendant may protest her/his bid award.

(new definition) “Monthly Pre-bidding System” Website that allows Flight Attendants to pre-bidding and be awarded ~~ing~~ of specific options not available in regular PBS. This pre-bidding process takes place prior to regular PBS bidding.

(new definition) “Flight Operating System (FOS) Lockout” means a period of time during the bidding window in which the last six (6) days of the current bid month may not be impacted by scheduling transactions such as pairing trades, optional exchanges, etc.ing.

(new definition) “Carry-In/ Carry-out” means the portion of a pairing that crosses contractual months.



2.VV "Paper Bid" means a bid award for a contractual bid month for pay purposes only (i.e. not actually given a line) but the Flight Attendant is not obligated to fly, except in extreme circumstances. In the PBS system, this is referred to as "Shadow Bidding."

SECTION 4: COMPENSATION

The following additions, deletions and modifications to Section 4 will be made to accommodate PBS Implementation:

4.C. Cancellation Credit/Adjusted Guarantee

1. A Flight Attendant who is available for a full month and is awarded a regular or relief line of flying will be guaranteed ninety-six percent (96%) of the scheduled flight credit hours awarded on her/his final bid award plotted during the PBS build for that bid month. Such scheduled credit hours will include time carried in from the previous bid month.

4.C.3. delete (24 Hour Pairing Trade Window Adjustment) 24 Hour Trip Trade Window Adjustment

~~Time added or deducted during the twenty-four hour (24:00) Automated Trip Trade with Open Time Window following the publication of preliminary bid awards will affect the amount of time shown on a Flight Attendant's final bid award by the amount of additional time acquired or the amount of time traded away. A Flight Attendant who pairing trades for lower time pairing(s) may reduce his/her minimum monthly guarantee.~~

SECTION 7: HOURS OF SERVICE

The following additions, deletions and modifications to Section 7 will be made to accommodate PBS Implementation:

7.A.4. delete (provisions concerning month-month pairing conflicts) and renumber 7.A. paragraphs

~~If a Flight Attendant is awarded a pairing sequence that continues into the following month and causes her/his projection for the following month to exceed the one hundred (100:00) limitation, she/he may elect to complete the pairing sequence. If the Flight Attendant does not elect to complete the pairing sequence that continues into the following month, the Company will determine which leg(s) to remove from her/his schedule in order to reduce her/his projected block hours in the following month to one hundred (100:00) or less.~~

- 7.C.2. A Flight Attendant will receive one (1) calendar day free from duty in her/his domicile in any seven-day period. However, a Flight Attendant at her/his discretion, may elect a 24- hour break from duty in any seven day period to accommodate her/his request(s) for pairing trades, optional exchanges and/or pick-ups of open time. However, if a Flight Attendant adjusts her/his schedule (OT pick up, pairing trade, etc.) for the end of the current month before the final bid awards are made for the following month and such schedule adjustment puts her/him into a one in seven conflict after bids are awarded, the Flight Attendant shall not be considered to have waived the



calendar day off. One day of flying shall be removed in order to accommodate the Flight Attendant's right to one day free from duty in any seven-day period.

Changes to "Golden Days" procedures to allow for PBS and increase Reserves' options:

- 7.D.2. The ~~Company~~ PBS will construct lines of time with duty days grouped together, and days off grouped together in which there are at least two periods of two (2) days free from duty. In addition, the "default" construction for the lines of Reserve Flight Attendants will be ~~constructed with~~ at least one (1) period of four (4) consecutive days off, and at least one (1) period of three (3) Golden Days. Such default parameters may be waived by the Flight Attendant. ~~Reserve lines will include one~~ The set of three (3) Golden Days off will be placed consecutively on a Reserve's line in any block of three or more days off. Golden Day placement will always start with the first day of a block of days off. When more than one block of three or more days off exist in the bid month, such Golden Days will be placed on the set of days off which were given the highest priority within the Flight Attendant's submitted bid. Such Golden Days off cannot be changed or removed by the Company for any reason without the approval of the Flight Attendant. ~~Golden Days will be built into the bid line and will be bid upon as part of the line by those Flight Attendants bidding reserve lines.~~ A Flight Attendant may swap her/his complete set of Golden Days off for another Flight Attendant's complete set of Golden Days off so long as the trading of such sets of Golden Days does not create a conflict with the Flight Attendant's Reserve schedule.
- 7.E.1.b. ~~Lines of time for a month~~ Pairings will be constructed with a minimum of ten hours (10:00) of rest in domicile and a minimum of eight and one-half hours (8:30) of rest in out stations.
- 7.E.1.c. ~~Lines of time for a month~~ Pairings will be constructed with a minimum of ten hours (10:00) of rest in domicile. Such rest limitation may be waived by the Flight Attendant to FAR + 45 minutes.

Changes to CDO line construction to reflect PBS Implementation:

- 7.F.2. ~~Flight Attendant schedules will be constructed with no more than three (3) consecutive CDOs. Such CDO groupings shall be followed by not less than two (2) calendar days off. Flight Attendants may bid for and be awarded a "CDO" line in the Monthly Pre-bidding System.~~
- 7.F.3. ~~Wherever possible, the Company will construct lines of flying that contain only CDOs. CDO lines will be constructed with no more than three (3) consecutive CDOs. Such CDO groupings shall be followed by not less than two (2) calendar days off.~~
- 7.F.4. ~~No more than four (4) consecutive CDOs will be scheduled for a Flight Attendant during the transition period.~~



SECTION 8: SCHEDULING

The following additions, deletions and modifications to Section 84 will be made to accommodate PBS Implementation:

[CBA 8.A.1.a. is moved to 8.A.2. and 8.B. CBA 8.A.1. is replaced by the following:] [CBA 8.A.b.-g. are deleted]

8.A.1. The Company will utilize and maintain a Preferential Bidding System (PBS), meeting the requirements in this section and the Collective Bargaining Agreement for the construction and awarding of flight schedules and Reserve Lines of Time (New). [SL M12.a]

[TA Section 8.A.1.b-g]

~~b. Bid Closing Date~~

~~Bidding will close at 1200, Central Time (CT) at the domicile, five (5) days after electronic posting.~~

~~c. Preliminary Bid Awards~~

~~Preliminary bid awards will be posted electronically and via AVARS later on the same date as the bids close.~~

~~d. Transition Adjustments Period and Open Time Window The Company will utilize the four days following Preliminary bid awards to resolve scheduling conflicts during the transition period.~~

~~e. A twenty four (24) hour Automated Pairing Trade with Open Time window opens at 1200 CT no later than seven (7) days prior to the next contractual month. No Pairing Drops, Open Time Pick Up or Manual Trades with Open Time will be allowed during this window.~~

~~f. No later than six (6) days prior to the next contractual bid month, the Automated Pairing Trade Twenty Four (24) hour window closes at 1200 CT and relief lines will be constructed.~~

~~g. Final Awards~~

~~Final bid awards will be posted as soon as available but in no case less than four (4) days prior to the start of the next contractual month. Automated Pairing Trading with full functionality begins concurrently with the publishing of final bid awards at 1200 CT. Flight Attendants may also begin submitting requests for Manual Trades at this time.~~

8.A.2. Monthly Bidding Process Bid Information

a:

Schedules for bidding purposes will be posted electronically to each Flight Attendant at each domicile on or before sixteen(16) days prior to the start of the next contractual month. Paper bid packages will be made available to each Flight Attendant at each domicile fifteen (15) days prior to the start of the next contractual month. In the event that the Company needs to adjust this timeline due to unforeseen circumstances, the Company will notify the Association as soon as possible.



Pairing information will be made electronically available via a home access computer system and the Company computer terminals located in each domicile on or before the date of pairing information package distribution. One hard copy of the pairing information package will be available at each domicile or co-terminal. Pairing information packages, and online access, shall contain all of the pairing information, for all of the scheduled pairings in a given domicile and its co-domiciles. ~~Each domicile's bid package~~ The pairing information package shall state the anticipated number of bid lines and reserve lines that will be awarded in each ~~that~~ domicile, the line average for the month in the domicile, the minimum and maximum hours a line can be built to in the domicile, and the training dates and locations for the domicile. [SL M 12.e.]

[CBA 8.B. is moved to 8.D. and replaced with the following from CBA 8.A.1. and 8.E.:]

8. B. Monthly Bidding Process

8. B. 1. A Flight Attendant will bid in her/his specific domicile (When "domicile" is used herein, it will include any co-domicile). A Flight Attendant may enter a default ~~standing~~ bid and it shall remain in force until one of the following occurs: 1) Base Transfer 2) TDY award 3) Flight Attendant changes bid. [SL M 12.b.]

a.

- i. Carry-ins/absences/pre-awards that are known at the time of bidding, will be pre-planned in the bid process, and credited in the new month. [SL M 12.b. iii.]
- ii. Flight Attendants on a paper-bid status, whose bid will be for pay purposes only, will be able to bid and be awarded a schedule without impacting other active Flight Attendants' awards. [SL M 12.b.i.]
- iii. A Flight Attendant who obtains medical clearance prior to the close of bids will be allowed to bid during the bidding process, and will be awarded a schedule for the entire bid period or that portion of the month for which she/he will be available. If available for less than the full bid period, the number of minimum days off will be prorated based upon the numbers of days available per the chart below and the Flight Attendant will receive a "soft" credit in accordance with the chart below for each day of unpaid leave for purposes of bidding only; e.g., a Flight Attendant returning from maternity leave mid-month. [SL M 12.b.ii.]



Type of credit	Prorated Minimum Days Off	Pay Credit	PBS Credit
Bereavement Leave	NO	3.75	3.75
Vacation Ex Days (Part of Guaranteed days off)	NO	0.00	3.75
FMLA (intermittent) / KIN Care	NO	3.75	3.75
FMLA (non-intermittent)	YES	2.50	2.50
Furlough	YES	0.00	2.50
Jury Duty / Witness (1-4 Days)	NO	3.75	3.75
Jury Duty/Witness (More Than 4 Days)	YES	2.50	2.50
Long Term Training	YES	2.50	2.50
LT LOA	YES	0.00	2.50
Maternity Leave	YES	2.50	2.50
Medical Leave	YES	0.00	2.50
Military Leave	YES	0.00	2.50
Move Days (MV)	NO	3.75	3.75
Move Days (UM)	NO	0.00	3.75
Other Company Paid Days (1-4 Days)	NO	3.75	3.75
Other Company Paid Days (More than 4 Days)	YES	2.50	2.50
PLOA	YES	0.00	2.50
Pre-planned Sick Leave / IOD	YES	2.50	2.50
Retirement / Resignation	YES	0.00	2.50
Short Term Training	NO	3.75	3.75
Special Assignment Daily	NO	3.75	3.75
Special Training	NO	3.75	3.75



Type of credit	Prorated Minimum Days Off	Pay Credit	PBS Credit
Travel Day	NO	3.75	3.75
Union Leave (1-4 Days)	NO	3.75	3.75
Union Leave (More than 4 Days)	YES	2.50	2.50
Vacation (1-4 Days)	NO	2.67	2.67
Vacation (More than 4 Days)	YES	2.67	2.67
Vacation Credit Effective 1-1-16	YES	3.00	3.00
Withheld from Service - Paid	YES	2.50	2.50
Withheld from Service - Unpaid	YES	0.00	2.50
Witness Leave (1-4 Days)	NO	3.75	3.75
Witness Leave (More than 4 Days)	YES	2.50	2.50
* Special Assignment Full Month Will Shadow Bid			

- iv. If a Flight Attendant is withheld from service with pay by the Company at the time of bid closing she/he will be allowed to bid for a schedule for the following bid period in accordance with this Section. [SL M 12.b.v.]

b. Planned absences/activities

8.B.2. Low/High Minimum/Maximum Bid Options [SL M 15]

a. Low Bid Option:

~~The Company will offer low time bid options when feasible. This option would allow a Flight Attendant to bid a line in the domicile not to exceed 45.5 hours. The pay guarantee for low bid option lines will be fifty percent (50%) of the regular monthly guarantee as defined in Section 4 (Compensation). If the Company offers a low bid option in a specific domicile, it will specify the number of Flight Attendants who will be able to hold that option, and conduct a bid, based upon seniority order.~~

[SL M15.a.]



b. High Time Option:

A Flight Attendant may elect to bid a high time line option. Lines constructed as high time may exceed the ninety one hour (91) cap as set forth under Section 8.B.5. but in no event will they exceed one hundred ten (110) hours. [SL M 15.b.]

A bidder may choose the minimum or maximum range of credit hours to be awarded for a bid period during PBS line construction. The minimum credit range will be 75 to 91 credit hours. The minimum credit range will never be less than 75 hours and will never exceed 91 hours. The maximum credit range will be 91 to 110 credit hours and will never exceed 110 hours.

~~[Insert procedure for bidding for a month in which there is vacation below:]~~

8.C. Pairing Line Construction

8.C.1. Lines shall be constructed preferentially, in order of seniority, one Flight Attendant at a time with the Flight Attendant holding as many pairings available at her/his seniority that meet her/his specific preferences, such preferences being stated in priority order provided that those pairings do not conflict with any known absences, carry-in pairings or reserve periods, or legalities following carry-in activities. [SL M 9.]

8.C.2. Criteria for Pairing Line Construction:

a. The JPBSA will meet with the vendor to thoroughly vet the new scheduling provisions which must be considered in the context of a PBS environment. The Company, with input from the JPBSA, will determine the range for the line average and the window above and below it to which a Flight Attendant's schedule may be built. Any subsequent change(s) will be made after consultation with the JPBSA. [SL M 10.a.]

b. A bid pairing line award will contain no reserve days, and a reserve line will contain only reserve days and days off. [SL M 10.c.]

c. A bid pairing line will not contain any out of domicile pairings. [SL M 10.d.]

[Insert CBA 8.B. and amend as follows:]

8.C.3. Parameters for Pairing/ Line Construction:

The following procedures will precede line construction:

a. All known flying, including charters, shall be constructed into pairings and placed in the PBS for bid. (Parties recognize that the flying must be known at the time pairings are constructed.) A variety of pairings will be constructed (e.g. single day pairings, multi-day pairings, CDOs - if applicable) [SL M 11.a]

b. The Company will apply any known absence to a Flight Attendant's schedule. The credit value of the known absence(s) will be reflected in the total value of the line for purposes of the line construction



parameters according to the schedule below. To the extent that the “off the shelf” software accommodates credit value waivers, or if mutually agreed by the parties, at the Flight Attendant’s option, she/he may elect to have the credit value not counted toward her/his maximum bid award. However, in no event may the Flight Attendant’s bid award exceed one-hundred ten (110) hours. [SL M 11.b]

c. For the purposes of Line construction, the planned absences or events that are known prior to the close of the bids will have the below daily credit value applied towards a Flight Attendant’s line credit except as provided for in b. above. [SL M 11.c]

i. Training	3:45
ii. Sick Leave	3:45
iii. Bereavement	3:45
iv. Paid Move Days	3:45
v. Special Assignment	3:45
vi. Union Leave	3:45
vii. Jury Duty Leave	3:45
viii. Family Leave if SK or VC used	3:45
ix. Pay Withheld	3:45
x. Paid Witness	3:45
xi. Travel Day	3:45
xii. Single VC Day prior to January 1, 2016	2:41
xiii. Single VC Day commencing January 1, 2016	3:00
xiv. California Paid Family Leave and Paid School	3:45
xv. Miscellaneous Other	TBD

Preference Options

1.	<u>Pairing</u> Equipment [Prefer/Avoid, Aircraft type] Flight Attendant may prefer or want to avoid <u>pairings</u> with specific aircraft type.
2.	<u>Pairing</u> Length [Prefer/Avoid, #Calendar days, Date] Flight Attendant may prefer or want to avoid <u>pairings</u> with specified number of calendar days.
3.	Layover City [Prefer/Avoid, Layover Station, Date] Flight Attendant may prefer or want to avoid a layover station or region, e.g. West Coast, North East, FL, Caribbean, Mexico, Southwest.



4.	<u>Pairing</u> Type [Prefer/Avoid, Type of <u>pairing</u> , Date] Flight Attendant may prefer or avoid a type of <u>pairing</u> . <u>Pairing</u> types - 4-day, 3-day, 2-day or 1-day <u>pairings</u> .
5.	Crew Position [Prefer/Avoid, Crew position, Date] Flight Attendant may prefer or want to avoid a specific position on <u>pairings</u> . Flight Attendant positions are specified on each <u>pairing</u> .
6.	Report / Release [Before/After, Time, Date] Flight Attendant may bid for <u>pairings</u> that report / release before or after a specific time. The <u>pairings</u> may optionally originate / terminate on a specific date.
7.	No Deadheads [Date] Flight Attendant may bid for <u>pairings</u> with no deadheads in the <u>pairing</u> .
8.	Layover Duration [Minimum/Maximum, Duration, Station] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum layover between duty periods. This limit shall apply to all layovers within the <u>pairing</u> .
9.	Landings per duty period [Minimum/Maximum, Number] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum landings per duty period. This limit shall apply to all duty periods within the <u>pairing</u> .
10.	Block Hours per duty period [Minimum/Maximum, Value] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum block time per duty period. This limit shall apply to all duty periods within the <u>pairing</u> .
11.	Average Credit Hours per duty period [Minimum/Maximum, Value] Flight Attendant may bid for <u>pairings</u> with a minimum or maximum credit time per duty period. This limit shall apply to all duty periods within the <u>pairing</u> .
12.	Prefer Calendar Days Off [Days of week] Flight Attendant may bid off days on specific days of the week (e.g., prefer to work every Monday-Thursday)
13.	Credit Ratio [Prefer, Credit Ratio Value] Flight Attendant may bid for <u>pairings</u> that do not exceed the Credit Ratio Value (<u>pairing</u> time away from base / <u>pairing</u> credit).
14.	<u>Pairing</u> [<u>Pairing</u> number, Date] Flight Attendant may bid for a specific <u>pairing</u> number and optionally depart on a specific date.
15.	Range of days off [First date, Second date] Flight Attendant may bid for a range of days off.



16. Block of days off [Date from, Date to] Flight Attendant may bid for a period of days off and would be awarded all days off or none.
17. Co-Domicile Preference [Prefer, Co-Domicile] Flight Attendant may bid for <u>pairings</u> that originate from a specific co-domicile.
18. Min / Max Connection Time [Minimum/Maximum, Duration] Flight Attendants able to bid for <u>pairings</u> that have minimum or maximum connection (sit) times. This limit shall apply to all duty periods within the <u>pairing</u> .
Global Options
19. Maximum number of work periods - Flight Attendant may elect to specify a maximum number of work periods in the bid month (subject to their minimum and maximum permissible credit hours).
20. Allow Back to Backs Flight Attendants may elect to allow legal back-to-backs to be included in their line-of-time.
21. Allow Training and a <u>Pairing</u> as a Back to Back Flight Attendants may elect to attend training and operating a <u>pairing</u> as a legal back-to-backs to be included in their line of time.
22. Allow Multiple <u>Pairings</u> Flight Attendants may elect to allow two (2) <u>pairings</u> in the same calendar day separated by legal domicile rest.
23. Waive Domicile Rest to FAR Minimum + :45
24. Min Days Off between Work Periods Flight Attendant may set the number of days off between work periods. The system default is two days.
25. <u>Pairing</u> Mix in a Work Period Flight Attendant may create work periods that contain <u>pairings</u> of specific lengths. The system will use the <u>pairing</u> lengths only in the order that the Flight Attendant specifies.
26. Commutable Work Period Flight Attendant may bid that their work period begins after a specific time and ends prior to a specific time.
27. Cadence Preference - Flight Attendant may elect that their work period begins on the same day of the week throughout the bid month.



28. Buddy Bid - Flight Attendant may bid with other Flight Attendants up to the number of Flight Attendants on the equipment, utilizing the seniority of the least senior Flight Attendant. Flight Attendants may also buddy bid with pilots should that group implement a PBS.
29. Avoid/Prefer Bid - Flight Attendant may avoid or prefer more senior Flight Attendants or more junior Flight Attendants who have been awarded a <u>pairing</u> providing the senior Flight Attendant waives her/his seniority to immediately below the junior Flight Attendant's seniority. Flight Attendants may also prefer or avoid <u>buddy bid pairings</u> with pilots should that group implement a PBS.
30. Reasons Report - System shall generate a report for each Flight Attendant which explains why a preferred <u>pairing</u> or day off was not awarded.
31. Standing Bids - System shall maintain persistent or "standing" bids which shall act as default bids should the Flight Attendant fail to enter a monthly bid. If a Flight Attendant fails to input her/his bid and does not have a standing bid inputted, her/his bid will be inputted using a default bid created by the Joint PBS Committee.
32. Vacation Expansion - A Flight Attendant who is scheduled for a block of consecutive vacation days may elect to place up to a total of four (4) days off (at sole discretion of the Flight Attendant) before, after, or split on either side of such vacation period. The days off will act as a pre-planned absence and will carry neither a value for pay nor credit. Such days off will may be counted toward the Reserve's scheduled Golden Days. Such block of four days, or portion thereof, may be extended into the next bid period.
33. Paper Bid/Pay Purpose Only Bid - Once the final awards are published, Crew Scheduling will run PBS for a Pay Purpose Only (PPO) award. Crew Scheduling shall run PBS with the same bids and settings as the regular bid with the addition of the bids (standing or actual) of any Flight Attendant who is off the entire bid period to determine what she/he could have held for pay purposes only. Such PPO awards shall only be used for this pay determination and shall not change in any way <u>pairing</u> awards as published in the final line awards.
34. High/Low Time Option. Flight Attendants desiring a low time option may elect whether to work the first or last half of the bid month. If PBS is unable to grant a low time option in either half of the month, then FA may elect to revert to a regular bid line option. A Flight Attendant desiring minimum or maximum credit may elect Minimum Credit or Maximum Credit, which <u>may will</u> waive some contractual restrictions. The minimum credit awarded will never be lower than 75 hours in conformity with line guarantee. The maximum credit awarded will never be higher than 110 hours.



35. Other Bid Options as agreed by the Joint PBS Committee.
36. Block of Reserve Golden Days off [Date from, Date to] Flight Attendant may bid for a period of Reserve Golden Days off and would be awarded all Reserve Golden Days off or the same period of Moveable Days off or none.
37. Range of Reserve Golden Days off [First date, Second date] Flight Attendant may bid for a range of reserve Golden Days off. The First dated is the most important day off and the Second date is the less important.
36. RBL Line Option
37. Days on and off
38. Length of block of available days
39. Month end carry-over
40. Standby Line Preferences
43. Placement of Golden Days

- d. Other preferences may be mutually agreed upon and requests for said preferences will not be unreasonably denied. [SL M 12.c.]
- e. A Flight Attendant will use the PBS to bid. If PBS is inoperative, the Company will provide an alternative method for bidding. [SL M12.d.]
- f. Flight Attendants who fail to bid and/or have no default ~~standing~~ bid
 - i. A Flight Attendant failing to make a bid or failing to meet the deadline will be assigned a line of pairings or reserve line, in accordance with seniority, in the awards as per her/his default ~~standing~~ bid. A default ~~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. [SL M 12.g.]
 - ii. If no default ~~standing~~ bid exists, the Flight Attendant's bid will be inputted using a default bid created by the Joint PBS Committee. [SL M 12.g.]
- g. The PBS will generate, track, and provide each Flight Attendant a bid confirmation for each bid supplied by the Flight Attendant. [SL M 12.h.]
- h. Following the awarding of bid lines, no more than 10% of the remaining known and proposed flying may be designated as open flying in each domicile pursuant to Section 8.G.1 of the Collective Bargaining Agreement. (Example: If the DFW domicile has 1,000 block hours, there will be a maximum of 100 hours of open flying remaining in the domicile after the awarding of the bid lines.). [SL M 12.i.]



- i. All monthly lines shall be awarded in accordance with seniority and bid preferences. In cases where a Flight Attendant is denied a bid preference in order to ensure adequate daily work coverage, such assignment shall be in accordance with the bid preferences of the Flight Attendant and forced in inverse order of seniority. [SL M 12.j.]
- j. An individual report will be made available to each Flight Attendant each month, which reconciles the Flight Attendant's bid to her/his awarded schedule on a preference-by-preference basis (Reasons Report). [SL M 12.k.]

[CBA 8.D.: Bidline Construction Committee moves to 8.T.]

[Insert CBA 8.B: Bidline Schedule Construction, and amend as below:]

8.D. Pairing Line Schedule Construction [CBA 8.B.1-9]

- ~~1. A variety of bid lines will be constructed, with priority given to constructing lines with similar pairings (e.g. single day pairings or multi-day pairings or CDOs). [addressed in 8.C.3.a.]~~
1. Regular Pairing and relief lines will be constructed with a minimum of two (2) periods of at least two (2) consecutive days off.
23. A Flight Attendant holding a regular line of time will not be scheduled for reserve.
4. ~~Lines will not be constructed with more than ninety one (91:00) credit hours (including fifty percent (50%) of scheduled deadhead hours).~~
34. Lines will be constructed with at least ten hours (10:00) rest between pairings in domicile.
45. ~~Lines of time for a month~~ Pairings will reflect any known reduced/changed holiday scheduling for that month. Should holiday schedules be modified after the final bid award, the affected Flight Attendants will be notified as soon as possible.
56. If an overnight is scheduled for less than nine hours (9:00), the following day shall not be scheduled for more than twelve hours (12:00) on duty.
67. A bidline trip pairing will normally not consist of more than four (4) days. However, in unusual circumstances such as, but not limited to, charters, retirement of equipment type or shifting of equipment type to a different domicile; pairings may be scheduled to a maximum of five (5) days.
78. The Company shall offer reduced guarantee lines when feasible. Eligibility for these lines will be awarded in the pre-bid. The pay guarantee for reduced guarantee lines will be fifty percent (50%) of the regular monthly guarantee as defined in Section 4 (Compensation).
 - a. Reduced guarantee lines shall contain pairings up to a maximum of forty-five hours and thirty minutes (45:30).
 - ~~b. Such lines will be issued as part of the bid packet and awarded in seniority order.~~



- b. No Flight Attendant will be involuntarily assigned to a reduced guarantee bid line.
- c. Flight Attendants holding reduced guarantee lines may bid for and be awarded open time in the same manner as any other Flight Attendant covered by this Agreement, including on their regularly scheduled day(s) off.
- d. Benefits and health insurance premiums will be provided in accordance with Section 20 Benefits, Retirement and Eligibility. Accruals of seniority, vacation and sick leave will be as provided in those sections. Pass privileges will be the same as those extended to regular line holders.

[CBA 8.C.: Reserve Line Construction is moved to 8.E. and amended as follows:]

8.E. Reserves Line Construction

1. Reserve lines shall be allocated as part of the monthly PBS process. A Flight Attendant who may be awarded a line of flying may conditionally bid for a reserve line. [SL M 16.a.]
2. Reserves will have a minimum of eleven (11) scheduled days free of duty ("days off") at her/his domicile each bid month. Three (3) of such days shall be Golden Days. Patterns must conform to the following unless the Flight Attendant selects the waivers provided in PBS: [SL M 16.b.]
 - a. Reserve Flight Attendants will receive at least two periods of two (2) days free from duty.
 - b. ~~In addition, Reserves will receive another at least one (1) period of four (4) consecutive days off.~~ [SL M 16.b.i.]
 - c. In addition, Reserve Flight Attendants will receive one set of three (3) Golden Days off. Golden Days will always begin a block of days off and may not be preceded by a non-Golden Day off. [SL M 16.b.ii.]
 - d. The minimum provisions in 2.a., b., and c. above may be waived by the Flight Attendant in her/his PBS bid.
 - e. Day off periods may not be separated by less than three(3) days of availability or by more than six (6) days of availability. Groups of days of availability which transition from month to month shall be subject to this limitation. [SL M 16.b.iii.]
 - f. A Reserve with vacation day(s) in a bid period shall receive all her/his days off outside of the vacation period, if applicable, in addition to her/his vacation days. This will guarantee the Reserve her/his full number of minimum days off in addition to her/his vacation day(s). However, if the days off as provided for in Global Option #32 plus the scheduled vacation days does not allow for the required days off to be placed outside of the scheduled vacation period, such days will not be restored or moved to the subsequent month. [SL M 16.c.]



- g. The chart below shall be used to determine the number of days free from duty for a Reserve who is bidding for or returning to schedule as a Reserve with less than a full bid period. This chart shall be used to determine the number of days free from duty during the Reserve's days of availability in a partial bid period. [SL M 16.d.]

30 Day Month		31 Day Month	
Available Days	Prorated Days Off	Available Days	Prorated Days Off
29 - 30	11	30 - 31	11
26 - 28	10	27 - 29	10
24 - 25	9	24 - 26	9
21 - 23	8	22 - 23	8
18 - 20	7	19 - 21	7
15 - 17	6	16 - 18	6
13 - 14	5	13 - 15	5
10 - 12	4	10 - 12	4
7 - 9	3	8 - 9	3
5 - 6	2	5 - 7	2
2 - 4	1	2 - 4	1
1	0	1	0

3. Reserve Block Lines (RBLs)

- A Flight Attendant's eligibility to hold a Reserve Block lines (RBLs) will be determined in the pre-bid.
- Reserve Block Lines (RBLs) will be constructed with a minimum of thirteen (13) days off. All of the days of reserve availability shall be allocated on the line as outlined in the table below. In bid months containing thirty-one (31) days, one (1) additional day off will be attached to a block of contiguous days off.
- The RBLs will be available for bid at each domicile and must be published in the bid packet according to the examples (A, B and C) below:

The three types of Reserve Block Lines possible:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
A	R	R	R	R	R	R	X	R	R	R	R	R	X	R	R	R	R	R	R	X	X	X	X	X	X	X	X	X	X	X	
B	X	X	X	X	X	X	X	X	X	X	X	R	R	R	R	R	R	X	R	R	R	R	R	R	X	R	R	R	R	R	
C	R	R	R	R	R	X	R	R	R	R	X	X	X	X	X	X	X	X	X	X	X	X	R	R	R	R	X	R	R	R	R



d. Award of RBLs

The number of RBL lines posted and multi-awarded shall be determined by the below provisions:

- i. Each domicile shall have a minimum of three (3) RBLs (one each of A,B and C) awarded, if bid.
- ii. A minimum of ten percent (10%), rounded up, of awarded reserve lines will be RBLs (if bid) in each domicile. RBLs will be multi-awarded if all three (3) RBLs are bid.
- iii. The number of RBL lines awarded may not exceed twenty percent (20%) of a base's total awarded reserve lines.
- iv. If insufficient Flight Attendants bid the RBLs, the un-awarded lines shall be dropped and may not be involuntarily assigned to a Flight Attendant.
- v. The percentage limitations in c.ii and iii. above may be amended by mutual agreement.
- vi. The minimum monthly guarantee of 75 hours in accordance with section 4.B. shall apply to RBL lines.

8.G.: Open Time

[TA 8.G.5. delete provisions and replace with below chart]

8.G.: Open Time

~~5. The Company may use known open time after the preliminary bids close for transition conflict resolution. The Company may use remaining open time after the Automated Pairing Trade Twenty-Four Hour (24:00) Window closes to construct relief lines.~~ The below chart outlines the display / listing of available pairings:

Entries for viewing available pairings

N4D/Base/Date (e.g., N4D/DFW//10JAN)	Displays all pairings that are open ("above the line") or posted for drop ("below the line"), making them available for pick up.
N4DL/Base//Date (e.g., N4DL/DFW//18JAN)	Will display only those open and posted pairings that a Flight Attendant is qualified and legal to pick up. If a "D" follows the pairing, a Duty Free period (DFP) conflict exists, requiring the elimination of a DFP.
N4T/Pairing/Date (e.g., N4T/22132/24JAN)	Will display a list of "redder" open pairings with which a Flight Attendants is qualified and legal to trade his/her red pairing. If a "D" follows the pairing number, a Duty Free Period (DFP) conflict exists, requiring the elimination of a DFP.
N4TL/Pairing/Date (e.g., N4TL/22123/24SEP)	Displays only those "redder" open pairings for which a Flight Attendant is qualified and legal to trade his/her red pairing. If a "D" follows the pairing number, a Duty Free Period (DFP) conflicts exists, requiring the elimination of a DFP.

[Above chart new to section, brought in from TTOT user guide.]



8.G.6. [CBA 8.G.6. moved to 8.G.7.]

8.G.6. Red for Red Trading Rules

Red for Red Trading Rules Chart

<u>Drop Status</u>	<u>Pick-Up Status</u>	<u>Allowed</u>	<u>Pairing Date Pick Up vs Pairing Date Drop</u>
Green	Green	Yes	n/a
Green	<u>Red</u>	Yes	n/a
Red	Green	No	n/a
Red	Red	Yes (exceptions)	n/a
Red	Red	Yes (if different duration, the picked up <u>pairing</u> must be redder)	Same Date Start
Red	Red	Yes (if different duration, the picked up <u>pairing</u> must be redder)	Overlapping Dates
Red	Redder	Yes (Restrictions)	Different Dates

[Above chart new to section, brought in from TTOT user guide.]

a. Red for Red Trading Rules

i. Same Date Trades

If same start date and same end date, then no restrictions.

If same start date but different end date, then allow trade if pick up pairing is redder than dropped pairing.

ii. Overlapping Trades

If overlapping (where both pairings operate on at least one common date), then allow trade if pick up pairing is redder than dropped pairing.

iii. Different Date Trades

For different dates (pairings operate on mutually exclusive dates), allow trade if pick up pairing is redder than dropped pairing.

iv. Posting a ~~trip~~ pairing is always allowed.

Doing so allows the ~~trip~~ pairing to be picked up by another Flight Attendant without regard to "RED" restrictions. [From TTOT user guide, TA 8.A.1.g.]

[CBA 8.G.6. becomes new 8.G.7.]

[CBA 8.G.7. becomes new 8.G.8.]



[CBA 8.D.: Bidline Construction Committee moves to 8.T. and is modified below:]

8.T. Association Committees

1. Bidline Pairing/Reserve Construction Committee: [old CBA 8.D.]
 - a. The Association will establish a Bidline Pairing/Reserve Construction Committee consisting of at least one representative from each Domicile that will meet with the Company for the purpose of developing cooperative and efficient flight operations, including input and suggestions with respect to pairings and line construction as applicable to each base's unique operations.
 - b. The Association Bidline Pairing/Reserve Construction Committee shall meet or coordinate with the Company each bid period, or more frequently by mutual agreement, to discuss the subsequent month's pairings and bidline line construction.
 - c. The Bidline Pairing/Reserve Construction Chairperson and/or the Domicile representatives will be afforded the opportunity to provide input during the pairing construction process. After completion of the "daily solution" the Chairperson and/or Domicile representatives shall be provided no less than 24 hours to review and provide recommendations. Recognizing that some ~~trip~~ pairing(s) which are otherwise legal, may present problems such as delivery of service difficulties, the Committee Chairperson and /or Domicile reps will be given reasonable consideration in the final construction of pairings.
 - d. Once per quarter, the Company will meet with representatives from each domicile and the Bidline Pairing/Reserve Construction MEC Committee Chair to discuss planning issues, projections, staffing, or any issues impacting quality of the schedule/operation.

2.PBS Implementation Committee:

The Joint PBS Committee (JPBSC) shall be composed of a minimum of two (2) members from the Company and minimum of two (2) members from the Association. The Association members shall have continuing PBS involvement as part of the Pairing Construction Committee. The Company will consult with the JPBSC on all significant matters regarding implementation of PBS as well as any future enhancements or changes before making decisions regarding such matters. [SL M 3.]

TA 8.T.: General becomes the new 8.U.: General

Additional Contract Provisions to Address:

[delete current CBA 9.B.2. and replace with the following:]

CBA 9.B.2. A Flight Attendant may bid for monthly airport reserve on her/his pre-bid option, for example S-1, S-2, S-3, etc. which is an airport-on-duty period of no more than eight (8) hours.



[delete current CBA 10.D.3. and replace with the following:]

CBA 10.D.3 A Flight Attendant who is scheduled for vacation may indicate via the PBS website her/his intention to fly on some or all of her/his vacation block per the bidding time-line as found in section 8.B.2.

CBA 10.G.

~~delete—No longer applicable~~

G. Vacation Slide

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

~~2.Should a lineholder Flight Attendant indicate a desire to effect a change in the start date of her/his vacation, the following will apply:~~

~~a. The effective starting date of an awarded vacation will be adjusted (slid) by up to three (3) days to coincide with the scheduled departure date of the first pairing sequence which is in conflict with the Flight Attendant's originally scheduled block.~~

~~b. If the change in sub paragraph a., above, cannot be accomplished, such vacation date would be moved by up to three (3) days so as to terminate the vacation coincidental with the termination date of the last pairing sequence which is in conflict with the original vacation termination date.~~

~~c. Should the application of either sub paragraph a. or b., above result in a Flight Attendant's scheduled vacation still being in conflict with the flying of a complete pairing sequence at either the start or termination of such vacation block(s), no such vacation change will be effected.~~

~~d. Vacation slides will only be permitted to overlap into another contractual month, with the concurrence of Crew Scheduling.~~

a. Consecutive ~~one day~~ CDO pairings shall be considered one "block" or "pairing" for the purposes of sliding a Flight Attendant's vacation.

b. Consecutive vacation weeks are considered one block for the purposes of sliding a Flight Attendant's vacation.

CBA 10.H. rename heading to "Vacation Conflicts with CDOs"

1. Whenever a vacation block conflicts with a Flight Attendant's CDO flying, the Flight Attendant at her/his option may choose one of the following options by indicating on the bid ballot or via an electronic message (i.e. 'RF' message or equivalent) within 48 Hours following the closing of the bids:

a. Fly whatever portion of the trip sequence pairing that falls outside of her/his vacation block for which she/he is legal and available, or

b. Drop the complete pairing sequence when any portion of such pairing sequence conflicts with her/his vacation block. The Flight Attendant may choose to drop a pairing conflicting with the beginning, end, or on



both the beginning and end of the vacation block. In the event the Flight Attendant chooses one of these options, she/he will not be credited for pay purposes for any flight(s) outside her/his vacation block, except as provided in sub-paragraph D.1. above. Notwithstanding D.1., if a Flight Attendant's leg(s) into or out of an overnight is removed, she/he will not be paid for the leg(s) removed.

- c. For the purposes of this provision, a block of contiguous ~~one day pairings~~ CDOs shall be considered one "block" or ~~pairing~~ pairing. In this situation, the Flight Attendant must send an RF message to Crew Scheduling, no later than forty-eight hours (48:00) following the closing of the bids, indicating that the block of ~~one day pairings~~ CDO which about the vacation period should be dropped.

CBA 10.H.1.c. [remove reference to one day pairing and replace with "CDO-block"]

- e. ~~For the purpose of this provision, a block of contiguous one day pairings CDOs shall be considered one "block" or "pairing pairing". In this situation, the Flight Attendant must send an RF message to Crew Scheduling, no later than forty eight hours (48:00) following the closing of the bids, indicating that the block of one day pairings CDOs which about the vacation period should be dropped.~~

CBA 15.A.4. [amend the provision in the following manner:]

- 4. The Flight Attendant awarded a vacancy will be removed from all pairings for which any part of the pairing trip falls within the three (3) moving days period immediately preceding the effective date of transfer or have moving days inserted as a pre-planned absence. If the move is involuntary, such Flight Attendant shall be paid and credited as if she/he had flown the dropped pairing(s) trip(s). If the move is voluntary, such Flight Attendant shall not be paid and credited for the dropped pairing(s) trip(s), however she/he shall not fall below guarantee for pay purposes.

CBA 15.B.2-4 (amend timeline in 15.B.2-4 as follows ~~waiting finalization of PBS bidding timeline~~)

- B.2. No later than the ~~40th~~ 7th of the month preceding the month in which the vacancy/TDY assignment will be offered, the Company will post the temporary vacancies at any and all bases which it determines have more than adequate staffing levels and afford the Flight Attendants at such base(s) the opportunity to bid for the vacancy/TDY. The awarding of a temporary vacancy/TDY will be done in seniority order from among the Flight Attendants who bid for the vacancy/TDY at the bases at which the vacancy/TDY is posted.

- B.3. Bidding for the temporary vacancy/TDY will close at 1000 CT on the ~~45th~~ 10th of the month preceding the month in which the vacancy/TDY will be offered.



-
- a. A Flight Attendant who bids and is awarded TDY and who has vacation during the TDY period will be required to be paid out for any vacation day(s) that fall within the TDY period and thus will remain available for assignment during the time previously scheduled for vacation.
 - b. The Flight Attendant's vacation shall be paid at the value of the vacation week in accordance with the table in Section 10.D. and such hours shall be paid above the guarantee.
- B.4. TDY bids will be awarded at 1200 noon CT on the ~~45th~~ 10th of the month preceding the month in which the vacancy/TDY will be offered.
- CBA 15.B.5. [delete current CBA 15.B.5. and replace with the following:]
- 5.A Flight Attendant awarded a TDY assignment, will be able to utilize PBS in the same manner as any Flight Attendant at that domicile based on their seniority.
- ~~A Flight Attendant who is awarded TDY will be issued the bid package for the base to which she/he will be temporarily transferred on the date of the regular bid publication. She/he shall have the opportunity to bid for any line in that base's bid packet and will be awarded a line based on her/his seniority in the same manner as any Flight Attendant based at that domicile.~~
- CBA 16.E.: TOWOP [amend the provision in the following manner:]
- E. When known far enough in advance, time off without pay will be included in the ~~bid packages of the base(s)~~ PBS "info tab" stating in which base(s) TOWOP is being offered. Such time will be awarded in the final bid.
- CBA 16.F.: TOWOP [amend the provision in the following manner:]
- F. When it is not known far enough in advance, ~~to include in the bid packet, the Company will post~~ the offer of time off without pay will be listed in the PBS "info tab" for no less than seven (7) days in the (1) HI6 (or its equivalent); and (2) in the daily open time recordings currently referred to as AVARS - or its equivalent.
- CBA 17.A.1.d.iii. [amend the provision in the following manner:]
- iii. The company shall make a reasonable effort to construct a relief line for a line holding Flight Attendant who clears for duty following the final bid award. If the Flight Attendant is a reserve, the prorated line shall consist of days off and days of reserve availability.
- CBA 18.K.1. [delete current CBA 18.K.1. and replace with the following from SL M.12.b.ii.:]
- 1.If available for less than the full bid period, the number of minimum days off will be prorated based upon the numbers of days available per the chart found in Section 8.E.2.e.below and the Flight Attendant will receive a "soft" credit in accordance with the chart below for each day of unpaid leave for purposes of bidding only; e.g., a Flight Attendant returning from maternity leave mid-month.
-



~~A Flight Attendant returning to active status for a full or partial month and who has not been awarded a line of flying or a reserve schedule during the monthly bidding process shall have a schedule built in consultation with the Administrative Manager. The schedule constructed shall be in parity with the Flight Attendant's seniority with regard to pairings, days of reserve and days off.~~

CBA 19.C. [amend the provision in the following manner:]

C. For each day in training a Flight Attendant will be paid ~~the greater of pairings missed or the value of the day~~, three hours forty-five minutes (3:45), at her/his applicable hourly rate as specified in Section 4.A.1. of this Agreement. It is understood for Flight Attendants holding a line of CDOs the time removed will be paid and credited the greater of VOD or pairings missed.

CBA 19.D. [delete current CBA 19.D. and replace with the following:]

D. In order to prepare for recurrent training, a Flight Attendant may, when submitting a training date bid, at her/his option indicate to have a day free from duty immediately preceding the first day of recurrent training or travel day, if applicable. Such day free from duty will be unpaid and not count towards the Flight Attendant's minimum days off.

~~In order to prepare for recurrent training, a Flight Attendant may, at her/his option, drop all portions of her/his pairing(s) or reserve day that conflicts with the day immediately preceding the first day of recurrent training. Such time dropped will be unpaid.~~

CBA 19.J.1. [insert new provisions:]

19.J.1. A Flight Attendant may waive in PBS to FAR + 45 minutes for rest following a training event.

CBA 24.D.2.b. [amend the provision in the following manner:]

b. Flight Pay Loss: Paper Bid

When a Flight Attendant will be on Union Business leave for the entire bid period, she/he may "paper bid." The names of Flight Attendant(s) who will be paper bidding for the next bid period will be submitted to the Company no later than the fifth (5th) day of the current bid period. A Flight Attendant who paper bids will be deemed to hold the line to which her/his seniority entitles her/him for all purposes, including, but not limited to, vacation, sick leave, jury duty, etc. ~~The Flight Attendant may designate certain pairing(s) or portions of pairings contained in the "paper bid" line as unpaid. Pairings so designated will be treated as a dropped individual pairing pursuant to D-4.~~

CBA 24.H. [amend the provision in the following manner:]

H. The Company recognizes the following Union committees: ~~Scheduling, Bid-Line Pairing Construction~~; Safety, Health and Security; Hotel; Uniform; Grievance; Membership; EAP; ~~and Government Affairs, ASAP, and Reserve.~~



CBA 29.G.2. [amend the provision in the following manner:]

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

Should any further modification, amendments or other adjustments to the CBA become necessary at the time while this CBA is in effect, the parties agree to meet and negotiate such changes prior to implementation.

FOR ENVOY AIR, INC.

ASSOCIATION OF FLIGHT
ATTENDANTS-CWA, AFL-CIO

LINDA KUNZ 02/26/201
Vice President-Flight Service

ROBERT BARROW 02/26/2014
President-Master Executive Council



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SIDELETTER – DD

LETTER OF AGREEMENT
between
ENVOY AIR, INC.
and the
FLIGHT ATTENDANTS
in the service of
ENVOY AIR, INC.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

STANDBY RESERVE AWARDS IN THE PBS ENVIRONMENT

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor act, as amended, betwixt and between ENVOY AIR INC. (hereinafter referred to as the “Company”), and the Flight Attendants in the service of ENVOY AIR INC. as represented by the Association of Flight Attendants-CWA, AFL-CIO (hereinafter referred to as the “Union”).

WHEREAS the Company and the Union have reached consensual agreement upon a Collective Bargaining Agreement (hereinafter referred to as the “Agreement”);

NOW THEREFORE, the parties agree as follows:

- A. It is understood that, upon implementation of the Preferential Bidding System (PBS), Flight Attendants can bid for and will be awarded, in seniority order, Airport Standby Reserve status. Once this Airport Standby Reserve status has been awarded, a Flight Attendant may then use the PBS program to bid for a schedule according to their preferences. Any resulting Reserve schedule award will then be designated as Airport Standby Reserve in accordance with the previously awarded status.
- B. Should a Flight Attendant who has been awarded Airport Standby Reserve Status be awarded a line of flying, it is agreed that the awarded Airport Standby Reserve Status would become irrelevant. Any company required Airport Standby Reserve coverage would revert to availability on the day of operation.



IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 9th day of September, 2014.

FOR ENVOY AIR, INC.

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

Handwritten signature of Linda Kunz in cursive.

Handwritten signature of Robert Barrow in cursive.

LINDA KUNZ Date
Vice President - Flight Service

ROBERT BARROW Date
MEC President



SIDELETTER EE – Deleted

Benefits Look Back Period
AFA Grievance # 22-99-2-44-14





SIDELETTER FF – Deleted

Failure to Complete Work Assignment Prior to
Commencement of a Scheduled Vacation Block





SIDELETTER GG – Deleted

Training Bid Timeline





SIDELETTER HH – Deleted

Vacation Slide / Vacation Expansion





SIDELETTER II – Deleted

TDY Bidding
AFA Grievance # 22-99-2-35-14



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SIDELETTER – JJ

**SETTLEMENT AGREEMENT
by and betwixt
ENVOY AIR INC.
and the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

PBS Minimum Credit
AFA Grievance # 22-99-2-26-15

Envoy Air Inc. (the Company) and the Association of Flight Attendants-CWA, AFL-CIO (the Union) have met and agree to resolve the above-referenced grievance as follows:

1. The parties agree that language in the CBA is unclear and contradictory regarding the application of the minimum credit bidding option, therefore, the parties agree to the following changes to the existing contract language:

8. B. 2.:

Minimum/Maximum Bid Options [SL-N 15]

A bidder may choose the minimum or maximum range of credit hours to be awarded for a bid period during PBS line construction. The ~~minimum~~ normal credit range will be 75 to 91 credit hours. The minimum credit range will never be less than ~~75~~ 65 hours and will never exceed 91 hours. The maximum credit range will be 91 to 110 credit hours and will never exceed 110 hours. The lowest number of minimum credit lines awarded will never be less than 5% of the domicile population.

8. & Side Letter CC

Global Option Table, # 34, ~~High/Low Bid Option~~ Minimum/Maximum Credit Bid Option:

~~High/Low Time Option. Flight Attendants desiring a low time option may elect whether to work the first or last half of the bid month. If PBS is unable to grant a low time option in either half of the month, then FA may elect to revert to a regular bid line option.~~ A Flight Attendant desiring minimum or maximum credit may elect minimum credit or maximum credit in accordance with Section 8.B.2. which may will waive some contractual restrictions. The minimum pay credit awarded will never be lower than 75 hours in conformity with line guarantee. The maximum pay credit awarded will never be higher than 110 hours.

Side Letter N, Paragraph 15:

~~Low/High Bid Options~~ Reduced Guarantee/Maximum Credit Options



- a. ~~Low Bid Option~~ Reduced Guarantee Option (referred to as “Part Time” on the pre-bid website):

The Company will offer ~~low time~~ reduced guarantee bid options when feasible. This option would allow a Flight Attendant to bid a line in the domicile not to exceed 45.5 hours. The pay guarantee for ~~low bid option~~ reduced guarantee lines will be fifty percent (50%) of the regular monthly guarantee as defined in Section 4 (Compensation) of this Agreement. If the Company offers a ~~low bid~~ reduced guarantee option in a specific domicile, it will specify the number of Flight Attendants who will be able to hold that option, and conduct a bid, based upon seniority order.

- b. ~~High Time~~ Maximum Credit Option:

A Flight Attendant may elect to bid a high time maximum line option. Lines constructed as high time maximum credit may exceed the ninety-one hour (91) cap as set forth under Section 8.B.4. of this Agreement, but in no event, will they exceed one-hundred ten (110) hours.

2. The parties further agree that (number) Flight Attendants in the DFW domicile and (number) Flight Attendants in the JFK domicile were denied pairings lines as a result of the application of the minimum credit option during the awarding of schedules in April 2015 without prior notification to the Flight Attendants. As remedy to this, each affected Flight Attendant named below will be paid and credited 16 hours above guarantee at their applicable hourly rate:

(name, EID, base - **All Employees Notified and Paid**)

3. The parties further agree to the following related amendments to the contract:

8. E. 3. c.

Award of RBLs

The number of RBL lines posted and multi-awarded shall be determined by the below provisions:

- i. Each domicile shall have a minimum of three (3) RBLs (one each of A, B and C) awarded, if bid.
- ii. A minimum of ten percent (10%), rounded up, of ~~awarded~~ projected reserve lines will be RBLs (if bid) in each domicile. ~~RBLs will be multi awarded if all three (3) RBLs are bid.~~
- iii. The number of RBL lines awarded may not exceed twenty percent (20%) of a base's total ~~awarded~~ projected reserve lines.
- iv. If insufficient Flight Attendants bid the RBLs, the un-awarded lines shall be dropped and may not be involuntarily assigned to a Flight Attendant.
- v. The percentage limitations in c.ii and iii. above may be amended by mutual agreement.



-
- vi. The minimum monthly guarantee of 75 hours in accordance with Section 4.B. shall apply to RBL lines.
4. In conformity with the MOU dated 1/30/2013 entitled "All Weekends Off Reserve Lines" the parties agree that one reserve schedule with all weekends off will be added to the published PBS bid packet. Such lines will be bid upon during the pre-bid period of the bidding time line and will be multi-awarded in accordance with paragraph 1. of the MOU mentioned above.

AGREED

ENVOY AIR, INC.

LINDA KUNZ Date
Vice President-Flight Service

ASSOCIATION OF FLIGHT
ATTENDANTS-CWA, AFL-CIO

ROBERT BARROW Date
President-Master Executive Council



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SIDELETTER – KK

SETTLEMENT AGREEMENT
Between
ENVOY AIRLINES
And the
ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO

<p>AFA Grievance # 22-99-2-44-15 (Global Me-Too, Side Letter P) AFA Grievance # 22-99-02-79-06 (Flying when No Flying Lost)</p>

In full and final settlement of the above-referenced grievances, the parties agree to the following:

1. Flying when No Flying Lost (effective DOS)
 - a. The Company may not remove or alter a Flight Attendant's awarded pairing, or pairing picked up from another Flight Attendant or Open Time, if nothing happens to any portion of that pairing (i.e. cancellation, delay or misconnect). However, if flying remains to be covered, the Company may remove or alter that trip to prevent a delay or cancellation if no other means are available to cover the impacted flying and the Company has exhausted the list of available Flight Attendants as outlined in the "Order of Assignment of Flying that Becomes Available" provision (8.N.) of the Agreement. The Company must be able to demonstrate a bona fide delay existed to alter a Flight Attendant's awarded pairing in which she/he has lost no flying.
 - b. It is understood that in the event a Flight Attendant is assigned flying under this provision, a Flight Attendant will be paid the greater of the value of her/his original pairing or the actual pairing flown in accordance with 8.F.3.a.
 - c. It is understood that in some instances there may be more than one Flight Attendant positioned to receive an assignment to altered flying. The Company will permit the senior of such Flight Attendants to accept or pass the altered assignment when there is at least thirty (30) or more minutes available prior to the scheduled departure time of the flying requiring coverage.
 - d. If the Company does change a Flight Attendant's pairing per paragraph 1.a. above, all Flight Attendants affected will receive a payment of one hundred dollars (\$100) per occurrence paid in the next month's "end-of-month" paycheck in addition to any compensation in 1.b. above. Such payment will be made in addition to any minimum monthly pay guarantees and all other premium pay as provided for in this Agreement.



- e. This provision will also apply to reserves who have been awarded a pairing on a day(s) off.
- f. In addition to the above referenced grievances, the attached list of thirty-five (35) individual grievances will also be considered resolved. Each Flight Attendant who filed one of the grievances will receive one hundred (\$100) dollars in the next pay period.

NOTE

The parties acknowledge that the \$100 override set forth above may require programming to the Company's compensation software which will cause significant delays. Unless and until such process is automated, the Company will compensate affected flight attendants via a manual process which may include Flight Attendants sending a notification to Pay Comp.

2. Lineholder Picking up Open Time: Pay for Open Time (4. F.3.)

From October 26, 2015 to January 9, 2016, the following language will apply in lieu of the current CBA language in Section 4.F.3:

A Flight Attendant who is awarded a regular line will be guaranteed one hundred and fifty percent (150%) of the greater of the scheduled or actual value of the pairing (per 4.A.1. of the Agreement), including premiums, of any pairing awarded from open time (including deadheads).

3. Reserve Picking up Open Time

From October 26, 2015 to January 9, 2016, the following language will apply in lieu of the current CBA language in Section 4.F.4:

A Reserve Flight Attendant may bid for and be awarded open time. Such Reserve Flight Attendant will receive pay and credit above guarantee as outlined in Section 4.F.1 and 4. F.3. as amended above.

4. Hotels for Training (effective November 1, 2015):

At the Flight Attendant's request, the company will provide, at no expense to the Flight Attendant, comfortable and adequate single occupancy lodging in a suitable location for a DFW-based Flight Attendant who does not have a residence within fifty (50) miles (based on AAA mileage) of the Envoy Training Center when she/he is required to overnight in DFW while attending a training event (e.g. CQ training). Hotels must conform to Section 34 of the Agreement.

5. Hotel Room in Domicile for Commuting Flight Attendants (effective November 1, 2015):

A Flight Attendant who is a commuter may request a hotel in domicile to allow her/him to commute the night before or the last night of a pairing or block of reserve days. Such consideration will be granted to a Flight Attendant who is a commuter four (4) times in a contractual month. For the purpose of this settlement, a commuter is a Flight Attendant whose address on file is greater than fifty (50) miles from her/his domicile airport. Hotels must conform to Section 34 of the CBA.



6. Parking (effective November 1, 2015):

Any Flight Attendant who transferred out of a domicile following a displacement announcement, or who was displaced out of BOS, ORD, DFW, SJU, LAX, MIA or NYC and who continues to park a vehicle at BOS, ORD, DFW, SJU, MIA, LAX or NYC, will, upon request, be reimbursed for the parking charge at the above airports up to the full amount of an employee parking pass. Additionally, any Flight Attendant displaced who, while domiciled at DFW, BOS, ORD, SJU, LAX, MIA or NYC, parked a car and continues to park a car at another airport and was fully reimbursed while domiciled at BOS, ORD, DFW, SJU, LAX, MIA, LGA or JFK, will continue to be fully reimbursed.

7. Good Faith Commuting Policy (effective November 1, 2015):

A Flight Attendant will be allowed six (6) opportunities in a rolling 12-month period so long as they meet the requirements of Section 31 of the Agreement.

The Company and association shall create a PBS Working Group to evaluate the current contractual language surrounding PBS, including credits that affect the PBS award process.

Unless otherwise specified in this Settlement Agreement, all other provisions of the Agreement remain unchanged and in force.

FOR THE ASSOCIATION:

ROBERT BARROW
President

/s/ Sara Nelson
Sara Nelson
International President

/s/ Paula Mastrangelo
Paula Mastrangelo
Senior Staff Negotiator

FOR THE COMPANY:

Linda Kunz
Vice President – Inflight Services

/s/ Chris Pappaioanou
Chris Pappaioanou
Vice President – Labor



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SIDELETTER – LL

October 29, 2015

Mr. Robert Barrow
AFA-CWA, AFL-CIO
610 S. Industrial Blvd., Suite 230
Euless TX, 76040

Re: Embraer 175 Slide Deployment

Dear Robert,

The purpose of this letter is to memorialize the conversation we had on October 29, 2015, concerning the possibility of inadvertent slide deployment on the Embraer 175 aircraft.

In case there is an inadvertent slide deployment that was caused by a Flight Attendant, it is recommended that the Flight Attendant submit an ASAP report plus any other required online reports, in addition to attending mandatory Focus training.

If this letter is consistent with your understanding of the matter, please indicate so by signing below.

Sincerely,

Linda Kunz
Vice President – Inflight Services

Date

Agreed to:

President

Date



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SIDELETTER MM – Deleted

Mid-Term Modifications of the 2012 Agreement



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SIDELETTER – NN

SETTLEMENT AGREEMENT
by and betwixt
ENVOY AIR INC.
and the
FLIGHT ATTENDANTS
in the service of
ENVOY AIR INC.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO

Section 26.1 & 32.E.2 (CERS)
AFA Grievance # 22 99 02 28 15

The following is offered in settlement of the pending grievance regarding the CERS system. In order to continue to provide AFA with notification of events that may impact flight attendants, the Company will notify AFA either via the CERS system or a Non-CERS Email Distribution system for the following events:

- Aircraft Accident;
- Flight Security Threat – Level 2, 3 or 4;
- Crew Incapacitation;
- Medical Emergency in flight;
- Employee Accidental Death;
- Severe Turbulence;
- Fire on board;
- Physical Assault of a Flight Attendant;
- Evacuation of an Aircraft;
- Decompression during flight;
- Passenger Illness in flight requiring medical assistance;
- Flight Attendant Injury on Duty – while in flight;
- Engine shutdown in flight;
- Hard landing;
- Near Midair Collision;
- In Flight Mechanical Failure resulting in a declared emergency.

Notification of the above listed events shall be made to AFA immediately, when practical, and no later than 24 hours after the incident/event. Notifications shall be provided by the following flight service management positions: Vice President Flight Service, Regional Managing Directors Flight Service.



Notifications to AFA will be made to the following representatives:

- MEC President
- MEC Vice President
- LEC Presidents
- MEC Safety, Health & Security Chair
- MEC EAP Chair

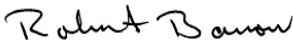
As we are setting up a new notification system, we propose to meet with AFA to receive feedback 30 days from the date that the system is active. In the meantime, we propose to hold the pending arbitration in abeyance and vest continuing subject matter jurisdiction of this grievance with Arbitrator Nicolau. Finally, as additional consideration for this settlement, the Company agrees to pay any cancellation fee associated with the cancellation of the hearing scheduled to begin on March 16, 2016.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 15th day of March, 2016.

For Envoy Air, Inc.

/s/ Chris Pappaioanou
Chris Pappaioanou
Vice President – Legal

For the Association of Flight Attendants-CWA


Robert Barrow
MEC President

/s/ John Morse
John H. Morse III, Esq.
Senior Attorney



SIDELETTER OO – Deleted

Uniform Conversion to Cash Value





SIDELETTER PP – Deleted

Union Security and Dues Check-Off





SIDELETTER – QQ

April 11, 2013

Robert Barrow
MEC President
Association of Flight Attendants, AFL-CIO
610 South Industrial Blvd, Suite 230
Euless, TX

Re: TTOT

Dear Mr. Barrow:

This letter will confirm our understanding that in the event, Envoy Air replaces the current Flight Attendant Trip Trade with Open Time System, Envoy Air will partner with the Association of Flight Attendants in the selection and implementation of the new system. It is understood that the Company and the Association will meet to form a committee which will have equivalent jurisdiction as the current PBS selection and implementation process.

Linda Kunz
Vice President Flight Services
Envoy Air, Inc.



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SIDELETTER – RR

November 3, 2015

Ms. Amanda Miller
610 S. Industrial Blvd
Suite 230
Euless, TX 76040

Re: MEC: Section 32. G
AFA Grievance Number # 22-99-02-80-15

Dear Amanda:

A hearing was held on October 29th regarding the above referenced grievance. After much discussion regarding a recent event, I have come to the conclusion that, unfortunately, there was a serious lack of communication between Envoy departments and local law enforcement. I want to assure you that Envoy recognizes the seriousness of Critical Incident Events and is committed to caring for all Flight Attendants involved in such incidents. We will continue to strive to provide appropriate assistance to our Flight Attendants in a timely manner.

Sincerely,

Linda Kunz
Vice President Flight Service

CC: Matt Bartle
John Morse, Esq.
Renaë Clemens
Robert Barrow



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SIDELETTER – SS

November 4, 2015

Ms. Amanda Miller
610 S. Industrial Blvd
Suite 230
Euless, TX 76040

**Re: MEC: Side Letter N and Section 8.6.a.b.
AFA Grievance Number: 22-99-02-57-15**

Dear Amanda:

A hearing was held regarding the above referenced grievance on August 28th, 2015. A discussion was held with company members of the JPBSC. Side Letter N and provisions in 8.6.a.b. were reviewed. The importance of joint communications and acceptance of AFA input was stressed. Company committee members have committed to enhance communications with AFA committee members. If you have any further questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Linda M. Kunz".

Linda Kunz
Vice President Flight Service

cc: Matt Bartle
Richard Wrede, Esq.
Renaë Clemens



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SIDELETTER – TT

November 4, 2015

Ms. Amanda Miller
610 S. Industrial Blvd
Suite 230
Euless, TX 76040

Re: MEC: Section 8.T.1.c
AFA Grievance Number # 22-99-02-59-15

Dear Amanda:

A hearing was held regarding the above referenced grievance on August 28th, 2015. A discussion was held with the Director of Crew Planning outlining the provisions in Section 8.T.1.c. of the Collective Bargaining Agreement. The crew planning department has recommitted to following those provisions.

Sincerely,

A handwritten signature in cursive script that reads "Linda M. Kunz".

Linda Kunz
Vice President Flight Service

cc: Matt Bartle
John Morse
Renaë Clemens



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SIDELETTER – UU

LETTER OF AGREEMENT
between
ENVOY AIR INC.
and the
FLIGHT ATTENDANTS
in the service of
ENVOY AIR, INC.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

PBS “Make Whole” Provision

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor act, as amended, betwixt and between ENVOY AIR INC. (hereinafter referred to as the “Company”), and the Flight Attendants in the service of ENVOY AIR INC. as represented by the Association of Flight Attendants–CWA, AFL-CIO (hereinafter referred to as the “Union”).

WHEREAS the Company and the Union have reached consensual agreement upon a Collective Bargaining Agreement (hereinafter referred to as the “Agreement”);

NOW THEREFORE, the parties agree as follows:

- A. It is understood that, upon implementation of the Preferential Bidding System (PBS), Flight Attendants who, through no fault of their own, are incorrectly awarded a line of flying or a line of Reserve availability, or who receive no line award at all due to human error by the PBS administrators or due to a system malfunction or erroneous setting, will be 'made whole' through:
1. Adding any pairings available in open time to their monthly schedule, according to their preferences and respecting their seniority. To the extent that sufficient pairings do not exist to build a full line, a Flight Attendant will be fully pay protected in accordance with Section 4 of this Agreement. Such pay and credit will be applied to a Flight Attendant's benefits calculation as found in Section 20 of the Agreement.
 2. Determination of a PBS non-award will be made solely by the Joint PBS Committee.



IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 31st day of January 2016.

For Envoy Air Inc.

Handwritten signature of Linda Kunz in black ink.

Linda Kunz
Vice President – Flight Service

For the Association of Flight Attendants – CWA

Handwritten signature of Robert Barrow in black ink.

Robert Barrow
MEC President

/s/ John Morse

John Morse
Staff Attorney



SIDELETTER – VV

SETTLEMENT AGREEMENT

by and between

ENVOY AIR, INC.

and the

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

AFA Grievance # 22-99-2-22-12

The parties have met and agree to resolve the above-referenced grievance, as follows:

1. A Flight Attendant who suffers an injury on duty will be placed on an IOD leave of absence.
2. The Company will not consider an IOD Leave (in accordance with Section 35. F.2.) to be simultaneous with a Medical Leave of Absence (in accordance with Section 18.D.), should the Flight Attendant be placed on a Medical Leave of Absence during or immediately after her/his IOD Leave of Absence.
3. While this settlement is entered on a non-precedent, non-referral basis, it is understood that in the future if a Flight Attendant on an IOD leave reaches maximum medical improvement of five years duration on IOD leave (whichever occurs first) but cannot obtain an unrestricted clearance to return to work, such incident will be examined on a case by case basis. It is anticipated that such incident will be processed in accordance with the settlement outlined in this document.

AGREED

Envoy Air, Inc.

**ASSOCIATION OF FLIGHT
ATTENDANTS-CWA, AFL-CIO**

/s/ Amanda Miller

LINDA KUNZ Date
Vice President-Flight Service

Amanda Miller Date
Chair-MEC Grievance Committee



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Distance Learning/Computer Based Training (CBT) Pay
AFA Grievance # 22 99 03 32 15





SIDELETTER XX – Deleted

AFA Grievance # 22-58-2-17-13





SIDELETTER YY – Deleted

Late Reserve Assignments
AFA Grievance # 22-59-2-74-14
AFA Grievance # 22-52-2-79-14



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SIDELETTER – ZZ

September 30, 2014

Amanda Miller
Association of Flight Attendants
610 S. Industrial Blvd., Suite 230
Euless TX, 76040

Re: Side Letter N Implementation of PBS
Grievance # 22-99-02-61-14

Dear Amanda,

The above referenced grievance was received by this office on September 26th, 2014. As discussed this morning, Envoy is committed to consulting with the AFA JPBS on all significant matters regarding PBS and future enhancements prior to making decisions for implementation.

A handwritten signature in cursive script that reads "Linda Kunz".

Linda Kunz
Vice President Flight Service

cc: Matt Bartle
Richard Wrede, Esq. – AFA Legal Department
Debbie Lynch – AFA Legal Department



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SIDELETTER – AAA

October 23, 2017

Ms. Amanda Miller
610 S. Industrial Blvd.
Suite 230
Euless TX, 76040

**Re: MEC: Probation and Seniority
Section 13.A and Section 14.A.2
AFA Grievance Number: 22-99-02-34-17**

Dear Amanda:

A hearing regarding the above grievance was held on October 12th. After a lengthy discussion concerning probation and occupational dates, it has been decided that beginning with class 1717, the occupational date listed for all flight attendants will be the date of graduation, or when they actually complete the FAA required Flight Attendant training program. Probation, as it is today, will be based on their occupational seniority date. I believe that this action should eliminate confusion among the flight attendants.

Sincerely,

Linda Kunz
Vice President Flight Service

cc: Matt Bartle
John Morse, Esq.
Renae Clemens
Robert Barrow



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SIDELETTER – BBB

SETTLEMENT AGREEMENT

Between
ENVOY AIR, INC.
and the
Flight Attendants
As represented by

The ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

AFA Grievance # 22-99-02-17-17 (Medical Leave Recertification)
--

As settlement of the above-referenced grievance, Envoy Air, Inc. (“Company”) agrees to the following modifications to the Company’s current medical leave recertification practice as it applies to the Company’s Flight Attendants, as represented by the Association of Flight Attendants – CWA, AFL-CIO (“Union”). This settlement shall have no effect on the Company’s medical leave recertification process for any employees other than its Flight Attendants. In addition, nothing in this settlement shall affect the Company’s rights under Section 11.D of the Collective Bargaining Agreement.

A. For diagnoses of a non-terminal nature:

1. If the doctor’s note provided by the Flight Attendant does not contain an anticipated duration for the leave, the Company may require recertification every ninety (90) calendar days.
2. If the doctor’s note provided by the Flight Attendant has an initial anticipated duration of less than one hundred eighty (180) calendar days, the Company may not require recertification unless the anticipated duration is later extended beyond one hundred eighty (180) calendar days, in which case paragraph 3, below, shall apply.
3. If the doctor’s note provided by the Flight Attendant has an initial anticipated duration of more than one hundred eighty (180) calendar days, the Company may require recertification after one hundred eighty (180) calendar days and every six (6) months thereafter.

B. For diagnoses of a terminal nature:

1. In the event that a physician diagnoses a Flight Attendant as having a disease that the doctor believes is terminal, the Flight Attendant shall not have to provide any subsequent recertification, unless the Flight Attendant is subsequently able to return to work.



FOR ENVOY AIR, INC.

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

/s/ Chris Pappaiaonou
Chris Pappaiaonou
Vice President – Legal

Robert Barrow April 23, 2018
ROBERT BARROW Date
MEC President



SIDELETTER – CCC

LETTER OF AGREEMENT
between
ENVOY AIR, INC.
and the
FLIGHT ATTENDANTS
in the service of
ENVOY AIR INC.,
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Monthly Special Assignment

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between ENVOY AIR INC., (“the Company”) and the Flight Attendants in the service of ENVOY AIR INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO (“the Association”), with both the Company and Association referred to as “the parties”.

The following will set forth the compensation structure of Flight Attendants performing Special Assignment duties under the terms of the Flight Attendant Agreement:

1. This Letter of Agreement shall apply to Flight Attendants scheduled to serve in a Special Assignment capacity for a contractual bid month. The Manager of the department shall determine such duties and work schedule.
2. Flight Attendants covered under this Letter of Agreement shall be removed from monthly bidding in the Navtech Preferential Bidding System (“PBS”) during the affected month(s) as INACTIVE. Those who will return to active status must inform the Administrative Manager by the 8th of the month for the following contractual bid month. A Flight Attendant on Special Assignment duties may elect to have PBS determine their hours for pay purposes. Those who elect PBS to determine their hours will not have the ability to protest their award except in the case of computer system error.
3. Flight Attendants performing Special Assignment duties on an intermittent basis are not covered under this Letter of Agreement and shall continue to be compensated as outlined under Section 4.1 of the Agreement.



4. Flight Attendants covered under this Letter of Agreement shall be paid at their hourly rate of pay as outlined under Section 4.A. of the Agreement.
5. The numbers of hours and amount of per diem to be paid to Flight Attendants covered under this Letter of Agreement shall be based on their Occupational Seniority in accordance with the chart below.

Occupational Seniority	Hours of Pay	Hours of Per Diem
0 - 5 Years	90 Hours	275
6 - 10 Years	95 Hours	275
11 - 15 Years	100 Hours	300
16 - 20 Years	105 Hours	300
21 + Years	110 Hours	350

6. Compensation, as set forth above, shall be considered as “pay protected” in the event a Flight Attendant shall be absent from Special Duty due to vacation, training, paid sick or other absence that would otherwise be credited towards a monthly guarantee for a Flight Attendant holding a line of flying or on reserve.
7. Flight Attendants covered under this Letter of Agreement shall see their compensation reduced by 3:45 hours per day of an absence without credit toward a monthly guarantee (such as unpaid sick, Move Days, Unauthorized Absence, etc.) for a Flight Attendant holding a line of flying or on reserve.
8. Flight Attendants covered under this Letter of Agreement shall have the ability to request and fly hours of Open Time. Such hours flown shall be paid in addition to hours earned while serving in a Special Assignment capacity.
9. Flight Attendants covered under this Letter of Agreement shall be subject to the Attendance Control Policy. Consecutive days missed under the policy shall count as (1) point just as though a Flight Attendant holding a line of flying or on reserve had called out sick for more than one consecutive duty period for less than (14) days. Flight Attendants covered under this Letter of Agreement shall be granted the opportunity to reduce (2) point occurrences (such as absences extending beyond (14) days or occurring during critical periods) to (1) point with a note from a doctor.



IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this 13th day of March 2018.

For The Association
AFA – CWA, AFL-CIO

For The
Company

Robert Barrow

Linda M. Kunz

Robert Barrow, MEC President

Linda Kunz - VP, Flight Service



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SIDELETTER DDD – Deleted

Badge Scanning Letter





SIDELETTER EEE – Deleted

Sick Bank Payout LOA





SIDELETTER – FFF

LETTER OF AGREEMENT
between
ENVOY AIR, INC.
and the
FLIGHT ATTENDANTS
in the service of
ENVOY AIR, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS - CWA

FATIGUE REVIEW BOARD (FRB)

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Section 6 of the Railway Labor Act, as amended, by and between Envoy Air Inc. (hereinafter referred to as “the Company”) and the Flight Attendants in the service of Envoy Air Inc. as represented by the Association of Flight Attendants - CWA (hereinafter referred to as “the Union” or “AFA”).

WHEREAS, the Company and the Union are mutually committed to a cooperative, remedial and non-punitive approach to air safety; and

WHEREAS, to that end, the Company and the Union desire to participate jointly in a Fatigue Risk Management Plan (FRMP), submitted to the Administrator of the Federal Aviation Administration; and

WHEREAS, the Company and the Union desire to clarify and incorporate into the FRB certain policies and procedures related to Fatigue Policy.

NOW, THEREFORE, it is mutually agreed by and between the parties to this Letter of Agreement that Section 26.M. shall be replaced by the following:

A. FATIGUE SUBMISSIONS

1. A Flight Attendant who makes a submission to the Fatigue Risk Management Program (FRMP) and has her/his report accepted into the Program by the Fatigue Review Committee (FRC), will have the ability to contact PayComp and use vacation and/or sick leave to be paid for the time lost due to the fatigue call. A Flight Attendant does not have to “check” the appropriate box to have the fatigue report forwarded to the Fatigue Review Board (FRB) in order to utilize this provision.



2. If a Flight Attendant submits a fatigue report to the FRMP, and “checks” the appropriate box to have the fatigue report forwarded to the FRB, it will be forwarded to the FRB for consideration of pay status if the Flight attendant checks the box on the fatigue report form.
3. The FRC members will strive to reach consensus on the categorization of each fatigue report submission in accordance with the FRMP document. If consensus is not reached, the report will be handled in accordance with the FRMP.

B. FATIGUE REVIEW BOARD

The Fatigue Review Board (FRB) will consist of one member of Flight Service Management designated by the V.P. of Flight Service and one AFA representative designated by the MEC President. The parties will conduct an FRB at least once quarterly, or more frequently as necessary, to address cases on its agenda. The FRB will evaluate pay and/or attendance points associated with each event.

1. A Flight Attendant who declares herself/himself fatigued while on duty will be immediately removed from duty and put into rest for a minimum of ten (10) hours not inclusive of travel time to the place of rest. If the Company returns the Flight Attendant to a hotel, the cost of the hotel will be absorbed by the Company. She/he will not be credited or paid for the portion of the sequence that she/he does not operate due to fatigue except as provided below.
2. The FRB shall consider the individual circumstances of each fatigue report submitted to it for purposes of assessing pay. Reports that are accepted by the FRC will not be assessed an attendance occurrence. Whenever the circumstances warrant, the FRB will be authorized to remove the fatigue call from the Flight Attendant's absence record (HI-10) and all related employment records. The FRB shall be authorized to direct that:
 - a. The Company pay the Flight Attendant for the assignment for which she/he reported fatigued; or
 - b. If the removal is unpaid, the Flight Attendant, at her/his option, may be paid from her/his sick bank the value of the flying from which she/he was removed.
3. All decisions of the FRB will be in writing and signed by both members. All decisions of the FRB will be final and binding on the Association, the Company, and the Flight Attendant.
4. If the FRB deadlocks or fails to render a decision, the Company's decision will be subject to the grievance procedure.



C. FATIGUE REMEDIAL ACTION

1. It is understood that any remedial action or coaching/skill enhancement sessions recommended in the pursuit of fatigue mitigation shall be considered Focus Training.
2. Each and every remedial action and/or coaching/skill enhancement session shall be treated as learning tools for the Flight Attendant, and these recommended coaching/skill enhancement sessions shall not be considered tests or checks of skills relevant to pass/fail criteria or outcomes.
3. The appropriate removal and pay codes will be agreed to by the Company and the Union.

D. FLIGHT PAY LOSS

1. The AFA FRC, FRC alternate, and FRB members involved in the FRMP shall be removed with applicable Company flight pay loss (SA or its equivalent) from all or a portion of her/his scheduled trip pairing(s) while functioning in this capacity. The Company will remove Flight Attendants only from the trip pairing(s) or portions thereof necessary to travel for and participate in required FRMP activities. All requests for flight pay loss should be directed to the Company's FRB or FRC representatives.

E. TRAVEL

1. The Company will provide 'positive space' 'A-12' passes or business travel passes, in accordance with the Company's then current travel policy, to the Association's members of the FRC in order to facilitate travel to and from FRC meetings, as well as related activities approved by the Company. Business passes will be provided on American Airlines flights. Travel will commence and terminate at locations designated by the Association's FRC Team Members, limited to the Continental U.S. or to the airport closest to the designated Team Member's actual residence. Requests will be directed to the Company's FRB or FRC representatives.

F. NASA ASRS REPORTING

1. Participation in the FRMP program should allow for participation in the NASA Aviation Safety Reporting System (ASRS), as described in FAA Advisory Circular 00-46, as amended. Upon receipt of an FRMP report from a Flight Attendant, the Company's Safety Department will immediately forward a copy of the report to NASA for inclusion in ASRS. The Company's Safety Department assumes the responsibility of fulfilling the ten-day ASRS reporting requirement. This Letter of Agreement shall be implemented when it has been signed by all



parties and shall continue to run concurrently with the Flight Attendants' Basic Agreement unless changed in accordance with the Railway Labor Act.

- G. It is understood and agreed that the FRMP will not contain any procedure or step that will require a Flight Attendant to waive the contractual right to grieve an action taken by the Company. If any term or provision of this Letter of Agreement (LOA) becomes out of compliance with Federal Aviation Administration (FAA) regulations governing the Fatigue Risk Management Program, the FAA regulation(s) will supersede the specific provision contained in this LOA that is in conflict. Such invalid term or provision will not invalidate the remaining portions of this LOA, and they will remain in full force and effect.

The parties hereto have signed this Letter of Agreement on this ____ day of October, 2020.

FOR ASSOCIATION OF FLIGHT ATTENDANTS

FOR ENVOY AIR INC:

Sara Nelson, International President

Linda Kunz, Vice President Inflight

Robert Barrow, MEC President

Paula Mastrangelo, Sr. Staff Negotiator



FATIGUE RISK MANAGEMENT
PROGRAM FOR
FLIGHT ATTENDANTS



RECORD OF REVISIONS

Revision	Date	Revision	Date
00	01 Mar 20		



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1. GENERAL:

Envoy Air Inc., (Company) is operated under Title 14 CFR, Parts 119.21, 121, and 117 engaged in Scheduled Air Carrier Operations. The Flight Attendants are represented by the Association of Flight Attendants-CWA (AFA).

2. PURPOSE:

Envoy is committed to improving flight safety by reducing fatigue. Each party has determined that safety will be enhanced if there were a systematic approach to properly identify and correct fatigue hazards. The primary purpose of the Fatigue Risk Management Program (FRMP) is to identify fatigue hazards, and to implement corrective measures to improve system safety. In order to facilitate safety analysis and corrective action, Envoy has implemented an FRMP for Flight Attendants, which is intended to improve safety through self-reporting, cooperative follow-up, and appropriate corrective action. This Fatigue Risk Management Program (FRMP) describes the provisions of the program.

3. METHODOLOGY:

This Fatigue Risk Management Program (FRMP) is based on well-established peer-reviewed scientific research on sleep, alertness, circadian and fatigue physiology, and utilizes a data-driven process to assess fatigue risk, evaluate potential fatigue countermeasures and to assess overall fatigue management. Envoy will use fatigue risk assessment and countermeasure tools to determine root cause, measure, assess and mitigate the risks associated with aircrew fatigue at five critical levels of risk:

- A. Education and Training
- B. Workplace Environment
- C. Monitoring of Fatigue-Related Behavior
- D. Fatigue Risk Analysis of Fatigue Reports, Errors and Deviations
- E. Fatigue Risk Analysis of Incidents and Injuries

4. JUST CULTURE:

Envoy is committed to proactively measure, mitigate and manage the risks associated with fatigue. Through the FRMP, the Company will provide a mechanism by which appropriate measures, supporting procedures and training, to ensure employees are not subjected to unacceptable levels of work related fatigue. Employees have an obligation to minimize fatigue so that they must report to work fit for duty, and shall not perform any duty if they consider their fatigue level to be unsafe. Envoy will ensure that employees



who report excessive fatigues will be protected individually, confidentially and treated in a non-punitive manner, in accordance with Envoy's just reporting culture.

The non-punitive nature of these reports is subject to limitations that exclude the following:

- A. Must not involve intentional disregard for safety
- B. Must not involve intentional violations of regulations
- C. Must not involve criminal activity
- D. Must not involve substance abuse
- E. Must have been intentionally falsified

Information revealing the identity of any employee, who files any Fatigue Report, will not be disclosed to an outside party, unless agreed to by the employee, or required by law.

5. SAFETY MANAGEMENT SYSTEM / OPEN REPORTING POLICY:

An open reporting policy stems from Envoy's Safety Management System, SMS. An SMS is an organization-wide comprehensive and preventive approach to managing safety. An SMS includes a safety policy, formal methods for identifying hazards and mitigating risk, and promotion of a positive safety culture. An SMS also provides assurance of the overall safety performance of our organization. An SMS was designed and developed by Envoy, and is integrated into our existing operations and Fatigue processes. The SMS assists Envoy's leadership, management teams, and employees in making effective and informed safety decisions.

The open involvement of every flight crew member to participate in the Company's various safety-related programs is encouraged. The accuracy and reliability of fatigue-related data and the identification of root causes of fatigue impairment depends on the participation and candor of individual flight crew members. Thus, reporting of personal information by aircrew concerning their personal sleep patterns and fatigue levels and any potential contributory causes of their personal fatigue, will be protected by individual confidentiality and treated in a non-punitive manner. This information will be gathered through a stand-alone web-based system to enhance the analysis process and to aid in ensuring this information is handled appropriately.

6. BENEFITS:

The program will foster a cooperative, non-punitive environment for the open reporting of fatigue events. Through such reporting, all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop corrective action to help alleviate, or if possible, eliminate the causes of fatigue.



7. APPLICABILITY:

The FRMP applies to all Flight Attendants employed of Envoy Air Inc.

The FRMP does not cover fatigue calls to a required Training Event or Deadhead Flights to a Rest Period.

8. RESPONSIBILITY:

Mitigating fatigue risk is the joint responsibility of both Company management and individual Flight Attendants. The Company is responsible for scheduling crewmembers in compliance with Federal Aviation Regulations pertaining to Flight Duty Time Limitations. The Company is also responsible for providing the opportunity for adequate rest as well as a means for Flight Attendants to remove themselves from duty when adequate rest was not possible or when fatigue will negatively affect their performance.

9. SCOPE AND OBJECTIVES:

Flight Attendant fatigue risk is an ever-present challenge in flight operations. Envoy is committed to manage and mitigate effectively to protect the safety and health of our employees and customers.

Mitigating Flight Attendant fatigue is the primary goal of our Safety Management Systems by identifying potential risk. Identifying risk is a joint responsibility of every manager responsible for functions that impact Flight Attendant fatigue, and every Flight Attendant. To address this risk, Envoy will develop, and maintain through a continuous improvement process, a comprehensive Fatigue Risk Management Program (FRMP) for Flight Attendants, that is designed to help ensure that all Flight Attendants are alert and fit for duty.

10. POLICY AND PROCEDURES ADEQUATE TO MANAGE/MITIGATE:

The accuracy and reliability of fatigue-related data and the identification of root causes of fatigue impairment depends on the participation and candor of individual Flight Attendants. Thus, reporting of personal information by Flight Attendants concerning their personal sleep patterns and fatigue levels, and any potential contributory causes of their personal fatigue, will be protected by individual confidentiality and treated in a non-punitive manner. This information will be gathered through a stand-alone web-based system (WBAT, Intelx, or other electronic database) with relative categories to enhance the analysis process.

The effectiveness of the FRMP depends on an ongoing commitment by Envoy and Envoy's Safety Management System, to progressively implement and continuously improve the FRMP. The Company's policy letter on Flight Attendant Fatigue and an explanation of this program's process will be



incorporated in the Envoy Inflight Procedures Manual for review by each Flight Attendant. A Fatigue Review Committee (FRC) will convene no less than once per quarter (holidays permitting), more often if necessary, to discuss and review the data for analysis. Appropriate recommendations will be made to management regarding any concerns or issues. While the overall responsibility of the Flight Risk Management Program (FRMP) resides with the Vice President Safety, Security & Environmental (14 CFR, 119.65 Director of Safety), the authority to maintain the program in accordance with this Program is given to the Manager Flight Safety.

Envoy has determined that safety would be enhanced if there were a systematic program that gathers the data, analyzes the trends and strives to eliminate or mitigate, to acceptable levels, Flight Attendant fatigue. The primary purpose of the program is to reduce the risks of Flight Attendant fatigue and improve alertness through the implementation of Safety Risk Management and Safety Assurance, key elements of our Safety Management Systems. Utilizing the tools and procedures outlined within this document, and the Safety Manual will assist in ensuring an overall safer airline system.

11. FATIGUE REPORTING SYSTEM:

The fitness for duty of any person in a critical safety sensitive position at Envoy is ultimately the responsibility of the individual, their peers, and their supervisors. Flight Attendants must use the self-assessment tools learned in both initial and recurrent training to determine their individual fitness for duty.

In addition, all flight crew members are responsible for monitoring others they are working with for signs of impairment due to fatigue. Supervisors must understand and take appropriate measures to assess, report, and mitigate fatigue in all flight crew members. The Company recognizes the dangers associated with Flight Attendant fatigue and will not permit pressure to accept or continue an assignment, or impose adverse consequences or repercussions when a Flight Attendant removes himself or herself from duty due to fatigue, unless a pattern of abuse is determined.

Reporting of personal information by Flight Attendants concerning their personal sleep patterns and fatigue levels, and any contributory causes of their personal fatigue, is imperative and is protected by individual confidentiality within this FRMP process.

12. REPORT AND DATA COLLECTION USED FOR DEVELOPMENT OF NEW FATIGUE STRATEGIES:

A process for reviewing and analyzing the fatigue data will be consistently conducted and evaluated for any new and amended strategies that could mitigate Flight Attendant fatigue.



13. FRMP DURATION:

The FRMP is a continuing program at Envoy.

14. FATIGUE REVIEW COMMITTEE (FRC):

The FRC will be comprised of three members, two of whom shall be Company representatives (one each from Inflight Management and the Safety Departments) and one of whom shall be an AFA Safety Committee representative. The Director of System Safety, or his proxy, participates as the FRC Lead for administrative purposes and may also act as the Safety Department representative.

Members of the FRC may designate other members from their respective department or committee to serve as a proxy in their absence. Additionally, the FRC may consult with mutually agreed upon Subject Matter Experts (SMEs) to aid in the analysis of fatigue reports.

All three members (or their proxy) must be present to conduct an FRC meeting. Meetings will be conducted face-to-face and in a location mutually agreed upon by all parties. Conference call or teleconferencing shall only be permitted in mutually agreed upon situations. A mutually agreeable teleconference product shall be used for all teleconferences.

- a. **Consensus of the FRC.** The success of an FRMP is built on the ability of the FRC to achieve consensus on each event that is reported. Consensus of the FRC means the voluntary agreement of all representatives of the FRC.
The FRC shall reach a consensus when deciding whether a report is accepted into the program and when deciding on corrective action recommendations arising from the event. It does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of safety. In order for this concept to work effectively, the FRC representatives must be empowered to make decisions within the context of the discussions on a given report. Senior management, supervisors, nor AFA should preempt their respective FRC representative's decision-making discretion for a reported event.
- b. **Fatigue Database Access.** Access to the safety reporting system, allowing for viewing of submitted Fatigue Reports, shall only be available to FRC members, Fatigue Analysts, and pertinent Safety Department personnel.



15. FRC MEETINGS:

The FRC will meet at least once per quarter. The frequency of meetings may be increased due to demand and will be coordinated by the Director of System Safety. Meeting functions will include root cause analysis, report categorization, trend analysis, corrective actions, and recommendations. The Director of System Safety, in consultation with the other FRC members, will coordinate the time and place of the meetings.

16. FATIGUE REPORTING:

A Flight Attendant shall immediately inform Crew Scheduling should they reach a level of fatigue, or believe they will reach a level of fatigue that would prohibit the accomplishment of a duty assignment, or portion thereof.

Flight Attendants shall work with Crew Scheduling to find alternative assignments if practical. Fatigue may be realized through self-assessment or that of a fellow Flight Crewmember. Recognizing useful rest as the only remedy for fatigue, Crew Scheduling shall immediately release the Flight Attendant from subsequent duty obligations to the point necessary for the Flight Attendant to recover from fatigue. Total rest duration for a fatigue related event will be 10 hours.

Each time a Flight Attendant calls off fatigued, they must submit a Fatigue Report, with sufficient detail, via the reporting system. The report must be completed within the greater of the two following time constraints:

- A. **72** hours from the time the fatigue event was reported to Crew Scheduling.
- B. **48** hours after the conclusion of a trip pairing into a day off, in the base in which the pairing began.

17. EXCLUSION CRITERIA:

Reports of events involving criminal activity, substance abuse, controlled substances, alcohol, intentional falsification, or willful misconduct shall be excluded. Additionally, any report that does not meet the reporting timeline criteria or is the direct result of crewmember or immediate family member illness/injury shall be excluded. Physical symptoms of fatigue shall be considered before exclusion. The FRC may accept reports beyond the filing timeline due to extenuating circumstances.

The report will be audited for causal factors, a response will be issued to the submitter, and Corrective Actions may be recommended based on the report.

No submitter narratives or recommendations by the FRC involved in the fatigue analysis review process may be used in whole or in part in any disciplinary process or proceeding, or referenced in any counseling or



employment record, not outlined in this agreement. Information exclusively contained in a fatigue report, including all correspondence via the safety reporting system, may not be used in any manner injurious to the submitter, outside of the FRMP.

18. FRC DUTIES & RESPONSIBILITIES:

All relevant information to the event including but not limited to scheduled trip sequence, revised sequence(s), delays, duty lengths, rest periods, commuting and communications is gathered and reviewed by the FRC as applicable. The FRC Lead will be ultimately responsible for ensuring access to and documenting all pertinent information to the event. Further, the FRC investigates actions of the Flight Attendant to obtain rest, subjective and objective evidence of fatigue, relevant health, or medical conditions, specific actions related to the incident, and communications regarding the event. This information is collected through written departmental requests, audio recordings, SABRE/FOS, Flight Attendant interviews, or other pertinent sources. All information will be read and evaluated for fatigue related factors by the committee. The FRC will then determine through consensus the primary root cause and categorize the event as described below. The FRC will audit the Contributing Factors for each report and document these via the safety reporting system software. The FRC shall provide written feedback to the submitter for all events.

The FRC will review all actions and decide on a final outcome. This may involve peer counseling, additional training, fatigue mitigation strategies, medical evaluation, or no action. The FRC will conduct a quarterly review of aggregate data and mitigations. This review will include trending of reports, report categorization, and top causal factors. The FRC may make Corrective Action Recommendations based off aggregate data information.

19. MEDICAL EVALUATION:

Certain conditions are inherently not easily identified through reporting alone. These conditions can manifest themselves in such a way only professional advice, evaluation or services can assist. Should the FRC, through consensus, feel additional services are needed, the FRC may refer an individual Flight Attendant to a person or group. Information obtained from professionals outside of the FRC may be shared with the FRC but will be held to the same confidentiality standards as the reports themselves.

Compliance with, or failure to comply, with recommendations or corrective actions of the FRC will be taken into consideration by the FRC when determining whether or not a pattern of abuse exists.



20. FATIGUE REPORT CATEGORIZATION:

The FRC will categorize each fatigue report into one of the following general categories based on primary root cause analysis:

A. Operational/Company

- 1 **Operational** - Operationally Induced reports are those that occur due to factors outside the control of both the Company and the individual (e.g. weather, ATC). Reports will be categorized as Operational if the FRC determines there was no action the Company or the crewmember could have reasonably done to prevent the fatigue event.
- 2 **Company** - Company-induced events are those in which the actions or inactions of the Company were a primary factor in inducing the event. Reports will be categorized as Company Induced when the FRC determines that a reasonable action could have been taken by the Company to prevent the event.

B. **Personal Controllable** - Personal controllable events are those in which the actions or inactions of the individual were a primary factor in inducing the event.

C. **Personal Uncontrollable** - Personal Uncontrollable events are those in which the primary causal factor could not be planned for, predicted, or prevented by the submitter and occurred while off-duty. These fatigue events could be environmental in nature and shall not penalize the Flight Attendants.

21. FRC RECOMMENDATIONS:

The FRC will provide written feedback to all fatigue report submitters. The FRC will strive to reach consensus on the categorization of each reported event, how that event should be addressed, and any recommended corrective action(s) to be taken. The FRC makes recommendations to the FRMP Program Manager. The Program Manager will be responsible to contact the appropriate department heads for corrective actions related to specific and systemic issues. Such FRC recommendations may include, but shall not be limited to matters, related to fatigue educational material and training, pairing and line construction, Crew Scheduling or Crew Planning practices, hotel changes, and crewmember counseling.

22. CORRECTIVE ACTIONS:

The FRC shall document Corrective Actions for tracking and trending purposes. This may be done through the safety reporting system (Intelix, WBAT, or other electronic database) or alternate means as appropriate.



Each meeting should include a review of any open Corrective Actions as well as status updates on any Corrective Action(s) closed since the previous meeting.

23. FLIGHT ATTENDANT POSITIONING:

When a Flight Attendant calls in fatigued, the Company has the option to dead head him/her in order to position them for their next assignment. The deadhead shall be no more than a single leg and must depart within 2 hours of the fatigue call. If the Flight Attendant requests, the deadhead flight may depart more than 2 hours after the fatigue call. If the Flight Attendant insists they are too fatigued they will be put to rest immediately. This should be extremely rare and thoroughly explained in their fatigue report.

24. FLIGHT TIME & DUTY LIMITATIONS:

- A. **Block Hour Limits:** Will be in accordance with current Collective Bargaining Agreement or Federal Regulations
- B. **Duty Time Limitations:** Will be scheduled in accordance with the current Collective Bargaining Agreement or Federal Regulations
- C. **Work Day/Week Limitations:** Will be in accordance with the current Collective Bargaining Agreement or Federal Regulations

25. FLIGHT ATTENDANT IDENTIFICATION AND CONTACT:

The AFA FRC representative(s) will be responsible for the initial discussion of the fatigue event with the submitter when necessary. As a result of this discussion, or after further FRC discussion, the Flight Attendant may be requested to attend an FRC de-briefing.

If the FRC deems the narrative of the report would reveal HIPPA or personal privacy information those statements will be redacted before sharing.

26. ATTENDANCE AND DEPENDABILITY:

Fatigue reports categorized by the FRC as Operational/Company, or Personal Uncontrollable will not be considered to be an Attendance and/or Dependability event or occurrence. If the FRC determines the primary cause of a report is due to crewmember/immediate family health or illness the report will be excluded from the fatigue program. Excluded events will be directed to the Inflight Management Office for processing.

The result of any FRC investigation and finding resulting in a Fatigue (NF) being placed, or remaining, on the Flight Attendants schedule shall not be considered an attendance occurrence. Envoy is dedicated to the continued success of the airline, and is only possible through the commitment to safety and established trust of the airline's employees.



27. FRC DISPUTES:

Should the FRC fail to obtain a consensus on any matter, the report may be tabled for further discussion at the next meeting. If resolution is not attained, the report will be forwarded to the Director of System Safety who will determine the outcome. It should be noted that occasions in which the FRC fail to reach consensus are expected to be extraordinarily rare.

28. FATIGUE EDUCATION AND AWARENESS TRAINING PROGRAM:

The Fatigue Education and Awareness Training Program will be an educational program that provides the foundation of managing and mitigating fatigue. This program must be completed by each Flight Attendant every 12 months and should be incorporated into recurrent ground school (where possible).

The program will include the following subject areas:

- A. Basics of fatigue including sleep fundamentals and circadian rhythms
- B. Causes and awareness of fatigue
- C. Effects of fatigue relative to performance
- D. Fatigue countermeasures, prevention, and mitigation
- E. The influence of lifestyle including nutrition, exercise, and family life, on fatigue
- F. Familiarity with sleep disorders
- G. The effects of fatigue as a result of commuting
- H. Responsibility for ensuring adequate rest and fitness for duty
- I. The effects of operating through multiple time zones

29. THIRD PARTY FATIGUE CALL

In keeping with the spirit and intent of the Company's position on the safety of the overall flight operation, the FRMP has a process for any employee to report a fatigue concern involving any flight crew member. This process provides for fellow flight crew members to report their concerns as well as other managers or employees directly involved with the operation of the flight.

In cases where any flight crewmember, or other employee directly connected to the flight operation, has reasonable cause to believe that a flight crew member's duties may be impaired due to possible fatigue it is the responsibility of the observing employee to report this incident for further evaluation.

The reporting employee must initiate the process by contacting the Company's Crew Scheduler on duty who will:



-
- A. Remove, delay, or reassign the affected flight crew member's next flight, as necessary, to accommodate the process outlined below.
 - B. Contact a management representative, who will personally contact the flight crew member concerned. The concerned flight crew member will be informed of the Third Party Report and have the option of:

- 1 Removing themselves from their remaining duties by executing a "Self-Fatigue Call" and completing the process in accordance with this program, or,
- 2 Undergoing an on-site fatigue evaluation. Any on-site evaluation will be conducted by the manager/representative and must include a second management personnel and both management representatives must concur before the flight crew member is removed from any pending flight duties for possible fatigue.

During the on-site evaluation both managers should look for, but not limit their observations to the following:

- a) Significant changes in normal activity level
- b) Significant deterioration in normal appearance
- c) Glassy, red or blood-shot eyes
- d) Slurred speech, or unusually rapid or slow speech
- e) Appeared lack of balance
- f) Low level of coordination
- g) Disoriented behavior
- h) Difficulty or inability to concentrate
- i) Drowsiness

30. PROCESS FOR EVALUATING THE FRMP

The (FRC) will provide, through the FRMP custodial Manager, monthly reports to the Flight Safety Board. The reports will provide an overview of the success or recommended modifications of the program. This is expected to be an evolving process as data sources and analyses are progressively implemented. This report may include but will not be limited to:

- A. Assessment of any High Risks
- B. Recommendations made by the FRC to mitigate any risk
- C. Assessment of probable and confirmed correlations between fatigue, fatigue risk, causal factors and errors, deviations, incidents and injuries.
- D. Assessment of the quality of the FRMP process
- E. Assessment of the need for change in the administrative processes of the FRMP.
- F. Lessons learned.



In addition the FRMP will be subject annually to the Company's Internal Evaluation Program (IEP) which is defined in the Company's Safety Manual.

Annually, the FRC will review of the FRMP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of fatigue- related events of a similar nature. That review will be presented to the Vice President of Safety and include recommendations for any corrective actions for addressing recurring events indicative of adverse fatigue trends.



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SIDELETTER – GGG

SETTLEMENT AGREEMENT
between
ENVOY AIR, INC.
and the
FLIGHT ATTENDANTS
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

AFA Grievance # 22-99-02-31-19
24 Hours in 7-Day Legality Removals

In full and final settlement of the above-referenced grievance, Envoy Air Inc. (“Company”) agrees to the following change in the specific case where a Flight Attendant has not had a 24-hour break in the previous six (6) days, and she/he is scheduled to fly past 1944 Local Time on day six (6).

1. The Company may remove any Flight Attendant who has not had twenty-four (24) consecutive hours free from duty in any seven (7) day period by removing her/him from any flights that are scheduled or expected to operate past 1944 Local Time on the sixth (6th) day.
2. The removals in paragraph 1 above will be done with 100% pay protection and the Flight Attendant will receive full per diem as if she/he had operated the flight. Such removals will be done with the “SP” removal code.
3. Any Flight Attendant removed from an overnight trip due to the “SP” removal code will receive, upon request, a Company-provided hotel room(s) for the night(s) of the removed flying.
4. Any Flight Attendants who have been previously removed between July 1st and August 9th, 2019 for this same legality and who received 96% pay shall receive 100% pay protection for such removals.

FOR ENVOY AIR, INC.

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

LINDA KUNZ Date
Vice President - Flight Service

ROBERT BARROW Date
MEC President



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SIDELETTER – HHH

SETTLEMENT AGREEMENT
between
ENVOY AIR, INC.
and the
FLIGHT ATTENDANTS
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

<p>Reserve Availability Period Commuting Grievance No. 22-99-02-44-19</p>
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The parties to the collective bargaining agreement (“CBA”) effective July 26, 2012, Envoy Air, Inc. (“Company”) and the Association of Flight Attendants, CWA (“Association”), hereby agree to resolve Grievance No. 22-99-02-44-19 (“Grievance”) on the following terms:

1. This settlement addresses the circumstances under which a Reserve Flight Attendant on a Reserve Availability Period (RAP) may travel to domicile after being contacted by Crew Scheduling for an assignment (a flight assignment or Airport Reserve). After being contacted by Crew Scheduling for an assignment, a Reserve Flight Attendant may only travel to domicile for that assignment if the Reserve can demonstrate that she/he would be able to check-in for the assignment within two (2) hours of call-out (inclusive of the fifteen (15) minutes period for responding to Crew Scheduling’s message).
2. A Reserve Flight Attendant who is permitted to travel to domicile during a RAP pursuant to paragraph 1 must still comply with the requirements of Section 9.D.2. (responding to a telephone message from Crew Scheduling within fifteen (15) minutes) and Section 9.E. (check-in within two (2) hours of call-out).
3. A Reserve Flight Attendant who does not comply with the requirements of Sections 9.D.2 and 9.E. while traveling during RAP may be subject to an attendance occurrence or discipline. The parties do not agree upon the type or level of attendance occurrence/ discipline that may be assessed. Nothing in this settlement shall affect the ability of the Association or an individual Flight Attendant to challenge the assessment of discipline.



4. Nothing in this settlement shall affect either party's position as to whether a Reserve Flight Attendant on a RAP who is not in position to sign-in at domicile within two (2) hours of call-out may be assessed discipline as a result.
5. Nothing in this settlement shall alter the provisions of the Good Faith Commuter Policy (Section 31).
6. The Grievance is withdrawn.

ACCEPTED AND AGREED TO THIS _____ day of November 2020:

For Envoy Air, Inc.:

S/CP _____

Christopher J. Pappaioanou

Vice President Legal, Labor & Employment

For the Association of Flight Attendants - CWA:

Robert Barrow

MEC President



SIDELETTER – III

LETTER OF AGREEMENT
between
ENVOY AIR INC.
and the
FLIGHT ATTENDANTS
in the service of
ENVOY AIR INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

SUPER CRITICAL COVERAGE – 300% PAY

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor act, as amended, by and between ENVOY AIR INC. (“the Company”) and the Flight Attendants in the service of ENVOY AIR INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (“the Association”), with both the Company and Association referred to as “the parties”.

WHEREAS, Section 8.N.8 covers Critical Coverage Pay and;

WHEREAS, the parties desire to adjust Section 8.N.8 to enhance open time coverage for the duration of this Letter of Agreement,

NOW THEREFORE, the parties agree as follows:

- A. Section 8.N.8 of the Basic Agreement will be supplemented by adding the following language for “Super Critical Coverage”:
 - a. In addition to the Critical Coverage provision above, the Company may designate any day(s) whereby awarded Open Time shall be paid above guarantee at a rate of 300% of a Flight Attendant’s flight hourly rate. Any day(s) designated to be paid at a rate of 300% will be referred to as Super Critical Coverage day(s). The Company may designate specific Super Critical Coverage day(s) for specific domicile(s). All Company designations of Super Critical Coverage are final and binding as to the designated day(s).
 - b. When a Flight Attendant is notified of a junior man or extension for flight(s) on a day when Super Critical Coverage is in effect, prior to blocking out the Flight Attendant may notify Crew Scheduling to convert such assignment to a voluntary Super Critical Coverage assignment. When such notification to Crew Scheduling occurs, the Flight Attendant’s assignment will be converted to a voluntary Super Critical Coverage assignment, and the Flight Attendant



shall be paid above guarantee at a rate of 300% of the Flight Attendant's flight hourly rate for the day(s) designated as Super Critical Coverage.

THIS LETTER OF AGREEMENT will become effective on the date of execution and will remain in full force and effect for the duration of the Basic Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement this 30th day of July, 2021.

FOR THE
ASSOCIATION OF FLIGHTATTENDANTS
-CWA, AFL-CIO

FOR THE COMPANY

Robert Barrow
MEC President

Linda Kunz
Vice President Flight Service

Sara Nelson
International President

Peter Swanson
Senior Staff Attorney



SIDELETTER – JJJ

LETTER OF AGREEMENT
between
ENVOY AIR INC.
and the
FLIGHT ATTENDANTS
in the service of
ENVOY AIR INC.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

FMLA ACCRUAL CREDIT DURING COVID PANDEMIC

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor act, as amended, by and between ENVOY AIR INC. (“the Company”) and the Flight Attendants in the service of ENVOY AIR INC. as represented by the Association of Flight Attendants – CWA, AFL-CIO (“the Association”), with both the Company and Association referred to as “the Parties.”

WHEREAS, the COVID-19 pandemic has dramatically impacted the airline industry, resulting in reduced demand for air travel which has greatly reduced the Company’s flight schedule and resulted in cancellations of awarded pairings; and

WHEREAS, those Flight Attendants at the Company who met the hours of service requirements for Family Medical Leave Act (FMLA) qualification anytime between December 1, 2019 and February 29, 2020 may have received insufficient credit to maintain FMLA qualification for calendar year 2021;

NOW THEREFORE, the parties agree to the following:

A. Credit Hours Toward FMLA Hours of Service Qualification

1. On a monthly basis, Flight Attendants who qualified for FMLA anytime between December 1, 2019 and February 29, 2020 and who have remained on active, non-reserve status or been on a Company Subsidized Leave of Absence (CSLOA), or COVID-related Voluntary Personal Leave of Absence (VPLOA) will receive the “FMLA credit” described in A.2.-3. below toward the five hundred four (504) hours in a rolling twelve (12) month period needed to qualify for FMLA. The term of the additional monthly “FMLA credit” toward FMLA hours of service qualification will be from March 1, 2020 through May 1, 2021, unless otherwise extended by the parties.



2. Flight Attendants on Active Status

Each month a Flight Attendant is on lineholder status, she or he will be credited with the greater of seventy-five (75) hours of “FMLA credit”, or the amount of credit that when added to actual duty hours worked or hours paid (whichever is greater) for a given month totals 75 (unless such Flight Attendant exceeds 75 hours of duty credit in which case the Flight Attendant receives full credit for such hours worked or paid and will be granted no “FMLA credit”). This “FMLA credit” will be retroactive to March 1, 2020 and will be granted solely for purposes of qualifying for FMLA.

3. Flight Attendants on CSLOA or VPLOA

Each month a Flight Attendant is on a CSLOA or VPLOA, she or he will be credited with seventy-five (75) hours of “FMLA credit” solely for purposes of qualifying for FMLA. This credit will be retroactive to March 1, 2020. The FMLA credit will be combined with any duty time or qualifying paid time accrued by such Flight Attendant for periods of active service in his or her rolling 12 month FMLA qualification period.

B. The Company will determine a Flight Attendant's qualifying credit toward FMLA hours of service eligibility by recalculating her or his total qualifying hours of service using the above provisions for “FMLA credit.”

Example:

Flight Attendant Deb Sutor has the following work history and her eligibility for FMLA will be recalculated in accordance with the provisions above.

MONTH	Actual FMLA Hours of Service	Credit Toward FMLA Hours of Service	MONTH	Actual FMLA Hours of Service	Credit Toward FMLA Hours of Service
SEP 2019	67 flight hrs 89 credit hrs	67	MAR 2020	32 flight hrs 75 credit hrs	32
OCT 2019	78 flight hrs 107 credit hrs	78	APR 2020	VPLOA - 0	75
NOV 2019	66 flight hrs 98 credit hrs	66	MAY 2020	CSLOA - 0	75
DEC 2019	52 flight hrs 78 credit hrs	52	JUN 2020	CSLOA - 0	75
JAN 2020	71 flight hrs 87 credit hrs	71	JUL 2020	CSLOA - 0	75
FEB 2020	41 flight hrs 75 credit hrs	41	AUG 2020	CSLOA - 0	75
TOTAL Qualifying FMLA hours of service toward 504 hour FMLA minimum in 12-mo look-back <i>without</i> “FMLA Credit”:					407
TOTAL Qualifying FMLA hours of service toward 504 hour FMLA minimum in 12-mo look-back <i>with</i> “FMLA Credit”:					782



C. This letter of agreement shall be effective on November 1, 2020 and shall apply to FMLA leaves of absence on or after its effective date. However, any Flight Attendant denied FMLA since February 29, 2020 and prior to November 1, 2020 who would have qualified for FMLA under the provisions of this LOA may have her or his FMLA claim reviewed for acceptance by the Company. Such Flight Attendant would have had to have applied for FMLA at the time of the absence and must submit a claim to the Association by November 30, 2020.

The parties have signed this Letter of Agreement on this 3rd day of November, 2020.

For the Association:

For the Company:

Robert Barrow
MEC President

Linda Kunz
Vice President Flight Service

Sara Nelson
International President

Paula Mastrangelo
Senior Staff Negotiator



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SIDELETTER – KKK

LETTER OF AGREEMENT
between
ENVOY AIR INC.
and the
FLIGHT ATTENDANTS
in the service of
ENVOY AIR INC.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

VOLUNTARY EARLY OUT PROGRAM

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor act, as amended, by and between ENVOY AIR INC. (“the Company”) and the Flight Attendants in the service of ENVOY AIR INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO (“the Association”), with both the Company and Association referred to as “the parties”.

WHEREAS, a number of employees have expressed interest in voluntarily separating from the Company.

WHEREAS, the below Voluntary Early Out Program is not being provided generally going forward, but has been agreed to by Envoy and the Association on a one-time basis to address the impact of the COVID-19 pandemic. The Parties agree the below Voluntary Early Out Program is not comparable and is in addition to any existing provisions of the Collective Bargaining Agreement (the “CBA”) or any other program currently provided by the Company. Moreover, the time period to apply for any of the below Voluntary Separation shall be limited as provided below.

Voluntary Early Out Program

The Parties agree that the Voluntary Early Out Program (“VEOP”) will be subject to the following terms and conditions:

VEOP Eligibility

Flight Attendants with ten (10) or more years of Company seniority that are in an “active status” as of March 30, 2020 shall be eligible to bid for this VEOP option. Absent exceptions required by law, active status for purposes of the



VEOP is defined as a Flight Attendant on payroll receiving pay from the Company (including paid sick) or on a Voluntary Personal Leave of Absence (VPLOA). A Flight Attendant must also remain in continuous employment with the Company through and including the date on which she/he is separated pursuant to the VEOP.

VEOP Benefits

1. A Flight Attendant who (i) meets the eligibility requirements listed in Paragraph 1 above; (ii) timely applies for the VEOP during the application period; (iii) is awarded the VEOP by the Company; and (iv) satisfies all other conditions of the VEOP program as set forth in this Letter including execution of the general release prepared by the Company, will receive the following benefits:
 - a. 38 hours at the Flight Attendant's hourly rate (i.e., 50% of 76 hours) per month at her/his applicable CBA rate only for a period of 12 months beginning on the Release Date. For the duration of the 12 month period following the Release Date, no other pay will be provided (e.g., no minimum guarantees or premiums of any sort will be paid). Pay will be subject to tax withholding as required by law. Compensation described in this Paragraph shall be eligible for 401K deferral and match in accordance with a Flight Attendant's enrollment.
 - b. For a period of 12 months after the Release Date, travel privileges as though she/he were active. Upon the Separation Date, travel privileges will be provided only to those eligible for the 65-point plan (see attached).
 - c. Any accrued vacation for use in 2020/2021, not used as a result of an employee's VEOP, may be rescheduled for an open vacation block in 2020 for 2020 vacation, or 2021 for 2021 vacation or at a flight attendant's option will be paid out no later than April 30, 2021.
 - d. Eligibility for medical, dental & vision coverage, life insurance and AD&D benefits at active rates for 12 months following the Release Date. During the 12 months following the Release Date, a Flight Attendant on a VEOP will be responsible for payment of the employee portion of all premiums, which will be payroll deducted (or billed pursuant to Company practice for the remainder if earnings are insufficient).
2. Eligibility for medical, dental & vision only (i.e., not life insurance or AD&D), at active rates for 18 months following the Separation Date. Such 18-month period shall run concurrently with the COBRA



eligibility period. During the 18 months following the Separation Date, a Flight Attendant on a VEOP will be responsible for payment of the employee portion of all premiums, which will be direct-billed to the Flight Attendant. A Flight Attendant's failure to make timely premium payments may result in the loss of coverage, subject to the Company's regular premium collection process. At any point during the period of COBRA eligibility the Flight Attendant or her/his spouse becomes eligible for Medicare, Medicare will become the primary benefit.

VEOP Other Considerations

1. The Company will determine the starting dates and total number of VEOPs, that will be offered. VEOPs will be awarded by occupational system seniority order. The Company will make a reasonable effort to release all Flight Attendants who elected the VEOP within twelve (12) months following the awards.
2. Any Flight Attendant who participates in the VEOP shall not be eligible for any other form of severance pay (other than as described in Paragraph 2 above) and shall be permanently released from employment with the Company as of the Separation Date.
3. Flight Attendants on a VEOP will not accrue vacation or sick time after the Release Date, but will continue to accrue Company seniority, occupational seniority, longevity seniority for 12 months after the Release Date (i.e., while they are on payroll). A Flight Attendant may not use her/his paid sick or vacation at any time after the Release Date.
4. A Flight Attendant's participation in the VEOP and Separation from employment pursuant to the VEOP is entirely voluntary. If the Company receives a request for information from a state or local agency with responsibility for unemployment compensation claims, the Company will respond by providing factually accurate information regarding an employee's status. However, the Company will not actively contest an employee's claim for unemployment compensation benefits.
5. Once awarded, a VEOP must be accepted by the Flight Attendant and is irrevocable.
6. For up to one year following the effective date of this Letter, the Company may offer additional VEOPs consistent with the terms of this Letter.



This Special Voluntary Early Out Program shall not constitute precedent in any other cases, and shall not be used or cited in any arbitration, hearing or negotiation or any future matter or for any purpose a precedent for any purpose. Except, disputes regarding the application or interpretation of this LOA, including without limitation disputes regarding the benefits and conditions under each program, are subject to the grievance and arbitration process in the CBA. Furthermore, this Letter does not change, alter, or modify the provisions of the CBA.

The terms or existence of this Letter will not be construed against any Party.

The parties have signed this Letter of Agreement on this 31st day of March, 2020.

For the Association:

For the Company:

Robert Barrow
MEC President

Linda Kunz
Vice President Flight Service

Sara Nelson
International President

Paula Mastrangelo
Senior Staff Negotiator



SIDELETTER – LLL

LETTER OF AGREEMENT
between
ENVOY AIR INC.
and the
FLIGHT ATTENDANTS
in the service of
ENVOY AIR INC.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Company Subsidized Leave of Absence (CSLOA)

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between ENVOY AIR INC. (“the Company”) and the Flight Attendants in the service of ENVOY AIR INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO (“the Association”), with both the Company and Association referred to as “the Parties.”

The below voluntary Company Subsidized Leave of Absence (the “CSLOA”) are not being provided generally going forward, but have been agreed to by Envoy and the Association on a one-time basis to address the impact of the COVID-19 pandemic. The Parties agree the below CSLOA program is not comparable and are in addition to any existing leaves provided pursuant to the Collective Bargaining Agreement (the “CBA”) or any other leave currently provided by the Company. Moreover, the time period to apply for any of the below CSLOA shall be limited as provided below.

The Parties agree that the Company will offer Flight Attendants voluntary CSLOAs in accordance with this Letter.

1. The Company in its sole discretion shall determine the number of Flight Attendants that it will offer CSLOA by domicile.
2. The Company will make available to active Flight Attendants which are defined as Flight Attendants on payroll, receiving pay from the company (including paid sick and vacation) or on a voluntary personal leave of absence (VPLOA), Leaves of Absence that will include 19 hours monthly pay at the Flight Attendant's rate of pay.



-
3. Any Flight Attendant awarded a CSLOA will continue to accrue all forms of seniority, including Company, Occupational, and Classification, for the duration of the leave. Flight Attendants on probation at the time of going on a CSLOA will return from leave in probationary status until that individual's total tenure in the Flight Attendant position minus the time out on CSLOA satisfied the probationary period set forth in the CBA.
 - a. Flight Attendants awarded a CSLOA shall continue to accrue sick and vacation while on such leave, as if they were on active payroll status.
 - b. Any Flight Attendant awarded a CSLOA will be eligible to continue to participate in all Company provided benefits at the same contribution rate as if she/he were awarded a full-time schedule. Flight Attendants on a CSLOA shall remain responsible for the employee's portion of the premium for any such benefits (i.e., health, dental, vision, supplemental life or short/long term disability, etc.).
 - c. Monthly compensation described above shall be issued in conjunction with the Company's routine payroll run, unless the Company, at its discretion notifies individuals' on CSLOA of alternate payment dates provided that the Company issues at least one payment monthly during the duration of a CSLOA leave.
 - d. Flight Attendants with existing vacation block(s) who are awarded a CSLOA which overlaps the scheduled vacation block(s) will have such block(s) removed and will be available to be rescheduled later in the same calendar year. If a Flight Attendant's CSLOA continues into the following year, then any vacation blocks during the current year shall be cancelled and will be paid out in April 2021. If a Flight Attendant is recalled from a CSLOA the Company will restore removed vacation block(s) to his or her future schedule upon the Flight Attendant's request, unless they have been requested to be paid out.
 4. To the extent a Leave of Absence under this letter is offered to a Flight Attendant, it will be offered first to leaves of the longest duration as follows:
 - a. Leaves of 12 months shall be awarded in seniority order, by domicile;
 - b. If leaves remain available, then leaves of 9 months will be awarded in seniority order, by domicile;



-
- c. If leaves remain available, then leaves of 6 months will be awarded in seniority order, by domicile;
 - d. If leaves remain available, then leaves of 3 months will be awarded in seniority order, by domicile.
 - e. The Company shall provide a window of time for Flight Attendants to bid for these leaves, and the Company reserves the right to offer additional CSLOAs during the lifetime of this Letter of Agreement.
 - f. Flight Attendants on CSLOA will continue to receive travel benefits in accordance with Company policy as an active employee.
 - g. The Company, at its option, may reduce or terminate the duration of leave awarded under this CSLOA upon 30 days notification (sent via email) with a copy to the Union containing the names of all affected Flight Attendants. In the event this CSLOA is canceled and Flight Attendants are recalled from leave, the Company shall first solicit volunteers in seniority order by domicile, in the reverse order of groupings described in Paragraph 4 (d to a). If an insufficient number of volunteers are received, Flight Attendants will be recalled from leave in inverse order of seniority in status in the reverse order of groupings described in Paragraph 4 (d to a).
 - h. Flight Attendants on CSLOA will remain enrolled in current benefit plans and shall remain responsible for the employee's premium for any such benefits (i.e. health, dental, vision, supplemental life or short/long term disability, etc).
 - i. A Flight Attendant on a CSLOA will not have deductions made for the uniform while on a CSLOA. The uniform deduction in 12.I. will resume upon in the bid month following the CSLOA.
 - j. Flight Attendants shall not be prohibited from performing military duty or other employment of any type while on a CSLOA, and all reemployment rights under Uniformed Services Employment and Reemployment Act of 1994 shall apply while Flight Attendants are on a CSLOA.
 - k. Only Flight Attendants on a VPLOA or on active payroll at the time a CSLOA is awarded shall be eligible to bid for and be offered a CSLOA under this Letter of Agreement.
 - l. The Company shall not challenge any claim for unemployment benefits made by a Flight Attendant on a CSLOA.
 - m. While on CSLOA, Flight Attendants will receive credit towards the 2021 or 2022 benefits plans as if he or she had been employed as an active, full time employee (75 hours each month).



5. The Company will provide Flight Attendants who are awarded a leave under this LOA Program a letter that states, in part, the following:

"This confirms your participation in Envoy's CSLOA. Envoy implemented the LOA Program because of the unprecedented impact the COVID-19 pandemic has had on the demand for air travel. This demand decrease has resulted in significant schedule reductions, which began in March and will continue into the summer. Your participation in this LOA Program will assist Envoy in addressing significant financial challenges and potentially avoid more dramatic cost-savings measures. As such, for purposes of unemployment benefit eligibility, Envoy views your voluntary participation in the LOA Program because of the COVID-19 pandemic and the effect on the Company's business as constituting good cause connected with the work for taking temporary leave from Envoy.

For additional details of this unpaid leave of absence program, please see the information on the employee portal www.myenvoyair.com.

Thank you for playing a key part in Envoy's efforts during this challenging time."

The parties have signed this Letter of Agreement on this 31st day of March, 2020.

For the Association:

For the Company:

Robert Barrow
MEC President

Linda Kunz
Vice President Flight Service

Sara Nelson
International President

Paula Mastrangelo
Senior Staff Negotiator



APPENDIX DOCUMENTS

Appendix A: Section 23 - Union Dues Check Off Form

Appendix B: Expedited Arbitration Award Form



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APPENDIX A



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

TO: ENVOY AIR INC.

I, _____ hereby authorize and direct
(Please Print Name)

ENVOY AIR INC. to deduct from my earnings, the standard monthly membership Union Dues (or such standard monthly membership dues as may hereafter be established by the Union), service charges, fees, and assessments. Such amount so deducted is hereby assigned to the Association of Flight Attendants-CWA, subject to all of the terms and conditions of the Railway Labor Act, as amended, and the provisions of the applicable collective bargaining agreement. I agree that this authorization shall be irrevocable for a period of one year from the date of execution and thereafter may only be revoked by sending written notice to the International Secretary-Treasurer of the Association of Flight Attendants via certified mail, return receipt requested. Dues deductions will then cease within 60 days of the receipt of the revocation by the International Secretary-Treasurer.

Signature of Employee: _____

Employee Number: _____

Classification Seniority Date: _____

Domicile: _____

Date of First Deduction: _____

Please complete and return to:

ASSOCIATION OF FLIGHT ATTENDANTS -CWA, AFA-CIO
501 Third Street, N.W. Washington, D.C. 20001-2797

Section 23.A

****Dues, contributions or gifts to the Association of Flight Attendants are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Association of Flight Attendants, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.**

Agency Shop Each Flight Attendant covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union, shall be required to, as a condition of continued employment, within sixty days following the beginning of her/his employment or as provided for the Union's Constitution, whichever is later, pay the Union each month a service charge as a contribution for the administration of this Agreement and the representation of such employee. The service charge shall be an amount equal to the Union's regular and usual monthly dues and periodic assessments, including LEC and MEC assessments, which would be required of the Flight Attendant if a member.

Note: This form may be used by non-members for monthly service charge deductions. Please print name and address below.

Name: _____

Street Address: _____

City, State, & Zip: _____

Telephone: _____



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APPENDIX B

ENVOY AIR INC.
and
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

FLIGHT ATTENDANTS SYSTEM BOARD OF ADJUSTMENT
EXPEDITED ARBITRATION AWARD FORM

AFA Grievance Number:

- _____ Grievance sustained in full.
- _____ Grievance denied in full.
- _____ Grievance sustained in part, denied in part.

Explanation:

_____ Date
Chair

_____ Date
Carrier Appointee

_____ Date
Union Appointee



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Contract Info Card #1

Topic: Reserve Preferecing

Q: I submitted four different preferences for next day pairings and I'm the most senior Flight Attendant on Reserve in my base. Why didn't I get my first choice preference?

A: Seniority only plays a role in the assignment of pairings on the first day of each bid period. For the remaining days in each bid period, Reserve Flight Attendants in each domicile will be placed on one list in the inverse order of accumulated credited hour for the month, i.e., least time flown is first on the list (reference Section 9.C.1. & 2.) This is known as time balancing.

Q: I proffered for several different pairings and didn't receive any of them. Why not?

A: The first thing to remember is that we do not have a **proffer** system of assigning pairings. Instead, we operate under a system in which Reserve Flight Attendants may submit a list of pairings from open time that they would prefer. Crew Scheduling will process reserve assignments in least time accrued order assigning pairings based on Flight Attendant preferences while also taking your days of availability into account.

Example: If you have preferenced for all three-day pairings and you only have two days of availability left, your preference will be passed over.

While the contract does not require the Company to absolutely grant each Flight Attendant's preference it does require them to use their **best efforts**.

Example: If you are the Flight Attendant with the least time accrued, thereby placing you first on the time balancing list, and you preference for three different pairings all of which you are legal and available for, and do not receive any of them, you may be able to show that Crew Scheduling did not use their best efforts to honor your preference. You should also note that if you are the only Flight Attendant with 4 days of Reserve availability and there is a 4-day pairing open, you may be assigned to that pairing, even if you did not preference for it.

Q: I don't think that Crew Scheduling used their best efforts to honor my preference. How can I prove this?

A: Start by printing a copy of the HI33 for the day in question. This will show each Flight Attendant's credited hours. Next print a copy of the open time that has been processed for that day. The DECS entry is *N3D/base//date*. This list will show who was actually awarded the pairing(s) you preferenced. If the pairing(s) were given to someone with more hours, and you were legal, available and had at least the same amount of days of availability for the pairing(s), you should have the proof you need to show that Crew Scheduling did not use their best efforts to honor your requested preference.

Q: During the preference window today, I submitted my preference for RAP 2 for tomorrow. Since the day after that is my day off, Scheduling said I wasn't legal for that shift because it ends at 0100. They assigned me RAP 1 instead, is this correct?

A: It is correct, if you are legal for RAP 1. However, there are times when you may not be legal for either RAP 1 (generally due to rest requirements) or RAP 2. In these cases, Crew Scheduling will create and award a modified custom RAP 3. This RAP may still be 15 hours in duration but the start/end times of this customized RAP shift will differ from the start/end times of the published RAP 1 & RAP 2 shifts. For example, you could be assigned a RAP 3 shift beginning at 0900 and ending at 2400. This is still 15 hours in duration but the end time does not bleed over into your day off.



Contract Info Card #2

Topic: Reserve, Open Time and Flying on Days Off

Q: *Can I pick up OT on my day(s) off or on a Golden Day(s)?*

A: Yes, you can. However, once you pick up Open Time, whether on a day off or on a Golden Day, you have now placed yourself into an “available” status. While Crew Scheduling may not give you any additional Reserve flying on those days, you will be subject to possible extension, assigned new flying or junior manning in accordance with the provisions of Section 8 of the contract.

Q: *I picked up OT on my day off and Crew Scheduling extended me. Can they do this?*

A: Yes. It is not uncommon for Flight Attendants to believe that when they pick up OT, they are somehow immune to or shielded from extensions, assigned new flying or Junior Manning. This is simply not true. Once you pick up time you are available. However the company must follow the Extension/Junior Manning parameters of Section 8.N. Reserve Flight Attendants who are extended (only on OT) or junior manned on a day off, will receive pay and credit above guarantee, at 200% of her/his applicable hourly rate of pay for all hours.

Q: *I picked up OT on my day off and part of it cancelled. Will I receive pay and credit for the time that cancelled?*

A: Yes. Reserve Flight Attendants who pick up Open Time on their day(s) off will be treated in the same manner as lineholders and will be credited above guarantee for all hours awarded as open time.

Q: *I'm on Reserve and would like to sign up on the voluntary Junior Manning list for some extra pay. Can I do this?*

A: Yes you may be added to the voluntary Junior Manning List, but only if you are on a scheduled day off. You will only be awarded an assignment if it does not conflict with other days of availability in your line.

Q: *Can I trade my Golden Days?*

A: Yes. You may trade your Golden Days with another Flight Attendant. You may also trade them with yourself for other days of availability in the current month, however staffing must permit. Blocks of Golden Days may be separated however once the trade/ swap is approved, any individual Golden day will lose their “Golden” status. So long as any two or more Golden Days remain scheduled consecutively they will retain their “Golden” status.

Q: *I am a Reserve Flight Attendant and I went to training on my off days. This caused me to go below the contractual requirement to receive 11 days off. What do I do?*

A: You are entitled to have any days returned that took you below the contractually required minimum of 11 days off. The entry in DECS is “RF 200 RTD”. You will have the option of three different sets of dates to place into the mask indicating when you’d like the days returned.



Contract Info Card #3

Topic:

Reserve Availability and Airport Standby

Q: I'm assigned a pairing for tomorrow at 1900, do I have to remain available before that time?

A: You are only available to the company during your RAP (reserve availability period). It is possible for the company to assign you a RAP that begins at 1000. In this case you will be required to remain available to the company from 1000 through 1900. Please reference Section 9, paragraph G. If no RAP is assigned or if the Company has assigned you a RAP which is one hour prior to the start of the pairing (in this example 1800) then you do not need to remain available to them.

Q: I was assigned a pairing but when I got to the airport, it was cancelled entirely. Crew Scheduling then assigned me to airport standby. Can they do this?

A: Yes, you remain available to the company during your reserve availability period (RAP).

Q: I was assigned a two-day pairing. Once I completed that pairing and called Scheduling to be released, they told me I had to sit standby. Is this legal?

A: No. Crew Scheduling may not involuntarily assign you to perform Airport Standby upon return to domicile at the conclusion of a pairing. You can however, be given an additional flight assignment or released back into Reserve for the remainder of your RAP. Please reference Section 9.C.7 & 9.G. of your contract.

Q: Crew Scheduling assigned me to Airport Standby five days in a row. Can they do this?

A: Yes.



Contract Info Card #4

Topic:

Personal Day – Section 10 Contractual Provisions

Awarding POs has nothing to do with staffing. If you request a PO 24 hours or more before your assignment and the POs are available, they must be granted. If you are being denied a PO due to staffing, please inform the Union.

1. Section 10, paragraph N tells us at each domicile, the Company will process, on a daily basis, a number of POs equal to 1% of the FAs based at the domicile, but in no event fewer than 2 POs. The LEC President (or designee) will, upon written request, be provided with verification from the company that the appropriate number of POs have been processed at the domicile.

Example: If there are 440 Flight Attendants based at a domicile, the Company will process at least (4) POs per day at that domicile, provided that at least (4) have been submitted. ($440 \times .01 = 4.4$ rounded to 4)

Example: If there are 480 Flight Attendants based at a domicile, the Company will process at least (5) POs per day at that domicile, provided that at least (5) have been submitted. ($480 \times .01 = 4.8$ rounded to 5)

2. Additional POs will be processed based on operational needs.

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

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

5. Properly submitted POs will be processed on a first come, first serve basis.

6. A Flight Attendant will not be eligible to take a PO until he/she completes probation.

7. A Flight Attendant may, at his/her option, elect to convert a PO to a Personal Vacation Day (PVD). Such conversion will count towards the annual maximum of 6 PVDs that the Flight Attendant may take. A conversion must be submitted prior to the **5th day** of the following calendar month.

8. An unconverted PO will be unpaid and considered an attendance occurrence for disciplinary purposes.



Contract Info Card #5

Topic: Personal Day - Section 10 Q & A

Q: *How do I submit a request for a PO?*

A: There are two methods. You may submit an “**RF 200 POV6**” message or you can just call Crew Scheduling and request the PO for the day you need it. They keep track of how many POs are available to give out at each base. If it’s available, it will be awarded on a first come, first serve basis. Remember it is an attendance occurrence unless converted to a PVD.

Q: *What if I want to convert the PO to a PVD, do I have to wait for approval?*

A: No, there is a space on the “**RF 200 POV6**” form that allows you to let Crew Scheduling know of your intent to convert. Simply check the box provided on the form if you wish to immediately convert the PO to a PVD. Make sure to keep a copy of your request for your records. The request to convert can’t be refused unless you have used your maximum yearly allotment of 6 VAC days. Remember it is your responsibility to keep track of how many VAC days you have used for the PO/PVD conversion. You will need to request the conversion no later than the 5th day of the month following the month in which you took the PO. For example, if you took a PO on March 15th, the request to convert it to a PVD must be made no later than April 5th.

Q: *Can I change my mind and give back the PO I requested once it has been approved?*

A: No. Once a PO has been approved, it cannot be rescinded. You may convert it to a PVD if you have a sufficient number of PVD days left with which to convert the PO dates.

Q: *Can I non-rev travel on a PVD or a PO?*

A: The Company’s travel policy does not permit pass travel on unscheduled or unauthorized absences from work. The Company does permit travel on PVDs and POs converted to PVDs. In addition,

by virtue of an arbitration ruling, POs are not considered unscheduled or unauthorized absences from work and as a result, not subject to restriction of pass travel.

Q: *If I'm granted POs for a 3-day pairing, how many POs count toward my attendance?*

A: It will be counted as 1 PO occurrence for purposes of the Company's attendance policy.

Q: *What if I want to convert the PO to PVDs?*

A: In the case of a three-day pairing, it will be considered as 1 PO attendance occurrence but if converted to PVDs, you will have to use 3 PVDs (days). A PO converted to a PVD will not count as an attendance occurrence for purposes of considering discipline.

Q: *How will my PO pairing removal be counted towards the domicile's 1% daily cap?*

A: Each day of a pairing removed, will be counted towards the domicile's 1% cap on a daily basis. It is also important to note, if you are removed from a portion of a pairing, the connecting/incidental overnighting leg(s), also removed in order to accommodate a PO day(s), will be counted towards that date's daily 1% cap. For example, if you want to be removed from the first day only of your three-day pairing, this requires both the leg into the overnight as well as the leg out of the overnight, the following day, to be removed. That leg out of the overnight on day two of the pairing will count towards that day's daily 1% domicile PO cap. The request may also be denied if the cap has been reached on day one or on day two of the pairing in this example.



Contract Info Card #6

Topic: Reserve Time Balancing and Credit Provisions

Q: What do I look at to determine where I'm at on the time balancing list?

A: You may view the time balancing list while in DECS mode by entering **HI33/D/(Date)/R** into the computer. The HI33 list is an ever-changing list. The list will regenerate itself after each Flight Attendant has completed a pairing and the time is credited to her/him (this is in real time). The only hours that are added to Flight Attendants after midnight are sick hours. Crew Scheduling pulls a list at 2100 each night and this is the list that will be used by Crew Scheduling for assignments made between 0400 and 0430 the next day. Then, when the new shift begins at 0430 a new list will be pulled and used for all reserve assignments thereafter. However, the list will not re-order itself until after 2400 CT each day. When issuing next day assignments, Crew Scheduling will pull the list at 1400 CT. Whatever order the list is in at that time is what Crew Scheduling will rely upon when determining the next day assignments.

Q: What counts towards my credited time for purposes of time balancing?

A: Pursuant to Section 9.C.2 you will accumulate all known credit hours. The following list of removal codes will provide credit for time balancing in addition to actual flight hours flown:

BR – Bereavement Pay	SA – Special Assignment
CI – Critical Incident	SF – FMLA use Sick Pay
CD – Career Decision Day	SK – Paid Sick
DR – Restricted Duty	SR – Sick Reserve Paid
F6 – V6 due to FMLA (next year)	TD – Travel Day
ID – Injury on Duty	TR – Training
IS – Injury Sick	V6 – Paid Vacation Day
CONTINUED ON FOLLOWING PAGE	

JD – Jury Duty	VC – Vacation
PM – Paid Move Day	VF – FMLA use Vacation Pay
PU – Paid Union	WP – Paid Witness
PW – Pay Withheld	* Additional codes as identified.

The time will not be credited to you until after you have completed the flight assignment or taken the vacation, attended the training, etc.

Q: I was assigned a pairing, went to the airport and signed in for the pairing, but the entire pairing canceled. I performed no flying. Will I receive any credit for this?

A: Pursuant to Section 4 paragraph D.1., you will be credited with one hour (1:00) of applicable flight pay. You will need to send an “**RF 200 NOGO**” message to Pay Comp to receive this pay credit. The time will not be credited towards your total accumulated credited hours for purposes of time balancing.

Q: Do I receive any pay or credited time for completing an Airport Standby Shift?

A: There is now a provision to provide a pay credit. However, you will receive the greater of any time flown or the VOD (3:45) for purposes of pay and credit for each Airport Standby shift.

Q: Will I receive 50% credit for time spent deadheading towards my time balancing credit accrual?

A: Yes.

Q: I am a Reserve Flight Attendant and the three-day pairing I was assigned, canceled in domicile on the first overnight. Scheduling sent me home and told me to come back and pick the pairing back up beginning with the first leg out the next day. I noticed that my three-day pairing had been changed and separated into a one single-day pairing and a two-day pairing. My per diem did not continue uninterrupted for the duration of the originally scheduled three-day pairing? Is this correct?

A: No. Section 7.C.4., applies to Reserve Flight Attendants as well as Lineholders. In the event a Reserve F/A who has been assigned a pairing experiences a pairing split in domicile, Crew Scheduling has three options available to them. They may assign new flying, assign a completely new pairing in accordance with the time balancing provisions found in Section 9 of the Agreement or they may keep the Flight Attendant on the same pairing with the canceled overnight and continue her/his per diem.



Contract Info Card #7

Topic: Scheduling (Section 8)

Q: I'm flying a pairing on a two Flight Attendant aircraft. Our next turn has cancelled and Crew Scheduling notified me that they've assigned me new flying, but they did not assign anything to my flying partner. I'm the senior Flight Attendant, shouldn't I get a choice?

A: Yes, Section 8.F.5 provides us with guidance. Both Flight Attendants may be assigned new flying as a result of their cancellation. If only one assignment is available, the senior will be able to choose whether or not to work the new flight assignment. In instances where assignments are available for both Flight Attendants, choice of the available assignments will be provided in seniority order.

Q: I was just extended and there was a Standby Reserve at the airport. Can Scheduling do this?

A: You cannot be extended or junior manned when there are legal and available Airport Standby Reserves. The key words here are "legal and available." Just because you see a Flight Attendant at the airport on a Standby shift, does not mean they are legal and available. They may have been given an assignment and are just waiting for their first flight to depart or they may be illegal for the assignment for which you are being extended. Reference Section 8.N.

Q: I am a Reserve Flight Attendant and at the conclusion of a three-day pairing that was assigned to me while I was on days of availability. Crew Scheduling assigned me to another turn. Isn't this an extension? Shouldn't I receive the premium pay for extension?

A: No, this is not an extension. Per Section 9.C.7. and 9.G., you may be given an additional flight assignment. Since you are on a day of Reserve Availability, this is not considered to be an extension. It is simply an additional flight assignment. However, if you are concluding a pairing you picked up OT on your day(s) off and Crew

Scheduling attempts to assign you to an additional turn, you should first notify them that you are not on Reserve Availability day and are therefore not subject to receive additional flight assignment pursuant to Section 9. Once you have cleared up the fact that you are not on Reserve that day, you may still be subject to an extension, provided the parameters of Section 8.M. & 8.N. have been appropriately followed. If you are extended under these circumstances, you will be paid the premium rate of pay above guarantee.



Contract Info Card #8

Topic: Scheduling (Section 8)

Q: I put in for a drop and it was denied. However, my friend had a PVD approved over the same days. Which one takes priority?

A: Since the implementation of automation (ASES), lineholders must submit requests for full pairing drops through the automated system. Partial Pairing drops and Reserve Day drops will be submitted to the Swaps/Drops department for manual processing. Manual transactions, such as the PVD in this scenario, are to be processed by Swaps/Drops as received on a first come first serve basis.

Q: How does PBS bidding work and when do I have to bid?

A: Bidding now is a 2-step monthly process and the following is a bullet point of our current bidding process:

- *Pre-bid window opens on the 10th at noon CT. Pre-bid options will include available CDOs, RBLs, RWOs and STBY. (Reference section 8, for more information on the available options for pre-bid.)*
- *Pre-bid window will close on the 13th at noon CT and awards will be posted no later than noon CT on the 14th. Pre-bid protest opens on the 14th at noon CT and ends on the 15th at noon CT, and all protests are complete at noon CT on the 15th. On the 15th at noon CT, all pre-bid awards are final.*
- *On the 15th at noon CT, PBS bidding will begin for everyone else who did not hold a pre-bid line. The only exception are those who were awarded standby, this is a status and you will still bid in PBS. If you are able to hold a line, the standby status goes away, but if not the reserve days awarded will be converted to the standby status you were awarded during pre-bid.*
- *PBS bidding will be open until the 20th at noon CT and once PBS closes, the system locks those bids for the use of the JPBSB to begin the runs. Once bids close, the FOS lockout will begin from the 20th at noon until the 23rd at noon CT, for any transactions that*

touch the 25th and beyond of each month. On the 23rd at noon CT, you will be able to use full automation for the remainder of the current bid month.

- Starting on the 20th at noon CT and for the next 48 hours, your team will work on finding the best run for each base that provides the needs of our members and the staffing targets the company requires.*
- On the 22nd at noon CT, the JPBSC will post the awarded bid for viewing on the PBS website. You will then be able to protest your awarded bid from the 22nd at noon CT until the 23rd at noon CT. All protests will be attempted to be answered by the 24th at noon CT (there are cases that require the assistance of NavBlue, which tends to take a few days to get a reply).*
- On the 24th at noon CT, all awards will be posted via FOS to DECS and viewable on our HI2. All automation functions are also available at this time for the remainder of the current month and the following month's transactions.*



Contract Info Card #9

Topic: Section 34 Hotel

Q: My flight got cancelled and now I have a 6-hour sit at the outstation. I called Crew Scheduling to ask for a hotel room and they told me I couldn't have it. The contract says I am entitled to a day room if my ground time is scheduled for or anticipated to be more than five hours. Why can't I have the room?

A: Section 34.A.2 does entitle you to a day room whenever your ground time out of domicile (can be an outstation or a domicile other than your own) is scheduled for or anticipated to be more than 5 hours. This includes the assignment to new flying period found in Section 8.F.2.g. A Flight Attendant may be required to remain at the airport for the 2-hour assignment to new flying period in Section 8.F.2.g; however, if there are no flights scheduled to arrive or depart from that airport during the two (2) hour period, or if she/he requests to be, and is, released by Crew Scheduling, the Flight Attendant will not be required to remain at the airport for the two (2) hour period and will be provided the day room. The Company may require you to share a day room but only when both Flight Attendants are of the same sex.

Q: My overnight pairing canceled and split in my domicile. I am a commuter and do not live in my domicile. Will the Company provide me with a hotel room?

A: You are entitled to a hotel room if the actual rest period has been rescheduled as a reduced rest, but you must ask Crew Scheduling for the room. If the overnight is more than a reduced rest, you can still ask for the room, but it will be given at the Company's discretion. However, if your pilots are given a room, you should also be provided one.

Q: There was bad weather and our flight had to divert. We ended up spending the night in a different city than where we were originally scheduled to overnight. I tried to contact API for hotel accommodations but they said I had to call Crew Scheduling. Then Scheduling told me there was no supervisor on duty that could help me. What am I supposed to do?

A: The appropriate party to contact is Crew Scheduling. Section 34.A.5., requires the company to provide hotel accommodations that meet all of the minimum standard requirements as set forth under the contract in the event of an unscheduled layover and/or when the need arises to secure an unscheduled hotel. Crew Scheduling or an appropriate Company representative will be authorized to secure the appropriate hotel accommodations. If unable to reach scheduling, you can call your local base emergency phone, you can locate the numbers on the Flight Service website.

Q: The bed in my hotel room had bed bugs. Don't we have any minimum standards for the hotels we use?

A: Under our new contract we do have hotel standards. Please refer to Section 34.D. of your contract for a complete list. Any hotel not meeting the appropriate standards should be reported to API. AFA is provided with copies of all reports you submit and has the ability to assist in the resolution of these types of issues.

Q: The hotel I'm scheduled to stay at tonight doesn't have any water. What happens now?

A: Please refer to Section 34.E. of the contract for a complete list of procedures. If the Company knows in advance that this condition exists they are responsible for finding an acceptable alternative hotel. If one cannot be found, then following your return leg to domicile the next day, you may opt to be removed with pay from the remainder of that day's flying including the incidental return leg to domicile following your next layover.



Contract Info Card #10

Topic:
Pairing Trades With Open Time Card I
Automated Transactions

Q: *When does Pairing Trade with Open Time start each month?*

A: The very first opportunity you'll have as a lineholder, to pairing trade with open time for the following month will be the 24th at 1200 noon CT. Full automation functionality will be turned on after the bids are final on the 24th of the month. Remember, during the PBS awarding process, there is a FOS lockout for all automation transactions. From the 20th through the 23rd you can submit manual transactions as long as they don't touch the 25th and beyond. The Company sends e-mail reminders each month in which they provide notification of the exact opening dates for both of these operations.

Q: *I just saw a pairing for tomorrow that I would really like to have. Can I Pairing Trade with Open Time for it?*

A: Yes, however requests must be submitted no less than 1200 noon CT the day prior to the start of the original pairing(s) or the new pairing(s) whichever is earlier.

Q: *I submitted a pairing trade through Automated System but it was denied because the lights were red. I was trading away a two-day pairing and picking up a four-day pairing. Wouldn't that help staffing?*

A: It depends on the dates in question. Each request is unique. The plotter evaluates staffing for each date the pairing operates. Some pairing trades may be allowed if the dates you wish to acquire during the trade are "redder" than the dates you are attempting to give away. The "Red for Red Trading Rules" from the automation user guide are as follows:

- Same Date Trades
 - ⇒ If same start date and same end date, then no restrictions.
 - ⇒ If same start date but different end date, then allow trade if pickup pairing is redder than drop pairing.

- Overlapping Trades
 - ⇒ If overlapping (where both pairings operate on at least one common date), then allow trade if pickup pairing is redder than dropped pairing.
- Different Date Trades
 - ⇒ For different dates (pairings operate on mutually exclusive dates), allow trade if pickup pairing is redder than dropped pairing.

Q: *Can I trade for a pairing at another base?*

A: Section 8.J.1.a. of the contract permits pairing trades with open time for full pairings, however the new pairing must originate and terminate in the same domicile. However, Section 8.L. does permit out of base trades and optional exchanges with Flight Attendants from another domicile. Out of base transactions must be submitted manually.

Q: *I have a Position 1 on my pairing. I see that Position 2 is open. Can I trade positions?*

A: Yes, this can be accomplished through automation so long as you are trading full pairings.



Contract Info Card #11

Topic: Pairing Trades With Open Time Card II Automated Transactions

Q: *Can I use the automated system to trade a 3-day pairing that starts on 30 June for a 2-day pairing that started on 28 June? Why?*

A: Yes, the ASES system is programmed to allow full (not partial) pairing trades between pairings that are scheduled to operate beginning in the current month and ending in the next month. Staffing levels must permit and all legalities must be met for the trade request to be approved. Reminder, during the PBS awarding process, we are in a FOS lockout and no automated transactions will be allowed, i.e. trades, pickups & drops.

Manual Transactions

Q: *I wanted to trade 2 two-day pairings for 2 four-day pairings, why wasn't my trade approved?*

A: You should have submitted two "RF 200 TTOT" requests – the first one would be to trade 1 two-day pairing for 1 four-day pairing and a second request to trade the other two-day pairing for the other four-day pairing.

Q: *I wanted to trade my two-day pairing for another two-day pairing in open time. I was told that such a transaction would conflict with an existing two-day pairing, already scheduled in my line. I don't understand because I would have 2 hours between the end of one pairing and the start of the next. Why wasn't my trade approved?*

A: This type of transaction cannot be done through automation. A manual request must be submitted. It will require Swaps/Drops to merge/combine the pairings into a four-day pairing since a legal rest break is not present between the original pairing and the open time pairing. All other legalities must also be met in order for these pairings to be combined.

Q: *I wanted to trade my four-day pairing worth 15.06 hrs for 2 two-day pairings worth 10.00 hours apiece. When I looked at the pairings I was awarded, one was worth 10.00 hours but the other was only worth 7.30 hrs. What happened?*

A: TTOT requests are processed as received on a first-come, first-serve basis. It is possible that another FA picked up part of the pairing, reducing the hours available.

Q: *How can I prevent this from happening again?*

A: Each base uses its own RF mask. For example, if I am based in ORD, the form I will use is "RF 200C TTOT." DFW will use "RF 200D TTOT." Beside each SEQ. of the TTOT form, you will see "FOR HH.MM." Providing the exact time, in hours and minutes, for the pairing you are trading for (example: 20.05), will ensure a pairing will not be awarded unless it meets the time you have specified.

Q: *Can I trade four single day pairings for a four-day pairing?*

A: Yes, multiple pairings can be traded for a single pairing. (Example: four 1 day pairings can be traded for one 4-day pairing.) Similarly, a single pairing can be traded for multiple pairings. (Example: one 4-day pairing for four 1-day pairings.) Such trades must be done manually and will require you to send an RF or email message to Swaps & Drops.



Contract Info Card #12-1

2-Hour Reserve Call-Out: Section 9.E. Reserve Flight Attendants will be given a 2-hour call-out period prior to the Check-in time of the flight they've been assigned. Additionally, once Crew Scheduling has paged or left a telephone message for a Reserve Flight Attendant on-call, they will have fifteen (:15) minutes to respond. These fifteen minutes will be deducted from the 2-hour call-out time.

Open Time-Blocking: Section 8.G.7.a. The Company will notify Flight Attendants of their intent to block OT as far in advance as possible, prior to the opening of Automation (ASES). The Company will notify Flight Attendants when OT is blocked and unblocked, via Company email (HI6), and these HI6 messages will be time-stamped. If a date that had been previously blocked subsequently becomes unblocked, the Company will begin to process all manual transaction requests submitted and on file, on a first-come, first-serve basis, in the order they were received.

Permanent Vacancies: Section 15.A.2 In the event a permanent vacancy occurs, the Company will post the vacancy for a minimum of 14 calendar days on Company email (HI6) and AVRS. Permanent vacancy(s) bid will be reviewed and awarded in seniority order, by the 10th of the month, two (2) months prior to the effective month of the bid (e.g. by October 10th if December is the effective month of the bid.)

CQ Hotel: In addition to your 4 monthly commuter hotels, contractually you are also able to request a hotel for CQ if you are based in DFW. In order to make such request, you must live 50 miles or more from the Envoy training center. You can find more information on requesting a room, on the CQ training site.

Preferential Bidding System (PBS) 8.B.: Regular bidding will begin each month on the 15th at noon and close on the 20th at noon, each month. Pre-Bid options can be bid from the 10th at noon until the 13th at noon (RBL, RWO, CDO & Part-time).

Minimum Credit Option: Contractually each base will have 5% of the population holding a min-credit line, if bid for. Minimum credit lines start at 65 hours and cap at 91 hours. Minimum credit lines are guaranteed at 75 hours for pay and credit purposes.

FOS Lockout: There are allowed transactions to continue through the FOS lockout for the 21st - 24th. No transaction can occur if it touches the 25th of the month, as that could have an impact on the 7-day look back. In addition, you can utilize the provisions of section 8.H. to call Crew Scheduling to have them process a transaction after 1200 noon for the following day's operation. Remember, this is only for pairings from the 21st - 24th. No transaction will be processed if it touches the 25th and beyond.

Bid Protest: After each bid window closes, the protest period begins and lasts for 24 hours. Pre-bid protest window opens each month on the 13th at noon and closes on the 14th at noon. Regular bid protest window opens each month on the 22nd at noon and closes on the 23rd at noon. A bid protest must be sent in order to address the potential issue by the JPBSC. If a bid protest is not sent in during the 24-hour protest window, it will not be accepted by the JPBSC.

Non-Commuter Hotels: What is a non-commuter hotel? In section 34.A.3. states a Flight Attendant will receive no less favorable than a pilot when the crew loses an overnight. ALPA has since enhanced their contractual language to always provide a room in base when they lose an overnight if requested. If you and your crew lose an overnight due to irregularity causes, make sure you either send your RF message and check the non-commuter box or call the hotel desk.



Contract Info Card #12-2

Open Time – Section 8.G: Automation with full functionality will open at 1200 noon CT on the same date the final bid awards are published. All transactions that can be accomplished through automation should be done through ASES and should not be submitted for manual processing.

Manual transactions, such as partial drops/pick-ups and Reserve schedule changes, will also be accepted beginning at 1200 noon CT on the same date the final bid awards are published.

Manual transaction requests will be processed as received on a continual and first-come, first-served basis.

Both automated and manual next-day transactions must be submitted no later than 1200 noon CT, the day prior to the start of the original pairing or the new pairing, whichever is earlier.

Exception: You may submit a request for OT after 1200 noon CT today, for a pairing that is scheduled to begin tomorrow, but it will be awarded at the Company's discretion only. You see, between 1000 and 1800 CT each day, Crew Scheduling is in the process of plotting and assigning the next day Reserve assignments. The time you are interested in picking up, may have already been assigned to a Reserve Flight Attendant.

Personal Emergency (PE) Leave – Section 10.O.: Requests for PEs can only be approved by the Crew Scheduling supervisor on duty or a Flight Service manager. Such requests can only be made during a pairing, reserve availability period (RAP), or airport reserve period or less than 24 hours prior to the next scheduled report time of your pairing, airport reserve period or RAP. A PE is not an attendance occurrence nor is it a paid absence. You may convert a PE to a PVD no later than the 5th of the month following the month in which you took the PE. Please refer to Section 10.O.2 and 3 for a list of qualifying events for which a PE will be granted. PEs are processed on demand.

Personal Off (PO) – Section 10.N: You may not submit a request for a PO any sooner than 1200 noon CT on the day the next month's contractual PBS awards are final and published. The PO must fall within that month's contractual bid period. For example, let's say that the December PBS awards were final on November 24th and the contractual bid month is December 2 - 31. This means that your PO request cannot be made any sooner than 1200 noon CT on November 24th and the date(s) of the PO you are requesting must fall within the dates of December 2 - 31.

Additionally, requests for POs must be submitted at least twenty-four (24) hours in advance of the scheduled report time of your scheduled pairing or RAP. POs are processed as received on a first-come first-served basis, daily during normal Swaps/Drops operating hours. PO approval is not dependent upon staffing, but a PO can be denied if more than 1% of the Flight Attendants at your domicile have already been given a PO. A PO is an attendance occurrence and it is an unpaid absence. You may convert a PO to a PVD no later than the 5th of the month following the month in which you took the PO.



Contract Info Card #12-3

Personal Vacation Day (PVD) – Section 10.M.: Requests for PVDs may be submitted at any time via the Company's computer system ("RF 200 PVD") or by email. Swaps/Drops operates from 0600 to 1400 CT, during this time PVDs will be processed as they come in. You will be notified if your PVD has been granted, no later than 2400 CT on the day it was submitted. PVDs may be denied due to staffing. You are only entitled to six (6) PVDs per year, to be deducted from next year's vacation accrual.

Reserve Assignments (Reserve Preferencing) – Section 9.C.3-4:

Each day, Reserve Flight Attendants may submit preferences for specific pairings between the hours of 1000 and 1400 CT. Reserve assignments will be issued by Crew Scheduling at 1800 CT. A Reserve Flight Attendant can check to see what they have been assigned via either AVRS or DECS between the hours of 1800 and 2200 CT. However, only AVRS will confirm receipt of the flying assignment.

Note: Pairings may change from the time you viewed them in OT and the time they are assigned because other Flight Attendants are still able to do next day TTOT and OT pick-ups until 1200 CT.

Reserve Drops – Section 8.K.2 & 9.B.3: A Reserve Flight Attendant may submit a request to drop a reserve duty day(s), however the request will be processed no more than 48 hours prior to the start of the reserve duty day for which the drop is requested. Reserve drop requests are done on a first-come first-serve basis based on staffing and are processed daily during Swaps/Drops operating hours between 0600 and 1400 CT. (Note: Swaps does not take calls the last 3 days of the bid month.)

After the monthly bids are awarded and you wish to drop a reserve day(s) in the following bid month, you can submit a drop request beginning at 1200 noon CT on the date the final bid awards are published. Drop requests submitted prior to this time will be discarded. Additionally, Section 9.B.3. permits a Reserve Flight Attendant to request an early release from a reserve day of duty. When Crew Scheduling grants such a request, no time or pay will be deducted from the Flight Attendant.

Reserve Slide – Section 9.K: A Reserve Flight Attendant may request to “slide” the beginning or end of her/his block of reserve days and such requests will be granted to the extent that it does not compromise reserve coverage. Requests can be submitted beginning at 1200 noon CT the date the final bid awards are published and will be processed daily as received during Swaps/Drops operating hours between 0600 and 1400 CT.

Reserve Trade With Themselves – Section 8.1.8: Reserve Flight Attendants may request that a day off be moved to another day within the same bid period and such request will be granted if the Company determines that staffing permits the movement of the day off. Requests can be submitted beginning at 1200 noon CT the date the final bid awards are published and will be processed daily as received during Swaps/Drops operating hours between 0600 and 1400 CT.

Rest - Training – Section 19.J: The Company will provide at least ten hours (10:00) of rest after each day of training.



Contract Info Card #12-4

Rest In Domicile – Section 7.E.2: All lines will be constructed with at least 10 hours rest between pairings in domicile, however schedules don't always turn out as planned. F/As are entitled to 10 hours rest in domicile prior to next duty assignment and in between CDOs. Reserve F/As are entitled to 10 hours of rest between pairings, airport reserve assignments and a pairing, a pairing and an airport reserve assignment or within a pairing prior to duty on the next calendar day. If you have not been given 10 hours of rest, you must notify Crew Scheduling of your desire to provide it within 1 hour of your release time. **Note:** 10-hour rest is not required between pairings on the same calendar day.

Return Days – Section 7.D.5.a: Flight Attendants will be guaranteed a minimum of eleven (11) days off at her/his domicile each month. No Flight Attendant will be required to work on more than two (2) of these guaranteed days off in any given bid period. When you are involuntarily required to fly on a scheduled minimum day(s) off in a bid period, you may reschedule the day(s) off during the current bid period, but no later than the following bid period. Requests for return days may be submitted anytime via “RF 200 RTD” and such requests will be processed daily as received during Swaps/Drops operating hours between 0600 and 1400 CT. Per Section 7.D.5.c. you may also, in lieu of the day off, request to be paid 3.45 hours above guarantee.

Swaps and Drops Desk Hours: The desk operates from 0600 until 1400 CT, seven (7) days a week. The phone lines are open from 0600 until 1400 CT. (Note: Swaps does not take calls the last 3 days of the bid month.) Flight Attendants can still submit requests via RF messages or personal email message after these hours.

Temporary Vacancies/TDY Bidding – Section 15.B.3-4: Bidding for TDY will commence no later than the 7th of the preceding month in which the TDY will be offered. Bidding will close at 1000 CT on the 10th of the month preceding the month in which the vacancy/TDY will be offered and the TDY bids will be awarded at 1200 noon CT on the

10th as well. TDY will be awarded in seniority order from among the Flight Attendants who bid for the vacancy/TDY at the bases at which the vacancy/TDY was offered. If you are awarded TDY, you will bid for and be awarded a line based on your seniority in the same manner as any Flight Attendant based at that domicile.

Training Bidding – Section 19.A: The Company will publish the recurrent training dates and list of Flight Attendants required to attend training on the Flight Service website, two (2) months prior to the applicable training month. (For example, in March, the Flight Service website will include May training dates available for bid and names and priority (i.e. early or base month) of eligible Flight Attendants.) Training dates will be awarded in seniority order to Flight Attendants in the order of her/his training month priority:

1. Base Month
2. Grace
3. Early Month

If a Flight Attendant fails to submit a bid prior to the monthly training bid closing time or fails to indicate training preferences on the bid, she/he will be assigned training dates. **Section 19.B.:** Once training dates are awarded, F/As may submit a change of date(s) request. Such requests will be processed so long as they are received by the date the bids close in the month prior to the training month. If class space is available, the Company will grant such request.



Contract Info Card #12-5

Pairing Drops – Section 8.K.: Both Full and Partial Pairing Drops may be submitted at any time beginning at 1200 noon CT on the 24th when bids are final. Full pairing drops must be submitted through Automation (ASES) and are processed on a continual basis and are evaluated for approval or denial based on the staffing available when processed.

Partial drop requests must be submitted manually either via RF message or email and are processed as received on a first-come first-serve basis. Drops are processed during normal Swaps/Drops operating hours between 0600 and 1400 CT daily. (Note: Swaps does not take calls the last 3 days of the bid month.)

Note: Same day pairing drop requests must be done by telephone and followed up in writing.

If Staffing does not permit the manual drop request to be approved at the time it is processed, you will be sent an email notification of denial. You may re-submit the request at a later date since staffing levels change and are re-evaluated throughout the course of the day.

Drop Before Training – Section 19.D: A Flight Attendant may drop the day immediately preceding the first day of CQ training. You must submit this request on your CQ training bid (“RF 200A REC”). This is the only time you will be able to make such request as this is an unpaid absence in PBS.

Pairing Trades/Optional Exchanges Between Flight Attendants Full Pairings – Section 8.I.1-2: Flight Attendants have unlimited full pairing trade(s) per month and unlimited full OE(s) per month as well, so long as the TT(s) and/or OE(s) are legal and do not create a schedule conflict. Requests will be submitted and processed through the automated system (ASES) and can be done at 24/7 except during the FOS lockout. Requests can be submitted on the day of operation by telephone with the Daily Desk, but must be followed up in writing.

Pairing Trade/Optional Exchanges Between Flight Attendants Partial Pairings – Section 8.1.3: Requests for partials may be submitted via email or computer system (RF) but must be submitted by both the affected Flight Attendants. Requests can be submitted on the day of operation by telephone with the Daily Desk, but must be followed up in writing. Partial trades and optional exchanges are processed daily during normal Swaps/Drops operating hours between 0600 and 1400 CT.

Pairing Trades/Optional Exchanges Between Reserves Only – Section 8.1.6-8: Staffing is evaluated between 0600 and 0700 CT on a daily basis. After that, requests for Reserve OEs, Trades and Reserves trading with themselves are processed daily during normal Swaps/Drops operating hours between 0600 and 1400 CT. (Note: Swaps does not take calls the last 3 days of the bid month.) Requests will be approved subject to staffing levels.

Pairing Trades with Open Time (TTOT) – Section 8. J: Full pairing trades with open time that can be accomplished through automation may not be submitted manually. For those transactions that require manual processing, requests may be submitted at any time via email or computer system (RF). Next day transactions will close each day at 1200 noon CT.

The pairings being traded must originate and terminate in the same domicile. Requests for TTOT may be denied due to staffing if the pairing you are trading for operates on a date(s) other than your originally scheduled pairing. However, the request should not be denied if the pairing(s) operate over the same date(s). Automated requests will be processed on a continual basis. Manual requests will be processed daily during normal Swaps/Drops operating hours between 0600 and 1400 CT.



Contract Info Card #12-6

Transactions Out of Base – Section 8.L: Flight Attendants may pick up OT or pairing trade with another Flight Attendant out of base. These out of base transactions must be processed manually. Requests may be submitted either via email or by RF message any time after the final bid awards are published. Next day transactions will close each day at 1200 noon CT. Out of base transactions will be processed during normal Swaps/Drops operating hours between 0600 and 1400 CT daily. Flight Attendants picking up OT shall be provided positive space travel options. However Flight Attendants engaging in exchanges with Flight Attendants in a different domicile will be responsible for their own transportation to and from the pairing.

Vacation Bidding – Section 10.E: By October 1st every year the Company will post at each domicile, the projected number of vacation days that each Flight Attendant at that domicile has accrued and available for bid for the following year. At the same time the Company will post all the vacation blocks available for bid at each domicile. The bids will be accepted up to 1200 noon CT on the closing date of November 1st. The vacation awards will be awarded in seniority order at the domicile and will be posted by November 15th.

Vacation Trades – Section 10.F.1: Once vacation blocks have been awarded, you may trade a block of vacation with another Flight Attendant. Proposed trades must be submitted to the Company by 1200 noon CT on the seventh (7th) of the month preceding the first vacation period of the proposed trade.

Vacation Fly Through – Section 10.D.3: Lineholding Flight Attendants may elect to fly some or all of their awarded pairing(s) during vacation. Vacation fly through requests must be elected in the Pre-Bid system between the 10th at noon CST to the 20th at noon CST.

Vacation Moves – Section 10.F.2: You may request to move an entire block of vacation to another posted and open block of vacation in your domicile, within any calendar year. Requests for vacation moves must be submitted to the Company by 1200 noon CT on the seventh (7th) day of the month in which the move is desired. Vacation moves will be granted in seniority order.



Contract Info Card #13

Topic: Compensation

Q: I picked-up OT which I designated as sick time fly back, to be credited towards my sick bank. Due to weather conditions the whole pairing was canceled. Will my sick bank still be credited with 100% of the flight hrs., even though I was not able to fly the pairing?

A: Yes. Regardless of whether the OT you picked-up was intended for pay, make-up flying or to credit toward your sick bank, the time will be credited for 100% of the hours that were awarded to you.

Q: In August I was awarded a part-time line worth 42 hours of flying and I picked-up 33 hours of OT. When I received my check on August 15th, I noticed that I had only been paid for 18.75 hrs. Since the total of the hours in my line plus the OT I picked-up is equal to 75 hours shouldn't I be paid as if I had been awarded a 75 hour line?

A: No, for pay purposes you are considered a part-time Flight Attendant for that month. Regardless of whether you are a full time or part time line holder, OT will always be credited to your check at the end of the following month. On the 30th of the next month (September) you will be paid for the OT that you picked-up at the beginning of August. We are paid current and any OT, overage, or under-time will be credited or deducted from your check at the end of the following month. In the example listed above, your end of the month September check would reflect the 33 hours of OT and any regular hours flown above the ½ minimum monthly guarantee for part-time lines (37.50 hrs).

Q: On Thanksgiving I did an OE with another Flight Attendant who had been scheduled for a daily pairing worth 5 hrs. and wanted to be off on Thanksgiving. When I received my check on December 30th, I realized that I had not been paid the holiday premium rate of 150%. I emailed pay comp and their response was that because I had done an OE to get the pairing that I was not eligible for the holiday premium. I worked on Thanksgiving and shouldn't I be paid extra?

A: Yes. Section 4.N. of the CBA states “A *Flight Attendant who was on duty on Christmas Day and/or Thanksgiving will receive one and one-half times her/his hourly pay rate as described above for all credit hours worked on such days.*” So, no matter how you ended up with flying on Christmas Day or Thanksgiving Day you are always entitled to the holiday premium pay rate. NOTE: Reserve Flight Attendants on an at-home RAP do not receive the premium rate unless they are assigned flying.

Q: *My supervisor informed me that there was a suspicion that I had been drinking alcohol on duty. I was then sent to be tested for alcohol use. The test results came up negative. When I received my paycheck the following month I saw that I had not received the \$10.00 compensation for drug and alcohol testing which is provided for in Section 4.J. of our CBA. Why didn't I receive my \$10.00?*

A: Since the test was administered because alcohol use while on duty was suspected and therefore the test not random, you are not entitled to the drug and alcohol test pay. Only drug and alcohol tests which are administered randomly will qualify for the \$10.00 additional compensation.

Q: *I was overpaid in the amount of \$500.00 and the Company deducted the total amount from my next paycheck. Can payroll do this?*

A: Not necessarily, but first we must understand the reason for the overpayment. When a Flight Attendant voluntary makes changes to her/his schedule, such as pairing drops and pairing trades, in which time is deducted from the guarantee, such instances do not qualify as an “overpayment” for purposes of Section 4.M. When instances of bona fide overpayment occur, such as Company errors, the Company and Flight Attendant must mutually agree to a repayment plan that is reasonable for both parties. There are some guidelines for the repayment amount; it may not total less than \$25.00 per pay period and may not exceed more than 2 years in duration. The amount you have been overpaid is directly related to the repayment amount each pay period. For example, the higher the overpayment amount, the higher your re-payment amount. Meet with your Flight Service Manager to negotiate your repayment plan as soon as you have been notified of an overpayment.

Q: I had four overnights in Mexico last month. When I received my check on the 30th, I noticed that I hadn't been paid the \$5.00 international per diem for those overnights - as stated in Section 30.B of the contract. Did pay comp make a mistake?

A: No they did not make a mistake. Please refer to Section 30.A. of our CBA. This section advises us which locations are defined as "International." International flying is all flying to or from an international city excluding cities in Mexico, Canada, the Bahamas and the U.S. Virgin Islands. The definition of an international overnight can also be found in Section 2.MM. of our CBA.



Contract Info Card #14

Topic:

Section 8 Scheduling - Extensions (EX)

Q: I was extended into an overnight out of my base. Crew Scheduling gave me an A-3 pass to deadhead me back to my base 17 hours after my originally scheduled pairing would have ended. The flight was full and since an A-3 pass does not bump revenue passengers, I will not make it on my deadhead flight. If I take the next scheduled flight back to my base I will be arriving 20 hours after my originally scheduled pairing would have ended. What should happen now? Is this legal?

A: No, it is not legal as per 8.N.1.d. of our Collective Bargaining Agreement (CBA). Crew Schedulers are required to provide an A-1 pass when necessary to bring the Flight Attendant back to domicile within the 18 hr. limitation (may not always be necessary as an A-3 may suffice). Scheduling supervisors have the authority to issue an A-1 pass and there is always an acting scheduling supervisor on call. If this is not possible, you will be returned to domicile on the earliest Company or network carrier flight. This 18 hour provision applies to "Back to Domicile Extensions" as well. Please reference Section 8.N.2.b.

Q: I was the most junior available F/A and was just extended to do a pairing with one leg out but it would require two legs to get me back to base due to the pairing. (Pairing 05007: SJU-XXX-YYY-SJU). My contract states in Section 8.N.1.c. that "such extension shall be limited to one turn" (i.e. one leg out and one leg back to domicile). When I questioned Crew Scheduling they said that my extension is legal and that I need to fly the pairing as it is. Who is right?

A: In this scenario you, the F/A, are correct. Over the course of several CIC (Contract Interpretation Committee) meetings the Association and the Company have reached an agreement that section 8.N.1.c. language will be interpreted as to mean "one leg out and one leg back to domicile". For example: SJU-YYY-SJU. Keep in mind that one leg out may be an overnight assignment.

Q: Today I was scheduled to fly a one-day pairing. During the course of the day, Crew Scheduling notified me that I was going to be extended into an overnight. Following that assignment to extended flying, the originally scheduled last turn of my pairing was delayed. No new departure time was posted. Instead, the flight was put into “decision time” status. When Crew Scheduling realized that I would not connect in time to work the extension assignment, due to this delay, they removed me from the last turn of my originally scheduled pairing in order to keep me available to work the extension. Can they do this?

A: No they cannot. A Flight Attendant must complete her/his originally scheduled pairing. An extension can only be added to the end of the pairing and within two hours of the Flight Attendant's last arrival into domicile. A pairing may not be adjusted to accommodate an extension. Please refer to section 8.N.1.c. of the CBA.

Q: My line consists of back-to-back sets of 2 day pairings. On day 2 of my first two-day pairing I was extended into an overnight. The contract says that when I return to domicile the Company must release me into rest (Section 8.N.1.f.) I asked Crew Scheduling to provide me with legal rest in domicile per Section 7.E.2.a. & 7.E.2.d. What will happen to the legs scheduled on my next scheduled two-day pairing? I would no longer be able to fly them if I've been put into a rest period? How will I be paid?

What if I were a commuter - since I have nowhere to stay during rest and I am legal for my originally scheduled pairing - can I request to fly my original pairing(s) instead of going into rest or if I have already misconnected for my original pairing(s) can I request additional extensions?

A: Let's deal with the first set of questions: What will happen to the legs on my original pairing that I will not be able to fly due to the rest period? How will I be paid? Since you have been put into a legal rest period upon arrival back to domicile, the flights which fall within the rest period, will be removed and as per Section 8.N.6.b. of our CBA you will be pay protected for those missed flights.

Now, let's answer the commuter question. Can I request to fly my original pairing(s) instead of going into rest **or** if I have already misconnected for my original pairing(s) can I request additional extensions? Yes, you may request one or the other solution as long as there is a mutual agreement to do so, between you and the Crew Scheduler. As stated in Section 8.N.1.g.: “with the mutual concurrence of Crew Scheduling, a Flight Attendant may elect to

waive the required rest.” Once both Crew Scheduling and a Flight Attendant have agreed to waive the rest period, the Flight Attendant will then be able to fly her/his original pairing at the extension rate of pay per Section 8.N.6.b. Additionally, per Section 8.N.1.f. & 8.N.2.e., Flight Attendants can request additional extensions at the end of an extension. This flying would also be paid at the extension rate of pay.

Finally, if you are a commuter you can now also use 1 of your 4 per month commuter hotels once you arrive in base.

Q: I put myself on the volunteer list for JM/EX and I was extended for a turn worth 4hrs. of flying. When I received my paycheck the following month, I had been paid for only 4 hrs. at my regular pay rate. Did pay comp make a mistake?

A: Yes, they did! As per Section 8.N.6. of our CBA, all Flight Attendants junior manned/extended, whether on the volunteer list or involuntarily, will receive pay and credit for such JM/EX assignment, at 200% of their pay rate above the guarantee or a minimum of four (4) hours pay, whichever is greater.



Contract Info Card #15

Topic: Section 10 - Vacation

Q: My sister and I are both Flight Attendants. Her anniversary date with Envoy is December 31st 2007, mine is January 1st 2008. We are now approaching our 15th year anniversary and when the vacation accrual list for next year was posted I noticed that I had only been allotted 21 days (three weeks) of vacation, while my sister had been allotted 28 days (four weeks). We are only one day's difference in our anniversary date, why didn't I accrue as many vacation days as my sister?

A: Please refer to Section 10.A.1. of our CBA. Your sister will have completed her 15th year of service by the end of this calendar year (2007). Technically, you will have your 15th anniversary with the company the next calendar year (2008). Vacation accrual will always be credited for the next year after your anniversary date. Therefore when the vacation bid for 2009 opens you will have accrued the 28 days (four weeks) of vacation for that calendar year.

Q: The vacation bids for next year have closed and been awarded. After that, I took a PVD. I want to choose which day will be removed from one of my next year's vacation blocks. How do I let the Company know which day I want to be removed?

A: It is your responsibility to contact a Vacation Coordinator via email, fax or telephone. Your message should include: the day(s) you are requesting to be removed and the date you took the PVD(s). You may also send an **RF 200 VC1** message in Sabre to communicate the information. Day(s) can only be deducted from the beginning or end of the vacation block. You should notify the Vacation Coordinator by the end of December, in the current year, where you'd like the PVD(s) to be deducted from next year's paid vacation block(s). Beginning in January of each year, the Company conducts a PVD audit. At that time an email message is sent to the general Flight Attendant population reminding you to contact the Vacation Coordinator about PVD(s) taken after the completion of the current year's vacation awards. If you fail to notify the Company which day(s) you want to designate as removed by 05 January, then

the Company will automatically remove them starting with the last day of the last paid vacation block contained within the current vacation year.

Q: I was awarded an undertimed line (CDOs) scheduled for thirty block hours of flying on the same month that I have vacation. My vacation block is scheduled from the first of the month through the seventh of the month. I was scheduled to work a pairing beginning on the fourth day of the month. The pairing is worth two hours of flying. My contract states that I will get paid pairings missed or 21 hours, whichever is greater, per seven-day block of vacation. I understand that since my vacation block will cover only six hours of scheduled flying, I will be credited for 21 hours. However, will this time be credited in addition to my guarantee?

A: Unfortunately you will not receive additional credited pay hours above guarantee. This is because your line is worth only thirty hours and you will be paid seventy-five hours or ninety-six percent (whichever is greater). The additional 15 hours ($21 - 6 = 15$) will be added to your bid line's original thirty block hours of flying, bringing your line up to 45.00 (45hrs) block hours. The seventy-five hour guarantee is still greater. This applies to any bid line which is originally projected below the seventy-five hour guarantee.

Q: My awarded PBS bid line for the month is 80 hours, how is that number calculated with my vacation period of 7 days?

A: When you see that your line total is at 80 hours, this is inclusive of your 7-day block of vacation time. PBS starts building your line on top of the 21 hours you already have for the planned vacation. So if you are showing an 80-hour line, your actual flying awarded that month is 59 hours. Any pre-planned absence you have in the following month provides a credit that is used in PBS for the purpose of building your line. For example, if you have 5 days of vacation (3 hours of pay and credit per day) and 2 days of CQ (3.45 hours of pay and credit per day) for the following month, that would be 22.30 hours of pay and credit used to build your PBS line. With those 22.30 of pay and credit you would only need to have a minimum of 52.30 hours of flying to complete your line at 75 hours. If you hold a minimum credit line then you would only need a minimum of 42.30 hours of flying to reach the 65 hour threshold.

Q: I had been with the company for 20 years prior to becoming a Flight Attendant. Our contract states that I am entitled to bid up to five weeks of vacation based on my years of service. The most senior Flight Attendant in the base has been with the Company for only 19 years (accrued 4 vacation blocks). Why didn't I receive my first choices for vacation blocks and she did? I've been with the Company longer.

A: Although you have higher Company seniority than the most senior Flight Attendant and have accrued more vacation blocks, this form of seniority is not used for bidding purposes. You accrue vacation time through your Company seniority but your Occupational seniority is used for bidding purposes. Since her Occupational seniority as a Flight Attendant is higher than yours, her vacation choices will be awarded ahead of yours. You will still receive your five weeks of accrued vacation but your choices will be awarded according to your number on the Flight Attendant seniority list. Please reference Section 10.E.1 of the CBA.

For more information on Vacation Slide and Vacation Extension, visit the AFA website at www.afa eagle.com.



Contract Info Card #16

Topic: Section 9 Reserve

Q: I was on day two of a three-day pairing and scheduled to have a three hour break between flights that day. During the break I went to take a nap and turned my cell phone off. When I woke-up two hours later to continue my original pairing I noticed that I had several missed calls from Crew Scheduling and a message on my voicemail that I had been assigned new flying in between flights. I called Crew Scheduling and checked my Company email to find that I had been sent notification of additional flying while I was on the break between flights. I called Crew Scheduling and they asked me where I had been. They gave me a missed assignment, is this legal?

A: No, it is not. Crew Scheduling must confirm the assignment to new flights through positive contact with you. Positive contact is achieved through actual telephone contact between the Flight Attendant and Crew Scheduling or when the Flight Attendant reads her/his Company email (HI6). A change in an HI3 or a message left in voicemail, does not constitute positive contact. This application of positive contact applies whether you are a line-holding Flight Attendant or a reserve Flight Attendant on a confirmed pairing. Be sure to have a copy of your HI3 with you in order to confirm that you were in fact, in between flights on your pairing.

Q: I am a Reserve Flight Attendant and decided to call Crew Scheduling to confirm my next day assignment instead of confirming through AVRS. The Crew Scheduler informed me that I had been assigned a pairing with a check-in time of 1500. They also told me that they may need me to be available to receive additional flying prior to my 1500 check-in time, so they assigned me to a RAP starting at 1000. Can they do this?

A: Yes, you remain available to the company during your reserve availability period (RAP). Since positive contact was made, in this case they can. The AVRS system is only capable of confirming one assignment at a time: either a pairing or RAP, but not both. In order for you to be assigned to an availability period prior to your check-in time, Crew Scheduling must make positive contact with you.

Q: I am on Airport Ready Reserve today. My shift is scheduled to end at 1400. I was assigned to a flight that is in "decision" status because of a mechanical problem. At the time I was assigned the flight, the ETD (estimated time of departure) was 1430. It ended up taking longer to fix than was originally predicted and is now estimated to depart at 1500. Since assignments to Ready Reserve Flight Attendants must depart within 45 minutes of the end of the shift is this a legal assignment?

A: Yes, the assignment is legal. Posted decision or ETD times may change, but so long as the posted departure/ETD time is within :45 minutes of the end of the shift, at the time it is assigned, it is legal. It is understood that the posted departure time is just an estimate and may be subject to change based upon the circumstances at hand in any given situation.

Q: Last month I was a line holder but this coming month I am back on Reserve. I am on my last pairing of the month, but I have been removed from the pairing to be placed on reserve immediately on the first day of the new month. Can they legally remove me from my pairing?

A. No. The Flight Attendant must be allowed to complete her/his current month's pairing. In addition, she/he should be treated as a line holder until they complete that pairing, even if something happens in actual operation. Should they lose a portion of the pairing for example, due to a weather cancellation, the schedule change parameters found in Section 8.F. should be applied. The Flight Attendant should not be expected to assume reserve responsibilities until the pairing is completed. Time flown on that pairing in the new month should be credited toward the Flight Attendant's time balancing accrual for the new month.



Contract Info Card #17

Topic:

2 Hour Obligation Under Section 8.F.2.g.

Section 8.F.2.g. advises us that when a Flight Attendant loses all or a portion of a pairing, she/he will be required to remain available at the airport for no more than two hours (2:00) for additional flight assignment. This language assumes you are already at the airport when you have lost the flying.

However, the CIC has determined that there are instances in which you may not necessarily be at the airport awaiting an assignment to new flying. For example, if the first turn of your pairing has canceled, there is a possibility that at the time of cancellation, you had not yet arrived at the airport to begin that pairing. While you may not physically need to be present at the airport, you do need to be available to work an assignment to new flying without causing a delay to the flight.

This leaves us with the question of when does this 2-hour obligation clock begin ticking? The CIC has determined that the two hours begins at the scheduled departure time of the lost flight. This applies when the flying was lost less than 24 hours prior to the start of the pairing. If the flying is lost more than 24 hours prior to the start of the pairing, refer to section 8.F.6.

The assigned new flying need not be scheduled to depart within the 2-hour window, but the assignment must be given by Crew Scheduling within 2 hours of the scheduled departure time of the lost flight.

Example 1:

Flight #4257 (CLE/ORD) canceled. In this example, F/A Smith would need to be available to receive assigned new flying for two hours beginning at 1045 and ending at 1245. Crew Scheduling would have needed to assign the deadhead leg, flight #4236 to her, sometime between 1045 and 1245.

```
HSS/01/9130/21MAR«
SEQ 9130      BASE ORD  SEL 113 ORG SCH DOM EMJ R/A
FA1 SMITH S      EMP NBR 123456
  DT EQ  FLT STA DEP  STA ARR  AC  FLY  GTR  GRD
SKD 21 E5 4221 ORD 0645  CLE 0900  1.15      0.00
ACT 21 E5 4221 ORD 0654  CLE 0927  1.33  1.33 0.00
SKD 21 E5 4257 CLE 0925  ORD 1000  1.35      0.00
ACT 21 E5 4257 CLE 1045  ORD 1120  1.35  CXLD
SKD 21 E7 4236 CLE 1450  ORD 1520  RA 0.45MQ
ACT 21 XX 4236 CLE 1545  ORD 1745  RA 0.00MQ
D/P GTR 1.33      P/C 0.45D TL 2.18
HALF DAY COUNT CLE 2
          SKD TL 2.45  ACT TL 1.33
SKD ONDUTY 9.50 ODL 0.00
ACT ONDUTY 12.15 ODL 0.00
SKD 22 E5 4312 TOL 0620  ORD 0625  1.05      0.00
ACT  E5 4312 TOL      ORD      0.00  CXLD
D/P GTR 0.00      P/C 0.00 TL 0.00
          SKD TL 0.00  ACT TL 0.00
SKD ONDUTY 10.35      TAXABLE EXP 12.15
EST ONDUTY 12.15
SEQ GTR 1.33      P/C 0.45 TL 2.18 TAFB 12.15
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Example 2:

The next scenario is one in which the Flight Attendant is scheduled for multiple flights, but they cancel at separate times, independently of each other.

Flight #s 4029 & 4076 (ORD/CVG/ORD) cancel, so Flight Attendant Smith needs to be available to receive assigned new flying for 2 hours beginning at 0740 and ending at 0940. She waits the two hours, but Crew Scheduling does not assign her to any new flying.

She then proceeds to the gate to begin her safety checks for flight #4011 (ORD/FWA). Her Captain informs her that the flight has been canceled as well as the return flight #4294 (FWA/ORD). Does Flight Attendant Smith now have to wait another two hours? The answer is no. The CIC has agreed that there will be only a single, two-hour wait period per duty day. Therefore, in this example Flight Attendant Smith has already completed a two-hour wait period within that duty day beginning at 0740 and ending at 0940. She need not wait another two hours to be assigned to new flying. If, no new flying is assigned within the debrief period (15 mins. Domestic & 30 mins. International), then she has fulfilled her obligation.

```
H55/01/9245/21MAR«
SEQ 9245          BASE ORD  SEL 161 ORG SCH DOM EMJ
FA1 SMITH 5      EMP NBR 123456
   DT EQ  FLT STA DEP  STA ARR  AC  FLY    GTR  GRD    ACT
SKD 21 E5 4029 ORD 0740  CVG 0950    1.10      0.00
ACT   E5 4029 ORD      CVG      0.00     CXLD
SKD 21 E5 4076 CVG 1015  ORD 1030    1.15      0.00
ACT   E5 4076 CVG      ORD      0.00     CXLD
SKD 21 E5 4011 ORD 1115  FWA 1305    0.50      0.00
ACT   E5 4011 ORD      FWA      0.00     CXLD
SKD 21 E5 4294 FWA 1330  ORD 1330    1.00      0.00
ACT   E5 4294 FWA      UKU      0.00     CXLU
   SKD TL  0.00  ACT TL  0.00
```

Example 3:

The next scenario is one in which an overnight cancels. Flight #4495 (ORD/YYZ) on March 20th cancels as does flight #4496 (YYZ/ORD) on March 21st. Flight Attendant Smith will need to be available to receive assigned new flying for 2 hours beginning at 1740 and ending at 1940 on March 20th. If the leg out of the overnight (flight #4496) is not re-assigned during that time, then Flight Attendant Smith will also need to be available to receive assigned new flying for a 2-hour period on March 21st beginning at 0630 and ending at 0830. March 20th and the 21st are two separate duty periods and as such, Flight Attendant Smith will be subject to two separate, 2-hour wait obligations.

However, in the example below you will also notice that flight #s 4211 & 4031 (ORD/IND/ORD) on March 21st, have also canceled. If Flight Attendant Smith fulfilled her obligation and awaited assignment to new flying, from 0630 until 0830 on March 21st because of the cancellation of flight #4496 (YYZ/ORD), then she need not wait another two hours subsequent to the cancellation of flight #s 4211 & 4031 (ORD/IND/ORD). If no new flying is assigned within the debrief period (15 mins. Domestic & 30 mins. International), then she has fulfilled her obligation.

```
HSS/01/9167/20MAR<<
SEQ 9167 BASE ORD SEL 137 ORG SCH DOM EMJ
FA1 SMITH S EMP NBR 123456
DT EQ FLT STA DEP STA ARR AC FLY GTR GRD ACT
SKD 20 E5 3923 ORD 0925 SHV 1140 2.15 0.30
ACT 20 E5 3923 ORD 0930 SHV 1134 2.04 2.15 0.31
SKD 20 E5 4513 SHV 1210 ORD 1415 2.05 3.25
ACT 20 E5 4513 SHV 1205 ORD 1414 2.09 2.09 3.41
SKD 20 E5 4495 ORD 1740 YYZ 2015 1.35 0.00
ACT E5 4495 ORD YYZ 0.00 CXLD
D/P GTR 6.28 P/C 0.00 TL 4.24
HALF DAY COUNT YYZ 3
SKD TL 5.55 ACT TL 6.17
SKD ONDUTY 11.20 ODL 9.25
ACT ONDUTY 12.04 ODL 10.15
SKD 21 E5 4496 YYZ 0630 ORD 0730 2.00 0.00
ACT E5 4496 YYZ ORD 0.00 CXLD
SKD 21 E5 4211 ORD 0810 IND 1010 1.00 0.00
ACT E5 4211 ORD IND 0.00 CXLD
SKD 21 E5 4031 IND 1035 ORD 1045 1.10 0.00
ACT E5 4031 IND ORD 0.00 CXLD
D/P GTR 2.14 P/C 0.00 TL 2.14
SKD TL 2.00 ACT TL 2.14
SKD ONDUTY 2.35 EXP 23.42
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Contract Info Card #18

Topic:

Return to Domicile Extensions Sideletter II

How does a “Return to Domicile Extension”, as found in Section 8.N.2., differ from the “Extensions” found in Section 8.N.1. of our Collective Bargaining Agreement?

An extension, under Section 8.N.1., is one that occurs when you have completed your scheduled pairing and Crew Scheduling assigns additional flying (no more than one leg out of and one leg back to domicile) at the end of that pairing.

A return to domicile extension, under 8.N.2., occurs when the returning flight leg to your domicile has canceled, is worked by another Flight Attendant or by no Flight Attendant (e.g. a maintenance ferry flight) and as such, you cannot be returned to your domicile within 2 hours (2:00) of the check out time of your originally scheduled pairing. Please note that this is different from a situation in which you actually work your originally scheduled flight back to domicile, but it has been delayed and arrives later than 2 hours (2:00) past the originally scheduled check out time.

Example 1:

In this example, the Flight Attendant had one more leg left to work on his pairing: flight #3618 ORF/DFW. This flight canceled at the ORF outstation. Section 8.F.2.a. allows Crew Scheduling to assign him to new flying, however the substitute flying or deadheading, has to be scheduled for a check out time later than 2 hours (2:00) after that of his originally scheduled check out time. In this case, any assigned new flying would need to be scheduled for a check out time no later than 1820 (includes :15 minute debrief). Crew Scheduling assigned new flying in the form of a DH leg on flight #1003 ORF/DFW, but this flight was not scheduled to check out until 2115. This check out time is 4:55 later than the originally scheduled check out time therefore it would be considered a “back to domicile extension” and the flight should be coded with an “EX.”

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SEQ 21541      BASE DFW  SEL  207      DOM CRJ
FA1  BARROW R      EMP NBR 572***
   DT EQ  FLT STA DEP  STA ARR AC  FLY      GTR  GRD      ACT
SKD 21 E7 3617 DFW 0915 ORF 1300  2.45      0.30
ACT 21 E7 3617 DFW 0915 ORF 1300  2.45      2.45
SKD 21 E7 3618 ORF 1330 DFW 1605  3.35
ACT   E7 3618 ORF      DFW      0.00      CXLD
SKD  22 1003 ORF 1825 DFW 2100  EX 1.48AA
D/P SKD  2.45      P/C 1.48 TL  4.33
SKD ONDUTY 8.05
SEQ SKD  2.45      P/C 1.48 TL  4.33 TAFB 13.00
```


Example 2:

In the example below, the Flight Attendant was originally scheduled for two 2-day pairings, back to back. On day two of the first pairing, the leg back to domicile, flight #3756 cancels and the Flight Attendant is forced to overnight in XNA. As a result, these two-day, back to back pairings may turn into one four-day pairing. Flight #3468 on the 3rd, should be coded with an "EX" and the Flight Attendant should be placed into rest upon return to DFW following that flight, removing flights 3587 and 3554.

Following rest, the Flight Attendant may be required to complete their second two-day pairing. As an alternative to the in-domicile rest, the Flight Attendant can elect to fly an Extension. In this example, flights 3587 and 3554 would be paid at the premium EX rate if not removed for rest.

*Note - Section 8.O.1.f. requires Crew Scheduling to release you into rest and pay protect you for any flights missed over the duration of the rest period, upon arrival at your domicile. As an option, you may elect to continue your pairing as an Extension and will receive Extension premium pay of 200% of your applicable hourly rate. Make sure these flights have the "EX" code.

Crew Scheduling will contact you the night prior in accordance with the rest provisions in Section 7 and give you the option to fly or be put into rest upon arrival at domicile. However, if positive contact is not made by Crew Scheduling, the default will be to place you into rest upon returning to domicile the next morning and remove any affected flying. Once the pairing(s) are removed and awarded to another Flight Attendant, whether lineholder or reserve, the removed flying will be considered unavailable to be placed back into the original pairing. If you want to waive the rest under the provisions of Section 8.O.1.g., to fly the time as "EX" and have not been contacted by Crew Scheduling, you should call to notify them of your intent to keep the flying, before the flight(s) is awarded to another Flight Attendant.

(Example on page 52)

SEQ 23227	BASE DFW	SEL 202	ORG SCH	DOM CRJ	R/A	31
FA2 BARROW RW		EMP NBR	572***			
DT EQ	FLT STA DEP	STA ARR	AC FLY	GTR	GRD	ACT
SKD 01	E7 3649 DFW 0850	PIT 1225	2.35		0.30	
ACT 01	E7 3649 DFW 0847	PIT 1212	2.25	2.35	0.38	
SKD 01	E7 3648 PIT 1255	DFW 1500	3.05		1.45	
ACT 01	E7 3648 PIT 1250	DFW 1504	3.14	3.14	2.19	
SKD 01	E7 3759 DFW 1645	LIT 1755	1.10			
ACT 01	E7 3759 DFW 1723	LIT 1832	1.09	1.10		
D/P GTR	6.59	P/C	0.00	TL	6.59	
HALF DAY COUNT	LIT 3					
	SKD TL	6.50	ACT TL	6.48		
SKD ONDUTY	10.20	ODL	10.45			
ACT ONDUTY	10.57	ODL	10.08			
SKD 02	E7 3746 LIT 0540	DFW 0650	1.10		0.50	
ACT 02	E7 3746 LIT 0535	DFW 0644	1.09	1.10	0.51	
SKD 02	E7 3703 DFW 0740	XNA 0845	1.05			
ACT 02	E7 3703 DFW 0735	XNA 0831	0.56	1.05		
SKD 02	E7 3756 XNA 0920	DFW 1035	1.15		0.00	
ACT 02	E7 3756 XNA 1430	DFW 1542	1.12	CXLD		
D/P GTR	2.15	P/C	0.00	TL	2.15	
SKD ONDUTY	4.05	ODL	20.10			
ACT ONDUTY	3.51	ODL	20.24			
SKD 03	E7 3468 XNA 0540	DFW 0645	EX 0.33MQ		0.40	
ACT 03	XX 3468 XNA 0624	DFW 0736	EX 0.00MQ		3.14	
SKD 03 E7 3587 DFW 0725	OKC 0815 25 0.50				0.35	
SKD 03 E7 3554 OKC 0850	DFW 0945 25 0.55				0.00	

**This OKC turn should be removed for Legal Break with "LB" Code. This will only appear on the HII.*

SKD 03	XX 1259 DFW 1651	LBB 1756	25 0.33MQ			
ACT 03	XX 1259 DFW 1651	LBB 1756	25 0.00MQ			
D/P GTR	2.10	P/C	1.06D	TL	3.16	
HALF DAY COUNT	XNA 0					
	SKD TL	0.00	ACT TL	0.00		
SKD ONDUTY	12.25	ODL	10.44			
ACT ONDUTY	12.25	ODL	10.44			
SKD 04	E7 3468 LBB 0540	DFW 0645	25 1.05			
ACT 04	E7 3468 LBB 0540	DFW 0645	25 1.05	1.05		
D/P GTR	1.05	P/C	0.00	TL	1.05	
	SKD TL	1.05	ACT TL	1.05		
SKD ONDUTY	2.05		EXP	53.58		
ACT ONDUTY	2.05					
SEQ GTR	12.29	P/C	1.06	TL	13.35	TAFB 71.10



Contract Info Card #19

Topic:

Rest and Duty Free Periods

Q: *Section 7.C.2. tells me I can elect to receive a 24-hour break from duty rather than a calendar day free from duty in any seven day period, to accommodate pairing trades, optional exchanges and/or a pick-up of open time. How do I notify Swaps/Drops that I want to waive my right to a calendar day off?*

A: The mere act of submitting a request is your indication to Swaps/Drops that you intend to receive a 24-hour break in lieu of a calendar day off in seven. It is assumed that you have done your homework and are very much aware of what action you are asking Swaps/Drops to take on your behalf, whether it be to trade or pick up.

Q: *Before my next month's bidline was awarded, I picked up an OT pairing at the end of the month. The pairing I picked up crosses over into the next month. Once my bidline for the next month was awarded I realized I'd now be scheduled for eight (8) days in a row with only a 24-hour duty free period between the two four-day pairings. Is this legal?*

A: No, it is not legal if you picked up the time before the next month's bids were awarded. It is legal if you picked up the time after the next month's bids were awarded. Section 7.C.2. reads:

"If a Flight Attendant adjusts her/his schedule (OT pick up, pairing trade, etc) for the end of the current month before the final bid awards are made for the following month and such schedule adjustment puts her/him into a one in seven conflict after bids are awarded, the Flight Attendant shall not be considered to have waived the calendar day off. One day of flying shall be removed in order to accommodate the Flight Attendant's right to one day free from duty in any seven-day period."

Q: *Section 7.E.2.a. entitles me to ten hours of rest in domicile prior to duty on the next calendar day. Can I waive this if I want to pick up OT?*

A: Yes. As indicated in the previous question, the mere act of submitting a request is your indication to Swaps/Drops that you intend to waive your right to ten hours rest in domicile.

Q: Once my OT was awarded, I was scheduled for eleven hours of rest in domicile between pairings however, there was weather the day the pairing operated. As a result, my flights were delayed and I am now scheduled for eight hours of rest in domicile. Can I request my original eleven hours of rest back?

A: No, but you can request at least ten hours of rest in domicile. Section 7.E.2.d. does require you to notify Crew Scheduling within one hour (1:00) of being released that your schedule does not provide at least ten hours of rest.

Q: I am a Reserve, am I entitled to receive this ten hours of rest in domicile?

A: Yes, but only in certain circumstances. Please reference Section 7.E.2. You are entitled to receive it between Airport Reserve & a pairing; between 2 pairings and between a pairing & an Airport Reserve shift (not operating in the same calendar day). You are not entitled to receive the ten hours between a RAP and a pairing, an Airport Reserve shift or another RAP shift.

Q: I am on Reserve and finished a pairing today. I preferred for and was awarded a next day assignment which was another pairing. However, there was only nine hours of in domicile rest between these pairings. Is this legal?

A: It is assumed that you were well aware that there was less than the contractually provided ten hours of rest (Section 7.E.2.c.) when you submitted your preference. Therefore, you will be considered to have waived your right to this contract provision, when you submit a preference for an assignment which provides less than ten hours rest. However, if the assignment originally provided ten or more hours of rest, but due to delays ends up with less, you may contact Crew Scheduling and receive the contractually provided ten hours rest.

Q: I am a Reserve Flight Attendant and I've been assigned to RAP 2 today which begins at 1000. Crew Scheduling called me during rest at 0900 to give me an assignment. Is this legal? Aren't they interrupting my rest?

A: Yes. Interruption during a NAP (Non Availability Period) is not permitted except to provide notification of an assignment. However, such notification may only be made two (2) hours prior to the start of the RAP (Reserve Availability Period). In this case since the call was made one hour prior to the start of the RAP 2 shift, it is legal.

In the event, Crew Scheduling should call you more than two (2) hours prior to the start of your RAP shift and you answer your phone, positive contact has now been made. As such, you'll be obligated to receive an assignment provided it meets all the legality provisions of our contract.

***It is important to note that you are not obligated, in either of the scenarios listed above, to answer your phone prior to the start of your RAP shift. However, if you do, then positive contact will be considered to have been made and you will be obligated to accept all assignments you are legal and available to work.**

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