

CONTRACTUAL KNOWLEDGE IS POWER

Envoy Air – Duty & Rest Requirements for Flight Attendants

Trying to determine the amount of rest is one of the more difficult topics to explain and understand. Flight Attendant Duty/Rest requirements are found in FAR 121.467. These are the minimum requirements a carrier must follow. Here at Envoy however, AFA has negotiated rest protections that exceed those minimum requirements (refer to Section 7.E.). Under our collective bargaining agreement, Flight Attendants are entitled to receive the same rest requirements as that of the current FARs for pilots (not flight time restrictions). Part of that regulation reads that no certificate holder shall assign and no crew member shall accept duty in excess of the following numbers states below:

Scheduled Flight Time in 24 Consecutive Hours	Normal Rest Time Required In Same 24 Consecutive Hours	Rest Time Can Be Reduced to:	Compensatory Rest During The Next Rest Period Of:
<8	9	8	10*
8<9	10	8	11*
9>	11	9	12*

*Compensatory Rest is the next rest period following the reduced rest period. It must begin no later than 24 hours after the START TIME of the reduced rest period. Example: Flight Attendant begins an 8:00 hour reduced rest period (Release time to Report time) in MQT at 20:00 CT on Friday. The Compensatory Rest Period must begin no later than 20:00 CT on Saturday. This is an absolute/actual time, not a scheduled time.

*Deadheading is not considered to be flight time.

Schedule Limitations

- You must always remember to “look back”. At any given moment within the trip, look back over the past 24 hours. (Note: It may be necessary to “look back” from tomorrow. The look back does not only deal with time already flown.)

IF A FLIGHT IS DELAYED DUE OPERATIONAL NEEDS (I.E. WEATHER OR MECHANICAL) PROBLEMS, the **SCHEDULED** flight time(s) are still the number(s) used to calculate the appropriate amount of rest provided the schedule remains on the original routing. A diversion to an alternate location is included in this concept if the remaining flights scheduled on the trip remain unchanged.

- CHANGE OF SCHEDULE CALCULATION** – add up the **ACTUAL** flight time to the point of the schedule change and then add on the proposed new **SCHEDULED** flight time. The result must conform to the rest chart above.

In the following pages, we’ve provided some examples of a single trip to illustrate how the amount of rest required changes dependent upon when the change to the schedule is made.

Original Sequence

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SEQ 13184      BASE ORD SEL
QUALS REQUIRED
  DIV
  NAV
ORIG   S      EFF 06JAN13 THRU 27JAN13
      DT EQ FLT STA DEP   STA ARR AC FLY   GTR GRD   ACT
SKD   EA 3848 ORD 1030   SAT 1320   2.50           1.00
SKD   EA 3784 SAT 1420   ORD 1655   2.35           1.30
SKD   EA 3682 ORD 1825   EWR 2125   2.00
D/P SKD 7.25           P/C 0.00 TL 7.25
HALF DAY COUNT EWR 4
SKD ONDUTY 10.55 ODL 18.10
SKD   EA 3695 EWR 1635   ORD 1810   2.35           0.50
SKD   EA 3712 ORD 1900   XNA 2040   1.40
D/P SKD 4.15           P/C 0.00 TL 4.15
HALF DAY COUNT XNA 1
SKD ONDUTY 6.05 ODL 10.00
SKD   EA 3802 XNA 0740   ORD 0925   1.45           1.05
SKD   EA 3788 ORD 1030   PHL 1320   1.50
D/P SKD 3.35           P/C 0.00 TL 3.35
HALF DAY COUNT PHL 3
SKD ONDUTY 5.40 ODL 15.40
SKD   EA 3892 PHL 0600   ORD 0715   2.15           0.40
SKD   EA 3844 ORD 0755   ATL 1045   1.50           0.35
SKD   EA 3876 ATL 1120   ORD 1230   2.10
D/P SKD 6.15           P/C 0.00 TL 6.15
SKD ONDUTY 8.30
SEQ SKD 21.30      P/C 0.00 TL 21.30 TAFB 75.00
  
```

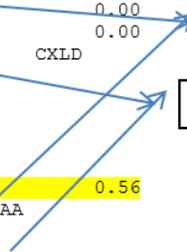
Example #1 Schedule Changed Before Sign-In

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SEQ 13184      BASE ORD SEL 617      DOM CRJ R/A 9
FA2 SMITHE NL      EMP NBR 123456
      DT EQ FLT STA DEP   STA ARR AC FLY   GTR GRD   ACT
SKD 27 EA 3848 ORD 1030   SAT 1320   2.50           1.00
SKD 27 EA 3784 SAT 1420   ORD 1655 2.35           0.00
SKD 27 EA 3682 ORD 1825   EWR 2125   2.00           0.00
RSK 27 DE 3682 ORD 1825   EWR 2125   2.00           0.00
ACT  DE 3682 ORD           EWR           0.00      CXLD
SKD 27 EA 3767 ORD 2100   ATL 2350 RA 1.50
D/P GTR 9.53           P/C 0.00 TL 9.53
HALF DAY COUNT ATL 3
SKD ONDUTY 13.35 ODL 10.50
ACT ONDUTY 15.38 ODL 8.47
SKD 28 EA 4668 ATL 1140   LGA 1359 RA 2.19           0.56
SKD 28 XX 337 LGA 1455   ORD 1645 RA 1.25AA
SKD   EA 3712 ORD 1900   XNA 2040   1.40
D/P SKD 4.15           P/C 0.00 TL 4.15
HALF DAY COUNT XNA 1
SKD ONDUTY 6.05 ODL 10.00
SKD   EA 3802 XNA 0740   ORD 0925   1.45           1.05
SKD 29 EA 3788 ORD 1030   PHL 1320   1.50
D/P GTR 1.50           P/C 0.00 TL 1.50
HALF DAY COUNT PHL 3
SKD ONDUTY 2.50 ODL 15.40
ACT ONDUTY 3.03 ODL 15.27
SKD 30 EA 3892 PHL 0600   ORD 0715   2.15           0.40
RSK 30 DE 3892 PHL 0600   ORD 0715   2.15           0.40
SKD 30 EA 3844 ORD 0755   ATL 1045   1.50           0.35
RSK 30 DE 3844 ORD 0755   ATL 1045   1.50           0.35
SKD 30 EA 3876 ATL 1120   ORD 1230   2.10
RSK 30 DE 3876 ATL 1120   ORD 1230   2.10
D/P SKD 6.15           P/C 0.00 TL 6.15
SKD ONDUTY 8.30
SEQ EST 20.17      P/C 1.25 TL 21.42 TAFB 75.15
  
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6.44

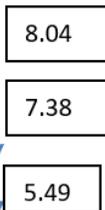
5.49



Remember, you must always use a 24-hour look back when adding flight hours to determine proper rest. For purposes of this example, we are going to look backwards, 24-hours, from flight # 4668 on the 28th. There are three flights scheduled within this time frame; flight #4668 at 2.19 hours, flight #3767 at 1.50 hours and flight #3784 at 2.35 hours. The total scheduled time equals 6.44 hours. Using the chart on page one as a guideline, we can see that the ODL (on duty layover) scheduled for 8.47 hours is considered reduced rest but is still legal since the flight time was less than 8 hours. The next rest period will be Compensatory and must be a minimum of 10 hours.

Example #2 Schedule Changed @ 1800 on the 27th

SEQ	EQ	FLT	STA	DEP	STA	ARR	AC	FLY	GTR	GRD	ACT
SEQ 13184	BASE	ORD	SEL	617	DOM	CRJ	R/A	9			
FA2	SMITHE	NL			EMP	NBR	123456				
SKD 27	EA	3848	ORD	1030	SAT	1320		2.50		1.00	
ACT 27	EA	3848	ORD	1028	SAT	1313		2.45	2.50	1.01	
SKD 27	EA	3784	SAT	1420	ORD	1655		2.35		0.00	
ACT 27	EA	3784	SAT	1414	ORD	1743		3.29	3.29	0.00	
SKD 27	EA	3682	ORD	1825	EWR	2125		2.00		0.00	
RSK 27	DE	3682	ORD	1825	EWR	2125		2.00		0.00	
ACT 27	DE	3682	ORD		EWR			0.00			
SKD 27	EA	3767	ORD	2100	ATL	2350	RA	1.50			
D/P	GTR	9.53			P/C	0.00		TL	9.53		
HALF DAY COUNT ATL 3											
SKD ONDUTY	13.35	ODL	10.50								
ACT ONDUTY	15.38	ODL	8.47								
SKD 28	EA	4668	ATL	1140	LGA	1359	RA	2.19			
SKD 28	XX	337	LGA	1455	ORD	1645	RA	1.25AA			
SKD	EA	3712	ORD	1900	XNA	2040		1.40			
D/P	SKD	4.15			P/C	0.00		TL	4.15		
HALF DAY COUNT XNA 1											
SKD ONDUTY	6.05	ODL	10.00								
SKD	EA	3802	XNA	0740	ORD	0925		1.45		1.05	
SKD 29	EA	3788	ORD	1030	PHL	1320		1.50			
ACT 29	EA	3788	ORD	1048	PHL	1333		1.45	1.50		
D/P	GTR	1.50			P/C	0.00		TL	1.50		
HALF DAY COUNT PHL 3											
SKD ONDUTY	2.50	ODL	15.40								
ACT ONDUTY	3.03	ODL	15.27								
SKD 30	EA	3892	PHL	0600	ORD	0715		2.15		0.40	
RSK 30	DE	3892	PHL	0600	ORD	0715		2.15		0.40	
SKD 30	EA	3844	ORD	0755	ATL	1045		1.50		0.35	
RSK 30	DE	3844	ORD	0755	ATL	1045		1.50		0.35	
SKD 30	EA	3876	ATL	1120	ORD	1230		2.10			
RSK 30	DE	3876	ATL	1120	ORD	1230		2.10			
D/P	SKD	6.15			P/C	0.00		TL	6.15		
SKD ONDUTY	8.30										
SEQ EST	20.17				P/C	1.25		TL	21.42	TAFB	75.15



For purposes of this example, we are once again going to look backward 24 hours, from flight # 4668 on the 28th. There are three flights scheduled within this time frame but because at the time the trip was changed, some of the flights had already been flown, we will be using an ACTUAL flight time in our calculation; flight #4668 at 2.19 hours (SKD), flight #3767 at 1.50 hours (SKD) and flight #3784 at 3.29 hours (ACT). The total scheduled time equals 7.38 hours. Using the chart on page one as a guideline, we can see that the ODL (on-duty layover) scheduled for 8.47 hours is considered reduced rest but is still legal since the flight time was less than 8 hours. The next rest period will be Compensatory and must be a minimum of 10 hours.

However, if we used a different 24-hour calculation, this time looking backwards from flight #3767 on the 27th, we still have three flights contained within this time frame.; flight #3767 at 1.50 hours (SKD), flight #3784 at 3.29 hours (ACT) and flight #3848 at 2:45 hours (ACT). The total of this time equals 8.04 hours. Using the chart on page one as a guideline, we can see that the ODL (on duty layover) scheduled for 8.47 hours is considered reduced rest but is still legal since the flight time was greater than 8 but less than 9 hours. The next rest period will be Compensatory and must be a minimum of 11 hours.

We will always use the greater amount of flight hours to calculate rest. In this instance, the greater amount of flight time from the two 24-hour look back listed above is 8.04 hours. The correct amount of compensatory rest for this sequence would be 11:00 hours scheduled between the 28th and the 29th.

Example #3 Schedule Changed @ 02:00 on the 28th

FA2	SMITHE	NL	EMP NBR 123456											
DT	EQ	FLT	STA	DEP	STA	ARR	AC	FLY	GTR	GRD	ACT			
SKD	27	EA	3848	ORD	1030	SAT	1320		2.50		1.00			
ACT	27	EA	3848	ORD	1028	SAT	1313		2.45	2.50	1.01			
SKD	27	EA	3784	SAT	1420	ORD	1655		2.35		0.00			
ACT	27	EA	3784	SAT	1414	ORD	1743		3.29	3.29	0.00			
SKD	27	EA	3682	ORD	1825	EWR	2125		2.00		0.00			
RSK	27	DE	3682	ORD	1825	EWR	2125		2.00		0.00			
ACT		DE	3682	ORD		EWR			0.00	CXLD				
SKD	27	EA	3767	ORD	2100	ATL	2350	RA	1.50					
ACT	27	EA	3767	ORD	2119	ATL	0153	RA	3.34	3.34				
D/P	GTR		9.53			P/C	0.00	TL	9.53					
HALF DAY COUNT ATL 3														
SKD	ONDUY		13.35	ODL	10.50									
ACT	ONDUY		15.38	ODL	8.47									
SKD	28	EA	4668	ATL	1140	LGA	1359	RA	2.19		0.56			
SKD	28	XX	337	LGA	1455	ORD	1645	RA	1.25AA					
SKD		EA	3712	ORD	1900	XNA	2040		1.40					
D/P	SKD		4.15			P/C	0.00	TL	4.15					
HALF DAY COUNT XNA 1														
SKD	ONDUY		6.05	ODL	10.00									
SKD		EA	3802	XNA	0740	ORD	0925		1.45		1.05			
SKD	29	EA	3788	ORD	1030	PHL	1320		1.50					
ACT	29	EA	3788	ORD	1048	PHL	1333		1.45	1.50				
D/P	GTR		1.50			P/C	0.00	TL	1.50					
HALF DAY COUNT PHL 3														
SKD	ONDUY		2.50	ODL	15.40									
ACT	ONDUY		3.03	ODL	15.27									
SKD	30	EA	3892	PHL	0600	ORD	0715		2.15		0.40			
RSK	30	DE	3892	PHL	0600	ORD	0715		2.15		0.40			
SKD	30	EA	3844	ORD	0755	ATL	1045		1.50		0.35			
RSK	30	DE	3844	ORD	0755	ATL	1045		1.50		0.35			
SKD	30	EA	3876	ATL	1120	ORD	1230		2.10					
RSK	30	DE	3876	ATL	1120	ORD	1230		2.10					
D/P	SKD		6.15			P/C	0.00	TL	6.15					
SKD	ONDUY		8.30											
SEQ	EST		20.17			P/C	1.25	TL	21.42	TAFB	75.15			

9.48 ACT Hours

Minimum required rest is 9:00 on the first layover followed by no less than 12 of compensatory rest on the next layover.

For purposes of this example, we are once again going to look backwards 24-hours from flight #3767 on the 27th. There are three flights scheduled within this time frame, but because at the time the trip was changed, all of the flights had already been flown, we will be using ACTUAL flight times in our calculation; flight #3767 at 3.34 hours (ACT), flight #3784 at 3.29 hours (ACT) and flight #3848 at 2:45 hours (ACT). The total of this time equals 9.48 hours. Using the chart on page one as a guideline, we can see that the ODL (on-duty layover) scheduled for 8.47 hours is not legal because the flight time was greater than 9 hours. The minimum rest in this example must be at least 9:00. The next rest period will be Compensatory and must be a minimum of 12 hours.

Legal to Start – Legal to Finish?

You may hear this phrase but you may be surprised by its proper application. If a crew and/or Envoy expect, **prior to take-off**, that any contractual or FAR required legalities will be violated or that the required start of a compensatory rest period will be infringed upon, the crew may not legally depart. However, if the original schedule met the necessary requirements, deviations due to weather or other unforeseen delays would be permitted. The key to the applicability of such an exception is the **unforeseen** weather conditions or other **unforeseen** delays disrupting an otherwise properly scheduled flight.

In Domicile Rest

Section 7 of our contract requires lines of time for the month to be built 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 outstations.

Section 7 further requires a Flight Attendant holding a line of time to be given a minimum of ten hours (10:00) of rest prior to duty on the next calendar day. Reserves placed into rest in domicile that will end on the next calendar day will receive a minimum of ten hours (10:00) rest between trip sequences; an Airport Reserve assignment and a trip sequence; a trip sequence and an Airport Reserve assignment; or within a sequence prior to the duty on the next calendar day. The ten-hour minimum rest does not apply between RAPs; RAPs and trip sequences; and RAPs and Airport Reserve assignments. In instances where you've not been provided at least 10 hours of minimum rest in domicile, it is important to note that you must call Crew Scheduling within one hour (1:00) of being released in order to receive it.

24 hours free-from-duty in 7 Calendar Days: Required even in chaos!

We have had many questions about the FAR regarding the 7-day issue. Parameters are clearly outlined in FAR 121.467 and Section 2.K. of the current Collective Bargaining Agreement. Scheduled rest, as provided for in this FAR, has been interpreted to be proactive in nature by the FAA. From the Federal Register, Page 42980; column 1; paragraph 2 states "Requiring operators to schedule rest periods ensures that Flight Attendants know in advance when rest periods will occur and that they will be of a specified duration." Additionally, Section 2.K. defines Days Off as follows; "Day Off means a period of time between the hours of 0001 and 2400 based on the local time". Language in Section 7.C.2. provides the FAR required day off or at the Flight Attendants' discretion a 24-Hour break from duty in domicile. Section 2.X. in our current agreement further acknowledges that a "Day Off, means a period of time between the hours of 0001 and 2400 based on the local time of a Flight Attendants domicile when a Flight Attendant shall be free of all duty with the Company". However, for purposes of Section 7.C.3. of our Agreement, "when a trip ends before 0200, it shall be considered to have ended before 0001."

We have experienced several weather scenarios whereby, Crew Scheduling has not given prior knowledge of scheduled rest periods nor provided days off in domicile.

These weather events led to several cases where flight attendants had been stuck at outstations for days (including scheduled days off); only to return to domicile to be informed by Crew scheduling that they would need to immediately begin additional flying. Crew scheduling reasoned that flight attendants had received their scheduled rest period(s) while at the hotel in the outstation. It is the Association's understanding that crews were not given prior knowledge that they were being placed into a scheduled rest period, free from all duty to the Company. Rather, they were informed to stay by the phone as their flight could leave at any given moment. In addition to which their days off were not in domicile per the collective bargaining agreement. The In-flight Department has acknowledged that prior notification of rest had not been given, and therefore a calendar day off should have been given once you arrived in domicile.

Should crew scheduling inform you that you would not be getting a calendar day off once you arrive in base, we need to know. If this happens to you, ask for a supervisor and inform them of your right. If the matter is not corrected, please make sure you send us a copies of the following should we have to file a grievance on the matter:

HI1, HI3/4, and HI5.

The company knows that they must give FA's their calendar day off in base. Line-holders should be released upon arrival if, past your original off day, Reserves should be released after the day.

Returning to base is an EX/JP and you must be released into rest. Below is contractual language from Section 8.N. and information on the calendar day off.

Meal-Break Rights

- Many have asked about the right to a meal break and what it exactly means. The contract states: *“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.”*
- So does this mean you should run off your plane and buy your food to eat later? No, it does not mean you should buy food only to consume it when it is cold. This language is meant for you to sit and eat your meal. Make sure you keep copies of your original HI3 and copies of any changes that have occurred. Don't forget you must inform the company, which in this case is crew scheduling of your need for a meal break once you arrive. If you have any issues make sure you contact your local Union Rep - <http://afaeagle.com/i-need-a-rep/>
- **You should not worry about causing a delay, as there will be someone to board and work your flight (at Hubs). The time removed will be unpaid but that is a decision scheduling will have to make. Your number 1 concern should always be your health and safety. Just reference Envoy's commitment to Safety and Security as stated in your EFB.**

Q&A:

- **When I take a meal break will I be automatically removed from my next flight?**

There is no set provision on whether you will be removed or if the flight will be delayed. Only you know the time you will need to go purchase/warm your meal and consume it based on past experience.

- **Is it true I only have 30 minutes to take my meal-break?**

No, but you must make good use of the time you do request.

- **If my flight is pre-boarded, will they also work the flight in order to prevent a delay?**

One would think, but that is solely up to the company.

You have contractual rights! This provision is not one that is invoked to irritate the company. 90% of meal-breaks requested are due to the schedules built by the planning department.

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 trip sequence, 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-round trip of your sequence has canceled, there is a possibility that at the time of cancellation, you had not yet arrived at the airport to begin that sequence. 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 trip sequence. If the flying is lost more than 24 hours prior to the start of the trip sequence, a different set of time parameters will be followed and those can be found in 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 10:45 and ending at 12:45. Crew Scheduling would have needed to assign the deadhead leg, flight #4236 to her, sometime between 10:45 and 12:45.

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 07:40 and ending at 09:40. 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

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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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#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 07:40 and ending at 09:40. 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.

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HSS/01/9245/21MAR<<
SEQ 9245      BASE ORD  SEL 161 ORG SCH DOM EMJ
FA1 SMITH S      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  ORD  0.00  CXLD
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 17:40 and ending at 19:40 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 06:30 and ending at 08:30. 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 flights 4211 & 4031 (ORD/IND/ORD) on March 21st, have also been canceled. If Flight Attendant Smith fulfilled her obligation and awaited assignment to new flying, from 06:30 until 08:30 on March 21st because of the cancelation of flight #4496 (YYZ/ORD), then she need not wait another two hours after the cancelation 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
```

Positive Contact

Members have notified us that FA's who are not management informed them of either a reassignment or extension.

Section 2.BBB. states:

“Positive Contact means interactive communication made either in person or via phone conversation (not phone message left) by a crew scheduler or a member of management.”

AFA's position is that FA's who are not actual management should not be accessing or have access to personal contact information. Per our contract, line- holders do not have to have a contact number listed in their HI1. You do have to have an emergency contact number for your manager in your file, only to be used in the event of an actual emergency.

To delete your home, cell and volunteer numbers from your HI1/2, you can use the following steps:

- Call AVRS at 1-888-436-2739
- Enter the first four characters of your DECS password followed by your employee number
- Once you access the system press 4 to make changes to your number
- Press 2 to delete your number (must be done for each number you have listed. i.e. home, cell, and volunteer)

MEMORANDUM OF UNDERSTANDING
by and betwixt
AMERICAN EAGLE AIRLINES
and the FLIGHT ATTENDANTS in the service of
AMERICAN EAGLE AIRLINES
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 **EXECUTIVE AIRLINES, INC. and AMERICAN EAGLE AIRLINES**, (hereinafter referred to as the "Company") and the Flight Attendants in the service of **EXECUTIVE AIRLINES, INC. and AMERICAN EAGLE AIRLINES, INC.**, as represented by the **ASSOCIATION OF FLIGHT ATTENDANTS** (hereafter 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 line containing all weekends off to be awarded to no less than one 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.C.2. and not replace any portion of the collective bargaining agreement.

AMERICAN EAGLE AIRLINES

**ASSOCIATION OF FLIGHT
ATTENDANTSCWA, AFL-CIO**


LINDA KUNZ
Vice President-Flight Service
Date 1/30/13


ROBERT BARROW
President
Master Executive Council
Date

Hourly Pay Increases:

Years of Service	4/1/2021	4/1/2022	4/1/2023	4/1/2024	4/1/2025
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
13-14 Years	\$37.25	\$37.98	\$38.82	\$39.77	\$40.94
14-15 Years	\$38.00	\$38.73	\$39.57	\$40.52	\$41.69
15-16 Years	\$38.75	\$39.48	\$40.32	\$41.27	\$42.44
16-17+	\$40.00	\$40.73	\$41.57	\$42.52	\$44.00

STEPPING THROUGH THE WAGE SCALE

Make sure you do not read the wage scale straight across. You step through the scale and get 2 raises each year, unless you have reached 16 years of Service!

Retirement and 401K

RETIREMENT: 401(k) Company Match Improvement

Current Contract provides the following 401K rates:

- 1 – 9 Years: 54% up to 6% for max of 3.25%
- 10 + Years: 61% up to 7% for max of 4.25%

Tentative Agreement improvements: 401k rates effective 3/2/22:

- 1 – 9 Years: 54% up to 6% for max of 3.25%
- 10 – 15 Years: 70.84% of up to 6% for max of 4.25%
- 16 – 19 Years: 83.3% of up to 6% for max of 5%
- 20 + Years: 100% of up to 6% for max of 6%

The percentages above address the amount you set aside from your gross paycheck into your 401k Retirement Account and in most cases is done on a pre-tax basis.

PER DIEM INCREASES

- January 1, 2024: per diem increase to \$ 2.00
- January 1, 2025: per diem increase to \$ 2.05

- **Current Hourly Per Diem: 2021 \$1.95**

- **Profit Sharing:**

We have negotiated profit sharing based off of AAG profits and had our first payout in March 2017 with average payment of \$1500.00.

- **Sick Time:**

We have negotiated profit sharing based off of AAG Sick time for 0 – 5 Years will increase to

3.30 hours per month, and for those who are 5 + years will receive 4 hours per month. Accrual is based on being active for the month and per section 20.

- **Reserve Standby:**

Flight Attendants who are scheduled for airport stand-by will receive an operational pay credit of 3.45 hours. Each day will be paid at the greater of vs. hours flown. For example, if scheduled for SBTY, and you fly a 2-hour turn, you will be credited for pay purposes the 3.45 hours. If you sit stand-by and perform no flying, you will be credited with 3.45 for pay purposes. If scheduled for airport stand-by and you end up flying 5 hours your pay credit will be 5 hours.