



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.