



# **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

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.

- 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
  - 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.





- 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 Flight Attendant may request that a pairing(s) dropped for Union Business be without pay.
- 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.





- 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.





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

- 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.