



---

## 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.



- 
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.