

**Association of
Flight Attendants**



AFL-CIO

Horizon Air

**Flight Attendant
Contract**

1998-2003

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AGREEMENT

between

HORIZON AIR INDUSTRIES, INC.

and the

ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO

**Covering
Flight Attendants**

Effective January 25, 1998

PREAMBLE

This is an Agreement made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between **HORIZON AIR INDUSTRIES, INC.**, and the Flight Attendants in the service of Horizon Air, as represented by the **ASSOCIATION OF FLIGHT ATTENDANTS**.

**ARTICLE 1
RECOGNITION**

In accordance with the certification R-5732 made by the National Mediation Board, the Company hereby recognizes the Union as the duly designated and authorized representative of the Flight Attendants in the employ of the Company for the purposes of the Railway Labor Act, as amended.

**ARTICLE 2
DEFINITIONS**

ACTIVE WORKING STATUS means being on the payroll and subject to work assignment by the Company under the Agreement. It excludes time on leave of absence or furlough. It includes time on vacation or sick leave except when either is paid for time off during a leave of absence or furlough.

ADMINISTRATIVE EMPLOYEES means those employees of the Company whose positions are covered by the Company's merit pay practices, but excluding those employees who are officers and directors.

BIDLINE means the individual work schedule for a Flight Attendant for a specified period of time (the bid period).

- a. SCHEDULED BIDLINE means a Bidline that contains no Reserve assignments.
- b. RESERVE BIDLINE means a Bidline that contains no Trip assignments.
- c. MIXED BIDLINE means a Bidline that contains Trip assignments and Reserve assignments.
- d. COVERAGE BIDLINE means a Bidline that contains no assignments when bid and may contain Trip assignments and Reserve assignments when awarded.

BLOCK HOUR, or Block to Block, or Block Out-Block In means the period of time when an aircraft first moves for the purpose of flight from the ramp blocks, under its own power, and ending when the aircraft comes to a stop at the ramp blocks.

CHECK FLIGHT ATTENDANT means a qualified Flight Attendant who is designated by the Company to review, advise, and evaluate the performance of Flight Attendants.

CHECK-RIDE means a planned evaluation of Flight Attendant proficiency and performance of all of her/his duties according to standards established by the Director of Inflight.

COBRA means the federal law that permits employees and certain dependents of employees to continue coverage under employer provided medical and dental insurance plans as such law may change from time to time.

COMPANY means Horizon Air Industries, Inc., doing business as Horizon Air.

COMPANY SENIORITY means total length of service as an employee of the Company as described in Article 12, Section B.

CONTINUOUS DUTY OVERNIGHT means a Trip or portion of a Trip for which the period of duty extends from one day to the next, with a scheduled layover of less than eight hours.

DEADHEADING means that portion of a trip pairing during which a Flight Attendant, on duty, is not scheduled as a working crew member.

DOMICILE means a geographical location from which a Flight Attendant's trip pairings originate and end.

DAY OFF means a calendar day originally designated on a final bid award, as a day with no duty scheduled, at a Flight Attendant's domicile.

DRAFT means the assignment of a Flight Attendant to duty on a Day Off.

DUTY DAY means a calendar day originally designated on a final bid award, as a day with duty scheduled, except that for the Schedule Provisions Section of Article 5, Duty Day shall have the meaning as therein defined.

FLIGHT ATTENDANT means an employee trained and qualified in accordance with Federal Aviation Administration (FAA) regulations governing flight attendants, who has responsibility for certain aspects of passenger safety, comfort and welfare, and who holds a position on the Flight Attendant seniority list.

FLIGHT ATTENDANT SENIORITY means the length of service with the Company as a Flight Attendant as described in Article 12, Section A.

INCENTIVE PAY means the compensation paid to Flight Attendants for block hours flown in excess of those for which the base salary is paid as described in Article 3.

IOE (Initial Operating Experience) means the supervised first duty a Flight Attendant performs on an aircraft in revenue service after completion of initial ground school.

PER DIEM means the compensation paid to a Flight Attendant for meals and any other duty time expenses not paid by the Company pursuant to Article 4.

PREMIUM PAY means the pay rate for certain extra duty assignments described in Article 6.

RESERVE means a duty assignment as described in Article 6, Section C.

RON means to remain overnight at a station other than the Flight Attendant's domicile.

SPECIAL ASSIGNMENT means duty that is not part of Company regular scheduled flight operations, such as a charter or an air show.

TRIP or TRIP PAIRING means a coded designation of a sequence of flights and/or deadheading assignments, beginning and ending at a Domicile, and designated as such by the Company.

TRIP KEY means the detailed description of a Trip or Trip Pairing, including the report time, flight number, arrival and departure time, and type of aircraft for all included flights.

TRIP HOUR means an hour of Trip Time.

TRIP TIME means that period of time a Flight Attendant is away from her/his Domicile, beginning at required reporting time, and ending when the Flight Attendant is released from duty.

UNION means the Association of Flight Attendants, AFL-CIO.

**ARTICLE 3
COMPENSATION**

A. SALARY. 1. Effective on the dates shown in the table below, the monthly salaries of Flight Attendants shall be as follows:

	<u>1/25/98</u>	<u>1/24/99</u>	<u>1/23/00</u>	<u>1/21/01</u>	<u>1/20/02</u>
First Year	1120.00	1155.00	1190.00	1225.00	1260.00
Second Year	1260.00	1295.00	1330.00	1365.00	1400.00
Third Year	1347.50	1382.50	1417.50	1452.50	1487.50
Fourth Year	1417.50	1452.50	1487.50	1522.50	1557.50
Fifth Year	1487.50	1522.50	1557.50	1592.50	1627.50
Sixth Year	1557.50	1592.50	1627.50	1662.50	1697.50
Seventh Year	1610.00	1645.00	1680.00	1715.00	1750.00
Eighth Year	1662.50	1697.50	1732.50	1767.50	1802.50
Ninth Year	1715.00	1750.00	1785.00	1820.00	1855.00
Tenth Year	1750.00	1785.00	1820.00	1855.00	1890.00
Eleventh Year	1785.00	1820.00	1855.00	1890.00	1925.00
Twelfth Year	1820.00	1855.00	1890.00	1925.00	1960.00
Thirteenth Year	1855.00	1890.00	1925.00	1960.00	1995.00
Fourteenth Year	1890.00	1925.00	1960.00	1995.00	2030.00
Fifteenth Year	1907.50	1942.50	1977.50	2012.50	2047.50

B. PREMIUM PAY. 1. Effective on the dates below, Premium Pay for Flight Attendants shall be as follows:

	<u>1/25/98</u>	<u>2/14/99</u>	<u>1/30/00</u>	<u>2/18/01</u>	<u>2/3/02</u>
	9.63	9.88	10.13	10.38	10.63

2. All Premium Pay under these provisions must be authorized by the Director of Inflight, her/his designee, or the Duty Officer via Crew Scheduling. Premium Pay shall be paid when:

- a. there is a trip extension that qualifies under Article 6, Section J, but there shall be no compounding of premium pay when a trip extension extends into a scheduled day off (See Article 6, Section J); and
- b. when a Flight Attendant attends training on a Day Off without other reduction in her/his work schedule (See Article 7, Section A.2.)
- c. when a Flight Attendant works on a scheduled Day Off pursuant to the charter and other special assignments, drafting, on-call assignments, or open time trip provisions of this Agreement (See Article 6, Sections F, G, H, and I.) A minimum of 6 trip hours per calendar day and a maximum of 14 trip hours per calendar day shall be paid.
- d. when a Flight Attendant on reserve is assigned a trip which extends into her/his scheduled Day Off. (See Article 6, Section C)

C. INCENTIVE PAY. 1. Effective on the dates below, Incentive Pay for Flight Attendants shall be paid in accordance with the rates in the table below per block hour of scheduled flying (or credited in accordance with the provisions of this Agreement) in excess of 80 Block Hours in a 35-day bid period. For the purpose of incentive pay calculation, Premium Pay assignments and Block or Trip Hours in a traded trip or trip taken on a give-away that are in excess of those originally scheduled shall be disregarded.

	<u>1/25/98</u>	<u>2/14/99</u>	<u>1/30/00</u>	<u>2/18/01</u>	<u>2/3/02</u>
First Year	16.00	16.50	17.00	17.50	18.00
Second Year*	18.00	18.50	19.00	19.50	20.00
Third Year*	19.25	19.75	20.25	20.75	21.25
Fourth Year*	20.25	20.75	21.25	21.75	22.25
Fifth Year*	21.25	21.75	22.25	22.75	23.25
Sixth Year*	22.25	22.75	23.25	23.75	24.25
Seventh Year*	23.00	23.50	24.00	24.50	25.00
Eighth Year*	23.75	24.25	24.75	25.25	25.75
Ninth Year*	24.50	25.00	25.50	26.00	26.50
Tenth Year*	25.00	25.50	26.00*	26.50	27.00
Eleventh Year*	25.50	26.00	26.50	27.00	27.50
Twelfth Year*	26.00	26.50	27.00	27.50	28.00
Thirteenth Year*	26.50	27.00	27.50	28.00	28.50
Fourteenth Year*	27.00	27.50	28.00	28.50	29.00
Fifteenth Year*	27.25	27.75	28.25	28.75	29.25

* Incentive pay progressions increases shall be effective at the beginning of the next bid period after a Flight Attendant's salary progression increase date.

2. Incentive Pay block hour credit shall be awarded for:

- a. the scheduled flying time, as shown in a Flight Attendant's final bid schedule, in those trips she/he actually performs.
- b. the scheduled flying time in all the scheduled trips in a bidline remainder that a Reserve Flight Attendant awarded such a bidline remainder actually performs. (See Article 6, Section B)
- c. the scheduled flying time in a complete trip actually performed by a Flight Attendant on a Reserve assignment. (See Article 6, Section C)
- d. the scheduled flying time in a charter trip that is awarded to, and performed by, a Flight Attendant pursuant to a bid as a substitute for, or in addition to, her/his regularly assigned duty. (See Article 6, Section F)
- e. fifty percent (50%) of scheduled deadheading time in trips the Flight Attendant is awarded incentive pay credit pursuant to paragraphs a through d above.

ARTICLE 4

DUTY-TIME EXPENSES

3. 3.8 block hours of Incentive Pay block hour credit shall be awarded for:

a. every day of scheduled Reserve duty during which flight duty is actually performed, unless the assignment scheduled was a complete trip as shown in the trip key. (See Article 6, Section C)

b. every day of training except those for which Premium Pay is paid. (See Article 7, Section A.2.)

c. every day of vacation for which vacation pay is paid. (See Article 10, Section D)

d. every day an Inflight Trainer or Instructor works but performs no flying duty. (See Article 7, Section B)

e. a special assignment on any day that is not a Day Off. (See Article 6, Section F)

f. every day of paid sick leave in lieu of the originally scheduled block hour credit, provided that the total of all sick leave block hour credits shall not exceed the total block hour credits the Flight Attendant would have received had she/he performed all duty on such trip(s). (See Article 8, Section B)

D. CHECK FLIGHT ATTENDANT PAY. 1. A Flight Attendant will be paid a premium of 10% of her/his salary as shown above for any period she/he works as an Inflight Trainer.

2. A Flight Attendant will be paid a premium of 20% of her/his salary as shown above for any period she/he works as an Inflight Instructor.

E. PER DIEM. Effective on the dates below, a Flight Attendant shall be paid Per Diem for all Trip Hours in accordance with the following rates:

1/25/98	2/14/99	1/30/00	2/18/01	2/3/02
\$1.30	\$1.35	\$1.40	\$1.45	\$1.50

A. LODGING. A Flight Attendant will be provided a single-occupancy room with private bath, paid for by the Company, when:

1. She/He has a scheduled layover away from Domicile in excess of five hours between the hours of 2000 and 0800 the following day unless it is known at the time of arrival that the actual time of layover will be two hours or less.

2. The Director of Inflight gives express consent in the case of any other layover.

During daytime layovers, the Company may provide single or multiple occupancy day rooms or other crew rest areas. In determining whether, and what type of accommodations, to provide, the Company will consider the rest needs of the Flight Attendants and their preferences.

In selecting layover accommodations, the Company will consider the fire safety and physical security of the premises, the cleanliness and quietness of the rooms, the availability of nearby eating facilities and the recommendations of interested Flight Attendants; however, the Company retains the right to determine the suitability of layover accommodations.

B. TRANSPORTATION. When the Company provides layover accommodations, it shall also provide transportation from and to the airport and to and from restaurant(s) designated by the Company, if no designated restaurant is within one quarter mile of the layover accommodations. Normally such transportation will be by hotel van or Company-provided crew car; however, if no such transportation is available within 30 minutes from call, a Flight Attendant may request authorization to use an alternate means of ground transportation and, if such request is approved by the Director of Inflight or her/his designee, then she/he may claim reimbursement for her/his expense by submitting a Company expense report.

C. PARKING. Consistent with such regulations as may be set forth by the applicable airport authority, the Company will pay for airport parking of a Flight Attendant's personal automobile at her/his domicile. If monthly parking is available, the Company will direct pay the appropriate airport authority unless the Flight Attendant and the Company have agreed upon another arrangement.

D. IN-FLIGHT MEALS. On those flights which the Company serves meals or snacks, one of the meals or snacks may be consumed by each working Flight Attendant on board, provided that it does not interfere with her/his cabin service and is consumed out of the sight of passengers.

ARTICLE 5 HOURS OF SERVICE

A. SCHEDULE PROVISIONS. The following provisions shall apply in the preparation of the Flight Attendant bidlines:

1. Scheduled and Mixed bidline block hours in a 35 day bid period shall average no more than eighty-six (86) block hours and shall not exceed one hundred five (105) block hours. However, up to five percent (5%) of the Scheduled bidlines may contain up to one hundred fifteen (115) block hours; provided that, the Scheduling Committee shall have the right to disapprove any line that exceeds one hundred five (105) block hours. A coverage line, when assigned, shall not exceed one hundred five (105) block hours.
2. Solely for the purpose of determining whether a Mixed or Coverage bidline would exceed the one hundred five (105) hour maximum, every day of Reserve assignment shall be deemed to have a value of 3.8 block hours.
3. No more than 30 block hours shall be scheduled in a 7 day period.
4. No more than 13.5 hours of Duty shall be scheduled normally in a Duty Day, except for continuous duty overnight and charter trips, which will not exceed 16 hours of Duty. Except for continuous duty overnight and charter trips, the maximum number of hours that may be scheduled in a Duty Day is 14.
5. No more than 8 block hours shall be scheduled during any Duty Day.
6. Scheduled bidlines shall contain a minimum of 14 calendar days off in a 35 day bid period.
7. Coverage and mixed bidlines shall contain a minimum of 13 calendar days off in a 35 day bid period.
8. Reserve bidlines shall contain a minimum of 12 calendar days off, including at least one block of 4 consecutive days off.
9. At domiciles where there are mixed bidlines, at least 50% of the bidlines shall contain a minimum of 14 calendar days off in a 35 day bid period.
10. The minimum rest period at a Flight Attendant's domicile shall be 10 hours free of Duty, except for continuous duty overnight trips.

11. The minimum rest period to break a Duty Day away from a Flight Attendant's domicile shall be 8 hours free of Duty.

12. The maximum number of flight legs in a Duty Day will be 9 of which no more than 8 will be worked as a crew member.

13. Within any 7 day period there shall be scheduled at least one period of 24 consecutive hours off, free of any Duty. Except during bid period transitions, consisting of the last 6 days of the old bid period and the first 6 days of the new bid period, the 24 hour period shall be a calendar day.

14. Awarded bidlines shall only vary from the foregoing provisions as may result from those changes specified in paragraph 4 of the Schedule Publication and Bidding Section of Article 6.

15. For schedule selection purposes under this Section:

a. Duty shall begin at the Report Time for a Duty Day shown on the trip key and shall end 15 minutes after the last scheduled arrival time for the Duty Day, except that if the last leg is a deadhead leg, the Duty Day shall end 5 minutes after the scheduled arrival time;

b. Duty Day shall mean the period between the end of a rest period and the beginning of the next rest period; and

c. Report Time shall be no less than one hour before the first scheduled departure of a Duty Day at the Flight Attendant's domicile, and no less than 30 minutes before the first scheduled departure after a rest period away from domicile.

B. DUTY LIMITATIONS. The federal regulation governing duty times and rest periods for the flight crew operating the aircraft on which a Flight Attendant is working shall be applied to limit the actual duty periods of a Flight Attendant unless the Company is unable to substitute a Reserve or Drafted Flight Attendant in time to prevent a flight cancellation. If a law or regulation that is binding on the Company specifically governs Flight Attendant duty times or rest periods during the term of this Agreement, then that law or regulation shall apply and not the regulations governing flight crew members.

ARTICLE 6 CREW SCHEDULING

A. GENERAL PRINCIPLES. Except as provided elsewhere in this Article, Flight Attendant work assignments shall be incorporated into individual work schedules and offered for selection as bidlines. The Company will prepare bidlines taking into consideration economy of operations, efficient utilization of employees, the equitable distribution of work and input from the Scheduling Committee regarding Flight Attendant preference with respect to trip pairings. Bidlines may include Company-required training, mandatory meetings and special assignments, such as air shows and charter trips.

1. SCHEDULING COMMITTEE. The Union may designate representatives to attend Scheduling Committee meetings equal in number to those designated by the Company. The Scheduling Committee shall advise the Company with respect to trip pairings that present difficulties to flight attendants and those that work well. There shall be no pay, block hour or trip hour credit for attending Scheduling Committee meetings; however, the Director of Inflight may excuse a flight attendant from duty without loss of salary to attend a Scheduling Committee meeting if she/he determines that the reserve coverage is adequate.

2. Continuous Duty Overnight Trips will be confined in separate Bidlines as much as possible.

3. There shall be no Mixed Bidlines at the Portland Domicile or any co-domicile so long as there are more than 25 Flight Attendants at such Domicile or co-domicile.

4. For each bid period (currently 35 days, commencing on Sunday and ending on Saturday) the Company shall develop a bidline for each Flight Attendant who it anticipates will be working during the bid period.

5. Insofar as is practicable and consistent with the efficient utilization of personnel and the Schedule Provisions section of Article 5, every reasonable effort shall be made to eliminate scheduled aircraft changes on trip pairings.

6. The Schedule Provisions of Article 5 shall be adhered to in the development of bidlines for each bid period. If there is an urgent need to exceed these limitations because of a shortage of Flight Attendants, the LEC President or her/his designee will be consulted for suggestions on minimizing the impact on Flight Attendants.

B. SCHEDULE PUBLICATION AND BIDDING. Flight Attendants at each domicile shall select bidlines for each bid period according to their Flight Attendant seniority. A Flight Attendant in an active work-

ing status at the domicile will be provided an opportunity to bid unless the Company has confirmed that she/he will not continue to be in such a status on and after the seventh day of the bid period. A Flight Attendant who is not on active status at the beginning of the bidding process for a bid period may participate in the bidding process only if, by that date, she/he has confirmed her/his ability and intention to be in an active working status by the beginning of the bid period to the Director of Inflight. A leave of absence scheduled return date will satisfy this requirement unless the Flight Attendant has not been actively working because of a serious health condition and she/he has not provided an unqualified medical determination that she/he will again be able to perform the functions of her/his job on her/his scheduled return date. The following bidding procedures will apply except as provided in paragraph 6 of this section.

1. Prior to the 21st day, usually not later than 1700, all the available individual bidlines for the next 35-day period shall be made available to all Flight Attendants. Bidline Trips and Trip Pairings shall be placed in each Flight Attendant's Company mail box. Bids will remain open for no less than 5 days. Along with the Bidlines and Trip Pairings Flight Attendants shall also be provided with the date bids will close, and the date the Company's Crew Scheduler then plans to make the final Bid Awards available.

2. Bids must be recorded on the bid triangles posted at the domiciles by 0900 of the specified bid closing day to insure being considered. However, any bid recorded before the Company's crew scheduler collects the bid triangle will be considered. Bids may be submitted by proxy. A Flight Attendant who is on vacation or who is unable to submit her/his bid in person due to an unexpected illness or injury on the day that bids are due may submit her/his bid by telephone or telegram. Bids will be awarded on the basis of the bids shown on the bid triangles when they are collected.

3. Bid awards will be made available to Flight Attendants as soon as practicable after they are final. A list of the awarded bidlines (including reserve lines), showing the name of each Flight Attendant next to her/his awarded bidline, shall be provided to each Flight Attendant by 1700 of the 31st day. The cover letter of the final schedule will include the date on which the bidlines and trip pairings will be available for the next bid period and the bid closing date for the next bid period.

4. Except as described below, bidlines shall not be changed by the Company without cause, such as adjustments for vacation, training and circumstances that were not foreseen, and those necessary to accommodate the transition from one bid period to the next. An overnight on the last day of the bid period normally will be flown by the Flight Attendant holding that trip in that bid period.

a. When a Scheduled Line Holder terminates employment or goes

on a leave of absence, the remainder (yet to be flown portion) of her/his bidline will be made available to Reserve Line Holders provided:

(1) There will be at least one week of duty left in the bid period after the award of the remainder of the line to the Reserve Line Holder; and,

(2) The Company determines, based on known and anticipated circumstances, that awarding the bidline remainder will not cause a "drafting" situation later in the bid period because of a shortage of Reserve Flight Attendants. Shortages result not only from an overall shortage of Reserves, but also because of an imbalance in the availability of Reserves with various trip length potential on certain days.

b. When the Company determines that a bidline will be made available to Reserve Line Holders, it will contact in Seniority order those Flight Attendants it determines will be eligible for the bidline remainder consistent with a.(2.) above.

(1) If the Flight Attendant to be contacted is on a Reserve duty day but not working an assigned trip, the Company will make one call to her/his designated contact number. If contact is not made, the Company will attempt to contact the next eligible Flight Attendant.

(2) If the Flight Attendant to be contacted is on a day off, the Company will attempt to contact her/him at her/his primary contact number. If contact is not established, the call will be repeated not less than four (4) hours later. If contact is not made, the Company will attempt to contact the next eligible Flight Attendant.

(3) If the Flight Attendant to be contacted is working an assigned trip, the Company will leave a message to contact Crew Scheduling at a station she/he is scheduled to visit that day. If the Flight Attendant does not contact Crew Scheduling within one hour after release from duty that day, the Company will attempt to contact the next eligible Flight Attendant.

c. A Reserve Line Holder who is awarded a bidline remainder shall be eligible for the block hour credit, and incentive pay if applicable, for the trips she/he is assigned in the bidline remainder, on the same basis as the original bidline holder. Her/His incentive pay eligibility shall include all block hour credit accrued while on Reserve status prior to being awarded the bidline remainder.

d. The Reserve Line Holder who is awarded the bidline remainder shall continue to be entitled to only the 12 days off for Reserve Line Holders. Accordingly, Crew Scheduling may make adjustments to a bidline remainder to customize it to the Reserve Line Holder.

e. If the Company makes a determination that no Reserve Line Holder can be awarded a bidline remainder due to anticipated coverage restraints, the trip(s) will be placed in Open Time for Premium Pay. However, if not picked up as Open Time, the Premium Pay status for the trip(s) will cease to apply.

5. A Flight Attendant who fails to bid may be assigned a bidline.

6. In the event the Company is unable to comply with the above procedure in any way, the LEC President or her/his designee will be given notice in advance, supported by written verification as to which provision(s) will not be met for that bid period and reason(s) therefor.

C. RULES FOR RESERVES. Flight Attendant Reserve days may be mixed in with other trips within a Mixed or Coverage Bidline or may be contained entirely in separate Reserve Bidlines. Except for changes caused by the continuation of a trip commencing on a scheduled duty day into a Day Off (which may result in another Day Off in accordance with paragraph 6 below), scheduled days off in a bidline that is exclusively reserve may only be changed once during the bid period without the consent of the Flight Attendant.

1. A day of reserve assignment shall commence at 0001 hours and end at 2400 hours and, if contacted, a Flight Attendant may be required to take any trip (including a trip that ends the following day) commencing during that period. However, a Flight Attendant shall only be required to be contactable between 0400 and 2200 hours (local time at domicile). During that period, the Flight Attendant shall remain contactable at the phone number that she/he provides to the Company's crew scheduling department, unless released by the Director of Inflight or her/his designee.

2. If a Flight Attendant on Reserve has a compelling reason to be excused, such as a long-standing engagement that cannot be rescheduled, and if the Director of Inflight determines that there are sufficient other reserves available or that no further assignments are likely that day, the Company may release the Flight Attendant for the remainder of a day.

3. If a Flight Attendant on Reserve will not be available at her/his primary contact number, she/he shall advise the crew scheduling department how she/he may be contacted at any time during her/his absence. A Flight Attendant who elects to use a "beeper" shall insure that she/he may be contacted on it at any time it is in use as her/his contact number. The primary contact number must be for a working telephone where the Flight Attendant normally resides while on reserve; it may not be a "beeper" number.

4. Crew Scheduling shall follow the call-out practice it uses for call-out of pilots in determining which Flight Attendant on Reserve to

assign to a trip. As set forth in the Flight Crew Policy Handbook, Amendment 18 (12/23/93):

Reserve assignments will be made on a "First-In, First-Out" basis, so that the [Flight Attendant] with the most rest since her/his last duty assignment will be the next in order for call-out, consistent with the number of reserve days scheduled and the comparable number of trip days to be covered. For example, the most rested single day reserve will cover the next day trip, the most rested reserve with two remaining reserve days will cover a two day trip, etc. Call-Out order will be calculated automatically using the SBS FIFO feature.

Exceptions to the above practice specified in the Flight Crew Policy Handbook Amendment 18 (12/23/93) shall not apply to Flight Attendants. Amendments to the "First-In, First Out" call-out practice for pilots shall also apply to Flight Attendants.

5. A Flight Attendant on Reserve shall be notified as soon as possible, taking into account other priorities of the Company and the time of day, after the need for her/his assignment is known. Assignment of a trip does not relieve the Flight Attendant from her/his Reserve status and the requirement that she/he be immediately contactable if the Company changes her/his Reserve assignment.

a. If a trip assignment is made at least one and one half hours before the Report Time shown on the Trip Key, a Flight Attendant on Reserve shall be expected to report in accordance with the Trip Key instructions for the trip.

b. When there is a short call, a Flight Attendant on Reserve shall check in for duty as soon as possible, but shall not be late if she/he checks in one hour after the call.

6. A Flight Attendant on Reserve who is assigned a trip which extends into her/his scheduled day off is eligible for Premium Pay beginning at 0001 of the day off until released. The Flight Attendant may be given another Day Off instead of the Premium Pay if she/he and the Director of Inflight can find a mutually agreeable alternative day within the remaining days of the bid period.

7. If a Flight Attendant on Reserve is assigned a full trip (as published in the Bid Period Trip Key) and she/he completes that trip, including any extension thereof, she/he will be excused from further Reserve duty for the rest of that calendar day and will not be assigned to any other trip or portion thereof. The only exception to a release for the remainder of the calendar day following completion of a full trip shall be when such originally scheduled trip actually checks out within the two hour period after midnight.

8. Unless excused after completion of a full trip in accordance with paragraph 7 above, a Flight Attendant on Reserve shall contact Crew Scheduling upon completion of her/his assignment to determine whether she/he is to: (a) remain on duty; or (b) begin a rest period in accordance with the Duty Limitations provisions of Article 5. If she/he is told to begin a rest period by Crew Scheduling, she/he may not be contacted again for Reserve Duty that calendar day until she/he has had a period free from duty as required by the Duty Limitations provisions of Article 5. Unless she/he is told to begin such a rest period within 45 minutes, she/he shall remain available for assignment and on duty status until 8 hours after her/his duty began that calendar day. She/He shall be released from Reserve Status for the remainder of that calendar day if she/he has not been given an assignment within that 8 hour period. While waiting possible assignment she/he shall return to where she/he is at her/his contactable phone number as provided to Crew Scheduling, unless she/he is told to remain at the airport in anticipation of an assignment.

9. A Flight Attendant shall receive 3.8 block hours credit for each day she/he works any trip or portion thereof while on Reserve status. However, a Flight Attendant on Reserve who is assigned a full trip (as published in the bid period trip key) and who completes that trip will be credited with the scheduled block hours for that trip, if that is greater than the combined daily credit(s) for the days of that trip.

D. TRIP TRADES AND GIVE-AWAYS. Each Flight Attendant may trade trips with, and give away trips to, another Flight Attendant from the same domicile subject to the following conditions:

1. Only full periods of scheduled duty may be traded or given away.

2. All trips traded must be within the same bid period. There is no limitation on the number of trips that may be traded or accepted on give-aways. However, a Flight Attendant may only give away trips that, in total involve ten (10) or less duty days in a bid period.

3. Portions of a Trip Key may only be traded or given away if they return to the Domicile from which they started and are specifically approved by the Director of Inflight. However, a Flight Attendant may trade or give away such a portion of a Continuous Duty Overnight Trip without such special approval.

4. Mixed Line and Coverage Line holders may trade or give away time on Reserve with Mixed Line, Coverage Line or Scheduled Line holders, but only if all consecutive days of Reserve assignment are traded as a block and the Company determines that the trade will not reduce its coverage flexibility or utilization.

5. A Reserve Line Holder may trade with another Reserve Line

Holder one or two complete, scheduled consecutive-day blocks of reserve days during a bid period so long as the trade does not result in either being scheduled for reserve duty on seven (7) or more consecutive days. Reserve Line Holders may not give away any portions of their schedules or trade any portion of their schedules that are not complete consecutive-day scheduled blocks.

6. Generally, a request for a trip trade or give-away must be submitted at least five days prior to the first trip affected by the trade or give-away. However, a later submitted request may be considered at the discretion of the Director of Inflight, and a request that could not have been submitted earlier involving trips at the beginning of a bidline because of the time the final bid awards were made available to Flight Attendants will be considered.

7. A Flight Attendant involved in a trip trade or accepting a give-away is responsible for reviewing her/his revised work schedule to determine if it is consistent with the Duty Limitations Section of Article 5 and does not violate any provision of this Agreement.

8. Planned trip trades and give-aways shall be submitted on forms supplied by the Company. The Crew Scheduling Department will advise the Director of Inflight, or her/his designee, whether the revised schedules of both parties are likely to result in either Flight Attendant exceeding the Duty Limitations Section of Article 5. No trip trade or give-away shall be effective until confirmation is received by the Flight Attendant.

9. If the Company determines that a Flight Attendant has repeatedly been involved in trip trades or give-aways that are not consistent with this Agreement, it may suspend her/his trip trading or give-away rights under this Agreement.

10. A Flight Attendant may not accept duty days from trip trades or give-aways from another Flight Attendant during any period of time that she/he will not be available to work such duty days. If a Flight Attendant has accepted duty days in a trip trade or give away, then resigns her/his employment prior to having worked such days, she/he will be charged against her/his accrued vacation at a rate of 8 hours per duty day. If the vacation is insufficient to cover all duty days missed, the deficient hours will be deducted for the Flight Attendant's final pay check.

E. CANCELED TRIPS. If a Flight Attendant is relieved from a trip because it was canceled or for any other reason, she/he may be required to be on reserve status for the duration of her/his scheduled trip time. Unless no other reserve Flight Attendant is available, she/he shall not be assigned a trip that is scheduled to return to her/his domicile more than two hours after the scheduled return time of her/his canceled trip. The Company shall endeavor to build IOE training into the final schedule. However, if the Company does remove a Flight Attendant from her/

his scheduled trip to provide IOE training she/he may be asked to be on Reserve. If a Flight Attendant has been retained on reserve in place of scheduled flying, she/he will be given first priority for any assignment that is scheduled to return to her/his domicile within two hours after the scheduled return time of her/his originally scheduled trip, unless she/he asks to be excused or to be called only if necessary to avoid the Company making a drafting assignment. If a Flight Attendant asks to be excused, and the Director of Inflight determines that sufficient other reserves are available or that no further assignments are likely during the period the Flight Attendant is available for call, she/he will be excused.

F. CHARTER TRIPS AND OTHER SPECIAL ASSIGNMENTS. Charters not included in Bidlines as outlined in Section A above that are received by the Crew Scheduler more than 7 days prior to departure of the trip shall be posted for bid as soon as practicable. Flight Attendants shall have until 5:00 pm of the 5th day before the trip departure date to bid for the trip. Bidders shall list their name and seniority number. The charter trip will be awarded no later than 5:00 pm of the third day before the trip departure date.

Charter bidders at the Domicile will be considered in order of Flight Attendant seniority. If more than 5 Flight Attendants bid for a charter, consideration may be limited to the 5 with the greatest seniority. If a Bidline holder's scheduled trip conflicts with the charter, the switch will only be made if it can be done without reducing the Company's overall utilization of Flight Attendants. No Premium Pay shall be paid. Once awarded, the assignment will not be changed, except that if the charter trip is canceled, the Crew Scheduler will attempt to reassign the original trips if there is sufficient time to do so. If not reassigned, the bidder will be required to be on Reserve for the days of the charter trip.

Charters which are not staffed after consideration of bidders and charters received less than 7 days prior to departure shall be treated the same as any other open trip, which is as follows:

1. Reserves. No Premium Pay shall be paid.
2. Flight Attendants who have placed themselves On Call for Premium Pay on the dates of the charter. Premium Pay shall be paid.
3. Drafted Flight Attendants. Premium Pay shall be paid.

Notwithstanding the above procedures, no charter shall be assigned if it will cause a violation of the Duty Limitations Section of Article 5 for the bid period, and the Company may assign a specific Flight Attendant to work a charter that has not been included in her/his bidline if the Marketing Department or the customer so requests. Special assignments, other than charters, may be assigned by the Director of Inflight in accordance with the needs of the Company.

above.

J. EXTENDED DUTY PAY. If changes are made to a Flight Attendant's scheduled trip which involve her/his flying more or different revenue flight segments, deadhead flight segments, or non-revenue flight segments in addition to the original scheduled revenue flight segments, resulting in her/his scheduled release time being extended by more than 30 minutes, the additional duty time incurred in excess of the 30 minutes will be compensated with Premium Pay.

1. Extended duty Premium Pay continues into the next duty day until the trip ends if a RON is added to a trip that would have otherwise ended at the Flight Attendant's domicile without an RON. No Premium Pay for work on a "day off" will be paid in this circumstance.
2. A Flight Attendant working on a Reserve assignment shall be eligible for Extended duty Premium Pay, provided she/he has been assigned a complete trip (as shown in the trip key) and has flown all legs assigned up to the point where the assignment becomes eligible for such pay.
3. Extended duty Premium Pay will not be paid for extended duty on a drafting or other day off Premium Pay work assignment. However, a Flight Attendant who is drafted and elects to receive a compensatory day(s) off in lieu of Premium Pay in accordance with Section G above, shall be eligible for Extended Duty Premium Pay on a drafting assignment.
4. Flight Attendants shall be paid Premium Pay in accordance with the extended duty pay calculation method described on the Flight Attendant Extended Duty Pay Determination and Record form. Individual Flight Attendants will be responsible for claiming Extended Duty Pay. To claim EDP, the determination/record form must be filled out by the Flight Attendant(s) at the completion of her/his trip. This form provides both a flow chart to determine if EDP applies to the trip, and a section which calculates the amount of EDP to be paid. Copy one of the form must be turned in to Crew Scheduling at the completion of the trip.

K. TRANSITION SCHEDULE ADJUSTMENTS. The Company may reschedule any Duty Days dropped from a Flight Attendant's awarded bidline because of the transition from the prior bid period schedule only within the first seven (7) days of the bid period. The Company may, however, schedule the Flight Attendant to work different trips than were originally scheduled within the first seven (7) days of the bidline, so long as she/he is not scheduled to exceed the number of duty days that were originally scheduled within the first seven (7) days of her/his bidline, inclusive of any duty days contained in a transition trip. No other adjustments will be made to a Flight Attendant's schedule in the remaining four (4) weeks of the bid period as result of a transition conflict. In addition, a Flight Attendant may attempt to protect any two (2) scheduled Days Off

G. DRAFTING. When there is a crew replacement needed that cannot be covered by assignment of a Reserve Flight Attendant, the Company may Draft a Flight Attendant who is not otherwise scheduled for duty.

1. If a Flight Attendant is Drafted, she/he will be paid Premium Pay unless she/he indicates at the time she/he is drafted that she/he prefers to be given day(s) off equivalent to the number of days she/he was Drafted. If she/he elects to take a day(s) off instead of Premium Pay, it is the Flight Attendant's responsibility to arrange mutually agreeable dates with the Director of Inflight. If mutually agreeable dates have not been set within three days after the Flight Attendant returns from the Drafting assignment, the days off election shall be canceled. After agreement has been reached, the Company may not change the days off without consent of the Flight Attendant.

2. The Company will attempt to Draft the least senior Flight Attendant available who may be assigned the duty without violating the Duty Limitations Section of Article 5. However, the Company may excuse a Flight Attendant from any Drafting assignment.

H. ON CALL ASSIGNMENTS. Any Flight Attendant who wants to earn Premium Pay (but not days off) for working on any of her/his scheduled days off when the Company would otherwise draft may submit a list of her/his available days to the Director of Inflight or her/his designee. The Company will call, in seniority order, those volunteers at the domicile who could work the trip without interfering with the rest of their schedule before Drafting for a special assignment. In addition, the Company may solicit volunteers for days on which no Flight Attendant has indicated availability, and for such days, may select the first Flight Attendant who volunteers.

I. OPEN TIME TRIPS. When the bid awards are made available in accordance with Section B(3) of this Article, a list of the Trips that are available for Premium Pay assignment will be attached and will also be posted on the bulletin boards at domiciles. Flight Attendants may bid for any of these trips that begin no less than seven days after the first day of the bid period. Bids must be submitted in writing to Crew Scheduling no later than 5:00 pm on the third day of the bid period. The trips will be awarded to the Flight Attendants at the domicile from which the trip is scheduled who submitted timely bids in order of seniority, provided the duty may be performed within the Duty Limitations of Article 5, Section B and without interfering with assigned Trips in the bidding Flight Attendant's awarded Bidline. Open time trip awards will be made by 5:00 pm of the sixth day of the bid period. A Flight Attendant who is awarded an open time trip in accordance with this procedure may not decline the assignment after it is made. All other open time trips made available for Premium Pay will be assigned in accordance with Section H

in the first seven (7) days of her/his selected bidline by indicating those days on the bid triangle in the space provided in column "A". Crew Scheduling will consider the specified Days Off requests in order of Seniority, honoring requests when possible.

L. CO-DOMICILES. The Company may designate two or more airports as a co-domicile, provided such airports are within a 50-mile radius.

1. Where co-domiciles exist, Flight Attendants may designate which airport they wish to have as their primary short-call reserve obligation airport. A Flight Attendant who designates an airport as primary for short-calls must be able to report to that airport within one hour. In making short call reserve assignments, the Company shall first call those Flight Attendants whose primary short-call reserve assignment is at the airport where the short-call need exists. If the Company makes a short-call to a Flight Attendant who does not have that airport as her/his primary short-call reserve airport, the Company will take into account the travel-time needs of the Flight Attendant in establishing a reasonable report time for the assignment. Except for short-calls, the normal reserve assignment criteria of Section C of this Article shall apply.

2. In co-domiciles, a Flight Attendant will be relieved from duty at the same airport from which her/his duty commenced. It will be the Company's responsibility to provide transportation for a Flight Attendant to return to the airport from which her/his trip originated and that Flight Attendant will be given deadhead credit for the scheduled transportation time if the duty portion of the trip is scheduled to end at the co-domicile airport from which it did not originate.

ARTICLE 7 TRAINING

A. SCHEDULING OF TRAINING. Except when there are unforeseen training requirements, the names of Flight Attendants scheduled for training during a bid period and the dates that training will be scheduled will be made available in the cover letter accompanying the Bidlines and Trip Pairings furnished to Flight Attendants (or by other suitable means) before the bid period. The scheduled training will then be shown on the final bid award schedules of line holders and Reserves. Trips in the original bidline will be dropped if they conflict with training or if the rest between completion of training and next scheduled duty is insufficient to comply with the Duty Limitations provisions of Article 5B. If the number of days with duty that are dropped exceeds the number of days of training, the Flight Attendant may be assigned other trips such that the Flight Attendant's total days with duty in the awarded bidline, including the training days, are equal to the original number of days with duty in the posted bidline.

1. However, as an exception to the above, when the annual Recurrent Ground School training mandated by the FAA presents a conflict with a trip(s) in a Flight Attendant's awarded bidline that would result in the net loss of only one (1) scheduled day with duty if the conflicting trip(s) were dropped, then the conflicting trip(s) will be dropped and no schedule adjustment will be made.

2. When the addition of training to the bidline awarded to a Flight Attendant does not create a conflict with any trip(s) and does not cause a schedule that would violate the Duty Limitation provisions (Article 5B) of this Agreement, then no trips will be dropped, the training will be added to the Flight Attendant's Schedule, and she/he shall be paid 8 hours of Premium Pay for each day of training added which she/he attends.

Example:

RG	RG	RG	RG	Recurrent Ground School				
Fly	→	Fly	→	Fly	→	Fly	→	= 4 days will be assigned
Fly	→	Fly	→	Fly	→	Fly	→	= 3 days will be assigned
Fly	→	Fly	→	Fly	→	Off	→	= 2 days will be assigned
Fly	→	Fly	→	Off	→	Off	→	= No days will be assigned
Off	→	Fly	→	Off	→	Off	→	= No days will be assigned
Off	→	Off	→	Off	→	Off	→	= No days will be assigned(*)
Off	→	Off	→	Off	→	Off	→	= No days will be assigned(**)

(*) The original day off will be paid at Premium Pay.

(**) The 2 original days off will each be paid at Premium Pay.

3. As an addition to the right to attempt to protect any two sched-

uled Days Off in the first seven days of her/his selected bidline from transition adjustments by indicating those days on the bid triangle in the space provided in column "A", a Flight Attendant may, instead, attempt to protect any two scheduled Days Off in her/his selected bidline from training schedule adjustment by indicating those days on the bid triangle in the space provided in column "A". Crew Scheduling will consider the specified Days Off requests in order of Seniority, honoring requests when possible.

4. Unless approval of a vacation bid or leave of absence is conditioned upon a requirement to attend training, a Flight Attendant shall not be required to return from vacation or leave of absence to participate in training. In developing training schedules, the Company shall endeavor to avoid conflicts with known vacation schedules. If a Flight Attendant participates in training on request of the Company while on a leave of absence, she/he shall be paid \$50 for each day of training, provided she/he returns to work with the Company upon completion of her/his leave.

5. For purposes of applying the Company's crew scheduling guidelines, a Flight Attendant shall be considered on duty during the time she/he is attending training. Per Diem shall be paid and lodging and transportation provided by the Company if required by Article 4 of this Agreement. A Flight Attendant will be credited with 3.8 Block Hours flown for each day of training, except those days for which Premium Pay is required by paragraph 2 above.

B. CONDUCT OF TRAINING. 1. No Flight Attendant training shall be conducted in an aircraft that is in flight while a pilot is undergoing pilot training or a check ride. The foregoing prohibition does not apply to training, such as Initial Operating Experience, or line checks that occur when the aircraft is in revenue passenger carrying service.

2. Training during flights and Check Rides shall be conducted only by supervisory employees in the Inflight Department, Inflight managers, and those persons designated by the Company as Inflight Trainers and Instructors (Check Flight Attendants). A Check Flight Attendant will be credited with 3.8 hours flown for each day she/he works but performs no flying duty.

ARTICLE 8 SICK LEAVE

Flight Attendants who are absent from work as result of any illness or injury, because of a medical or dental appointment that cannot be scheduled during off-duty time, or because of the need to care for an injured or ill child, spouse, or parent may use accrued sick leave to avoid loss of pay in accordance with the following provisions:

A. ACCRUAL. Beginning with the Flight Attendant's employment date, a full-time Flight Attendant will accrue sick leave at the rate of 3.69 hours for each two week pay period for which she/he receives a regular paycheck. This accrual rate is designed to provide one work day of sick leave per month. The maximum amount of sick leave that may be accrued is 2080 hours (1 year); however the maximum that may be used in connection with one continuing absence is the amount necessary to bridge the waiting period for benefits under the Company's LTD insurance plan (currently, 4 months, or 693.33 hours).

When a Flight Attendant's service with the Company is terminated, either voluntarily or involuntarily, including furlough, and expiration of leave of absence status, there will be no payment for accrued sick leave and all accrued sick leave will be canceled. However, accrued sick leave will be reinstated if the Flight Attendant is rehired or returns from furlough within one year of last day worked.

B. SICK LEAVE USAGE. When sick leave is approved, a Flight Attendant will receive compensation at her/his normal salary rate for scheduled work time missed. In addition, a Flight Attendant will be credited with 3.8 block hours per day of paid sick leave in lieu of the originally scheduled block hour credit, provided that the total of all sick leave block hour credits shall not exceed the total block hour credits she/he would have received had she/he performed all duty on such trip(s). A Flight Attendant who provides Crew Scheduling with at least 3 hours notice, or, in the case of a Flight Attendant who is on Reserve, notice before she/he is called for an assignment, will be charged for a full day (8 hours) of sick leave if she/he misses the first scheduled flight of the Duty Day and a full day (8 hours) for each additional missed Duty Day thereafter; however a Flight Attendant who is able to work a portion of her/his Duty Day before leaving duty at her/his Domicile because of illness or injury will be charged only a partial-day proration. The proration will be determined by dividing the number of duty legs missed by the number of duty and deadhead legs in the scheduled Duty Day, multiplying that fraction by 8 (the daily charge), and rounding to the nearest number of whole hours. The following chart shows the number of sick leave hours that will be charged:

3. Claims for sick leave will be made on the Flight Attendant's time-sheet and must be approved by the Director of Inflight. In the case of an absence that continues and becomes a Medical Leave of Absence, a Flight Attendant shall be paid regular salary (excluding per diem and any Premium Pay) and charged for usage at the rate of 40 hours per week, prorated for partial weeks on the basis of the percentage of the week (Sunday through Saturday) missed. However, no sick leave will be paid for any period of absence if the Flight Attendant is employed by another employer during any portion of the period of absence.

4. Unless the absence is on account of an injury or illness for which a claim for workers' compensation has been filed, a Flight Attendant who is injured or ill will continue to be paid sick leave until all accrued sick leave is used or for the length of the waiting period under the Company's Long Term Disability Insurance Plan, whichever is less. When an employee has no accrued sick leave, the pay reduction for a portion of work time missed in a pay period shall be calculated in the same way as sick leave pay.

5. A Flight Attendant who is absent from work on account of an injury or illness for which a workers' compensation claim has been filed, will only be paid sick leave during the waiting period specified in the applicable workers' compensation law (currently 3-6 days, depending on the state). As a condition to receiving sick leave during the waiting period, the Company may require the Flight Attendant to sign an agreement to pay over to the Company any temporary total disability (time-loss) payment received that covers the waiting period. Except for payment during the waiting period, no sick leave shall be paid to a Flight Attendant who is absent from work because of an injury or illness for which workers' compensation benefits are claimed.

C. MAKEUP OF SICK LEAVE. If a Flight Attendant believes she/he is able to resume work after being removed from a trip due to an illness or injury, she/he may be able to reduce the sick leave charged for subsequent days of that trip removal if she/he elects to request to be on Reserve and the Company determines there is a need in accordance with the following:

1. Prior to 1800 of any day during which a Flight Attendant is on Sick Leave with Duty Days remaining in the trip from which she/he has been removed, she/he may notify Crew Scheduling that she/he believes she/he will be able to perform duty the following day.

2. If Crew Scheduling determines that placing the Flight Attendant on Reserve for possible assignment to any trip that can be completed within the Duty Days and Duty limitations of her/his originally scheduled trip will likely prevent drafting within that period, it may place the Flight Attendant on Reserve for the following day and any other remain-

# of legs missed	# of legs in scheduled trip								
	1	2	3	4	5	6	7	8	9
1	8	4	3	2	2	1	1	1	1
2		8	5	4	3	3	2	2	2
3			8	6	5	4	3	3	3
4				8	6	5	5	4	4
5					8	7	6	5	4
6						8	7	6	5
7							8	7	6
8								8	7
9									8

Notes:

(1) A Flight Attendant performing a partial trip as a Reserve assignment will be charged 4 hours sick leave for a qualifying partial day.

(2) A Flight Attendant whose duty day is extended beyond the original number of scheduled legs will be charged 2 hours sick leave if she/he leaves duty before she/he is excused for the day but after she/he has completed the number of legs originally scheduled for that day.

(3) A Flight Attendant that completes a reserve assignment but who is unable to perform a later possible assignment that day will be charged 4 hours sick leave for that day.

1. If a Flight Attendant is replaced on a trip because of illness or injury, she/he will be charged for sick leave usage for the remainder of the days of the trip unless she/he reports to her/his supervisor that she/he is fit for duty and she/he is permitted to be on Reserve as provided in Section C below.

2. A Flight Attendant who provides Crew Scheduling with less than 3 hours notice of her/his illness or injury or who has failed to notify Crew Scheduling before she/he is called for an assignment while available for Reserve, shall be charged an additional 2 hours of sick leave, unless the Director of Inflight excuses the failure because of extenuating circumstances that are shown to the Director's satisfaction to have occurred and been unavoidable. An example of such an extenuating circumstance is a Flight Attendant's injury in a car accident within the 3 hours prior to her/his reporting time that prevents her/him from providing Crew Scheduling with sufficient notification of her/his inability to report as scheduled or some other like event. The late occurrence of illness symptoms is not such an extenuating circumstance.

ing days of the Flight Attendant's originally assigned trip.

3. If placed on Reserve, the Flight Attendant will not be charged Sick Leave for the remaining days of her/his dropped trip (unless she/he subsequently becomes unable to perform duty due to illness or injury). The Rules for Reserves, Article 6 Section C, including those pertaining to assignment for trips, reporting for duty and block hour credit, shall apply.

4. After being placed on Reserve, the Flight Attendant may ask to be returned to Sick Leave at any time if she/he determines that she/he will not be able to perform the duty due to illness or injury; however, if such notification is not given before being called for a Reserve assignment, the penalty provision of Section B 2 above shall apply.

D. CONTROL OF SICK LEAVE USAGE. In order to assist crew scheduling in providing her/his replacement with as much advance notice as possible of an assignment, a Flight Attendant shall notify crew scheduling by 9:00 pm of a sick leave absence for a trip that is scheduled to begin before 10:00 am the following day or at least six hours before her/his trip is scheduled to begin, if later than 10:00 am. If the Flight Attendant is unable to determine whether she/he will be too ill to fly in time to provide the foregoing notice, notification shall be provided by calling the crew scheduling office (or the dispatch office if not during crew scheduling duty hours) at least 3 hours before the Flight Attendant's reporting time (or available for duty time if on reserve). As soon as possible thereafter, but not later than noon of the same day the Flight Attendant shall also contact her/his supervisor to report the nature of her/his illness or injury and receive instructions with regard to further reporting and the need to report to a Doctor for diagnosis. The notification requirement shall continue as a daily requirement until another arrangement has been approved by the Flight Attendant's supervisor.

If a Flight Attendant becomes unable to work due to illness or injury while on duty she/he shall immediately notify the flight crew captain and the crew scheduling office (or the dispatch office if not during crew scheduling duty hours). If such inability occurs while on duty away from Domicile, her/his per diem shall continue and necessary rest accommodations, as determined by the Company, shall be provided until she/he is able to return to Domicile. A Flight Attendant who becomes unable to work due to illness or injury while on Reserve shall immediately notify the crew scheduling office (or the dispatch office if not during crew scheduling duty hours).

The Director of Inflight may require that a Flight Attendant provide a Doctor's statement if, in her/his judgment, it is needed to verify that the Flight Attendant is unable to work.

The failure of a Flight Attendant to comply with the foregoing procedures for the control of sick leave may be reason for denial of sick

leave pay, even if the absence would otherwise be paid under the Company's sick leave policy. Abuse of sick leave may be used as a basis for disciplinary action. Excessive absence may result in termination of employment, if it is unlikely that the Flight Attendant will regularly work her/his schedule on an ongoing basis.

E. PERFECT ATTENDANCE INCENTIVE. A Flight Attendant with "perfect attendance", meaning; has worked her/his bidline and neither been on leave of absence, excused without pay, nor used any sick leave, for five consecutive bid periods, will be paid a bonus of \$100. For each successive five consecutive bid periods with perfect attendance, a Flight Attendant will be paid a bonus of \$250. To obtain a perfect attendance bonus, the Flight Attendant shall notify the Director of Inflight of her/his attendance record. The Director of Inflight, if in agreement, will cause the bonus to be added to the Flight Attendant's next scheduled payment that includes per diem.

ARTICLE 9

PHYSICAL EXAMINATIONS

A. A Flight Attendant may be required to submit to one physical examination during each twelve (12) month period of employment. In addition, the Company may require a Flight Attendant to submit to a physical examination any time it believes that her/his health or physical condition is impaired. When an additional physical examination is required, the Flight Attendant will be notified in writing of the reason. A Company required physical examination shall be performed by a Company physician or by a physician designated by the Company. Any physical examination or tests required by the Company shall be paid for by the Company. The physician's report of such examination shall state whether the Flight Attendant is medically fit to perform Flight Attendant duties.

B. Access to medically privileged information obtained during physical examinations shall be limited to the physician(s) performing the examination(s), the Company's Director of Inflight, officials of the Company designated by the President as having a "need to know", and such others as the Flight Attendant may designate in writing. Except as provided in the previous sentence, medical confidentiality between the Flight Attendant and examining physician shall be maintained.

ARTICLE 10

VACATION

A. ACCRUAL. While employed as a full-time Flight Attendant, a Flight Attendant shall accrue vacation in accordance with her/his Company seniority as follows:

Years of Service	Accrual rate per:	
	<u>Biweekly pay period</u>	<u>Year</u>
First five	4.31 hours	112 hours
Over five	6.46 hours	168 hours

Vacation only accrues while on the payroll. Flight Attendants may accumulate vacation hours up to 150% (one and one half times) of their maximum yearly accrual (e.g. a Flight Attendant with five years of Company seniority or less is limited in her/his total vacation accrual to 168 hours). Each year, on December 31, vacation accrual in excess of the maximum accumulation permitted will be forfeited unless the Director of Inflight authorizes retention for a Flight Attendant who has been prevented from taking her/his vacation by the Company.

B. VACATION SCHEDULING. Vacation periods will be made available only as calendar weeks. Flight Attendants may bid for vacation periods designated by the Company in accordance with procedures set forth below. If more Flight Attendants bid for a vacation period than the number designated as available for bid, then Flight Attendant Seniority shall be used to determine which Flight Attendants may take vacation during the period. A Flight Attendant may not use vacation until she/he has completed her/his initial probationary period with the Company.

1. By October 1 of each year, the Company shall post at each Domicile the number of vacation hours that each Flight Attendant has accrued as of the end of the most recent pay period and a projection of each Flight Attendant's hours of accrued vacation as of the end of the year (December 31).
2. At the same time, the Company will post all of the vacation periods available for bid at each domicile during the following year.
3. Preference sheets for bidding vacation shall be distributed at all Domiciles. Completed preference sheets should be turned in by each Flight Attendant to her/his supervisor no later than October 14.
4. The vacation awards for the first round of vacation bids shall be posted on all Domicile bulletin boards no later than October 21.
5. The balance of the vacation periods not taken during the first round of bidding will be posted for a second round of bidding.

6. Preference sheets for the second round of bidding will be distributed by October 22. Completed preference sheets should be submitted no later than November 5 and the second round vacation awards will be posted at all Domiciles by November 12.

7. During each round of bidding, a Flight Attendant may bid all, part, or none of her/his vacation. In the first round, the amount bid may be in one or two continuous periods; in the second round, the amount bid must be in one continuous period.

8. For every 36.4 hours of accrued vacation, a Flight Attendant will be eligible to bid for one week of vacation. A Flight Attendant may bid for as many weeks of vacation as the number of 36.4 hour weeks she/he will have accrued by December 31 of that year.

9. After the second round vacation awards, Flight Attendants will be awarded any remaining available vacation periods on a "first come first served" basis; however, a Flight Attendant may not request a vacation unless she/he has an uncommitted 36.4 hours of vacation time accrued at the time she/he makes the request and the request must be submitted to the Director of Inflight at least thirty (30) days prior to the bid period containing the vacation period.

10. A Flight Attendant may also request "day-at-a-time" vacation which will be granted on a "first-come, first served" basis by the Director of Inflight if there are sufficient crews and reserves available. Any such vacation request will be approved or denied no less than five (5) days (excluding weekends and Company holidays) prior to the requested date.

C. PAYMENT FOR VACATION TIME. 1. Vacation time shall be paid at the Flight Attendant's base salary rate in effect at the time the accrued vacation is used, or, in case of termination, at the base salary rate in effect at the time of termination. Vacation time must be used in full day increments. The number of vacation days used for a one-week (7-day) vacation period (or any other vacation period) shall be determined by the number of duty days or reserve days missed. For each day of vacation used, 9.1 hours shall be deducted from a Flight Attendant's accrued vacation account. A Flight Attendant who is awarded a Coverage Bidline shall be charged as follows:

<u>Vacation Period</u>	<u>Duty Days Missed</u>	<u>Vacation Pay</u>
1 Week	4 days	36.4 hours
2 Weeks	9 days	81.9 hours
3 Weeks	13 days	118.3 hours
4 Weeks	18 days	163.8 hours
5 Weeks	22 days	200.2 hours

If a Flight Attendant has less hours accrued than the number needed

to cover all the excused days of duty, the deficiency will be treated as time off without pay and deducted from her/his pay for the vacation period at the rate of 9.1 hours per day.

2. Upon termination of employment (including death, or transfer to a position other than as a full-time or part-time employee of the Company), a Flight Attendant will be paid for accrued vacation not taken or forfeited, except that a Flight Attendant who terminates employment during her/his initial probationary period with the Company shall forfeit and not be paid for any accrued vacation.

D. VACATION BLOCK HOUR CREDIT. A Flight Attendant shall be credited with having flown 3.8 Block Hours for each day for which vacation pay is paid. A Flight Attendant who is awarded a Coverage Bidline shall be credited with block hours as follows:

<u>Vacation Length (weeks)</u>	<u>Hours</u>
1	15.2
2	34.2
3	49.4
4	68.4
5	83.6

Vacation Block Hour credit will not be given for vacation taken during a leave of absence.

E. VACATION SCHEDULE ADJUSTMENTS. The vacation week shall start on Sunday and end the following Saturday. All trips in the Flight Attendant's bidline that begin or end within the vacation period will be dropped.

1. If a Flight Attendant has vacation scheduled during the first week of a bid period and is scheduled for a trip in the fifth week of the prior bid period that will conflict with the vacation period, that trip will be dropped from her/his bidline unless the Flight Attendant elects to make a "blind vacation slide" to the right in accordance with paragraph F. 5 below. The amount of vacation for which she/he will be charged will be determined by the number of originally scheduled duty days that will be dropped from the bidline that includes the vacation period. However, additional vacation day charges will be made for those duty days in the prior bid period if the Flight Attendant does not slide her/his vacation to the right, thereby requiring the carry-in trip to be dropped.

2. If a Flight Attendant has vacation scheduled during the fifth week of a bid period and has a trip that conflicts with the first day(s) of the next bid period, that trip will be dropped from her/his bidline unless the Flight Attendant elects to slide her/his vacation to the left in accordance with paragraph F.7.b. below. The amount of vacation for which she/he will be charged will be determined by the number originally sched-

uled duty days that are dropped from the bidline that includes the vacation period. The Flight Attendant will not incur any vacation charge for duty days from a carry-over trip that are dropped in the subsequent bid period, nor will the fact that the carry-over trip has been dropped prevent assignment of duty on those carry-over duty days if the Flight Attendant is awarded a bidline that contains duty on those days.

F. VACATION SLIDES: A Flight Attendant may move (or "slide") a scheduled vacation period as follows, provided that as a result of such slide, she/he will remain responsible to fly on at least an equal or greater number of her/his originally scheduled duty days.

1. If a Scheduled, Mixed or Coverage Bidline holder has a trip that penetrates her/his scheduled vacation period, she/he may move her/his vacation period the minimum number of days necessary in either direction (earlier or later), but not to exceed four days, in order to place the penetrating trip(s) outside of the moved vacation period, thus making the Flight Attendant available to perform the duty required by the penetrating trip(s). In the case of a mixed or coverage bidline with reserve days, a series of consecutive reserve days shall be regarded as one trip.
2. If a Reserve Bidline holder has a continuous series or "block" of scheduled reserve duty, that penetrates her/his scheduled vacation period, she/he may move her/his vacation period the minimum number of days necessary in either direction (earlier or later), but not to exceed four days, in order to place the entire block of scheduled reserve duty outside of the moved vacation period, thus making the Flight Attendant available to perform duty on all the scheduled reserve duty days in the block.

3. A vacation slide may not result in any new conflict with another trip or block of reserve days that did not exist with the scheduled vacation period.

4. A vacation slide may be exercised only once per vacation period and the moved vacation period must remain wholly within the original bid period in which it was scheduled unless a scheduled multiple week vacation period begins in one bid period and ends in the next and the Flight Attendant has elected to make a "blind slide" in accordance with paragraph 5 below.

5. A Flight Attendant with scheduled vacation in the first week of a bid period, either as a single week or as part of a multiple week vacation starting in the prior bid period, may slide her/his vacation to the right at the time slides are being considered for the prior bid period without knowledge of her/his bid award for the subsequent bid period (a "blind slide"). However, a blind slide may not be exercised if it would result in the last day of the new vacation period being July 2, 3, or 4; December 23, 24, or 25; December 30, 31 or January 1; or the Tuesday or Wednesday before Thanksgiving.

6. Vacation slide options by Flight Attendants shall be exercised in accordance with the following procedures:

- a. A Flight Attendant who has scheduled vacation in a bid period shall have the right to slide unless she/he waives that right by so indicating on the bid triangle for that bid period.
- b. During the period ending at 0800 hours Portland time of the second calendar day after the day on which the initial announcement of the bidline awards was made, a Flight Attendant who has not already waived her/his right, may leave a message directing the Company to slide her/his vacation in the phone mail box reserved by the Company for that purpose. If the Flight Attendant fails to provide slide directions for a slide that is permissible under this section by the deadline hour, she/he shall forfeit the right to slide for that vacation period.

7. Vacation movement directions by a Flight Attendant shall be either: "Slide left", which means move the vacation period earlier to avoid interference with a trip (or continuous reserve day block) that penetrates the end of the vacation week, or "Slide right", which means move the vacation period later to avoid interference with a trip (or continuous reserve day block) that penetrates the beginning of the vacation week.

- a. Vacations scheduled for the first week of a bid period may only be slid to the right.
- b. Vacation scheduled for the fifth week of the bid period may only be slid to the left.

8. Following are examples of the application of the Slide Provisions of this agreement and how such slides effect the charge made against a Flight Attendant's vacation accrual and the block hour credit a Flight Attendant receives:

Example one:

VACATION WEEK										
FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO
		531->		547->				812		
		BOI	PDX	MFR	PSC	PDX		PDX		

All six days of trips will be dropped. The flight attendant's vacation accrual will be reduced by 54.6 hours (6 X 9.1) and she/he will receive credit for 22.8 block hours (6 X 3.8).

Example two:

VACATION WEEK										
FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO
			501	502->			547->			
			PDX	YKM	PDX		MFR	PSC		PDX

she/he will receive credit for 19 block hours (5 X 3.8) or
 b) two days to the left, in which case her/his vacation accrual will only be reduced by 36.4 hours (4 X 9.1) and she/he will receive credit for 15.2 block hours (4 X 3.8) or
 c) three days to the right, in which case her/his vacation accrual will only be reduced by 27.3 hours (3 X 9.1) and she/he will receive credit for 11.4 block hours (3 X 3.8).

Example six:

VACATION WEEK													
TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE
Off	Off	RA	RA	RA	834->		Off	Off	RA	RA	RA	802	Off
					RDM		BOI					BOI	

All five duty days will be dropped. The mixed bidline holder's vacation accrual will be reduced by 45.5 hours (5 X 9.1) and she/he will receive credit for 19 block hours (5 X 3.8), unless she/he slides her/his vacation in accordance with paragraph F as follows:

- a) either one day to the left or two days to the right. In either case, her/his reduction of vacation accrual and block hour credit will remain at 45.5 hours (5 X 9.1) and 19 hours (5 X 3.8) respectively.
- b) four days to the right, in which case her/his vacation accrual will only be reduced by 27.3 hours (3 X 9.1) and she/he will receive credit for 11.4 block hours (3 X 3.8).

Example seven:

VACATION WEEK													
TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE
Off	Off	RA	RA	RA	RA	RA	Off	Off	RA	RA	RA	Off	Off

All five reserve days will be dropped. The reserve flight attendant's vacation accrual will be reduced by 45.5 hours (5 X 9.1) and she/he will receive credit for 19 block hours (5 X 3.8), unless she/he slides her/his vacation either one day to the left (in which case her/his reduction of vacation accrual will remain at 45.5 hours (5 X 9.1) and she/he will receive credit for 19 block hours (5 X 3.8), or two days to the right (in which case her/his reduction of vacation accrual and block hour credit will remain at 45.5 hours (5 X 9.1) and 19 hours (5 X 3.8) respectively), or four days to the right (in which case her/his vacation accrual will only be reduced by 27.3 hours (3 X 9.1) and she/he will receive credit for 11.4 block hours (3 X 3.8)).

Example eight:

VACATION WEEK													
TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE
Off	RA	RA	RA	RA	RA	RA	Off	Off	RA	RA	RA	Off	RA

All six days of trips will be dropped. The flight attendant's vacation accrual will be reduced by 54.6 hours (6 X 9.1) and she/he will receive credit for 22.8 block hours (6 X 3.8), unless she/he slides her/his vacation two days to the left in accordance with paragraph F, in which case her/his vacation accrual will only be reduced by 27.3 hours (3 X 9.1) and she/he will receive credit for 11.4 block hours.

Example three:

VACATION WEEK									
FR	SA	SU	MO	TU	WE	TH	FR	SA	MO
547->							547->		
MFR	PSC	PDX					MFR	PSC	PDX

All six days of trips will be dropped. The flight attendant's vacation accrual will be reduced by 54.6 hours (6 X 9.1) and she/he will receive credit for 22.8 block hours (6 X 3.8), unless she/he slides her/his vacation either two days to the left or one day to the right in accordance with paragraph F. In either case, her/his vacation accrual will only be reduced by 27.3 hours (3 X 9.1) and she/he will receive credit for 11.4 block hours (3 X 3.8).

Example four:

VACATION WEEK									
FR	SA	SU	MO	TU	WE	TH	FR	SA	MO
	531->		531->				531->		
	BOI	PDX	BOI	PDX			BOI	PDX	PDX

All six days of trips will be dropped. The flight attendant's vacation accrual will be reduced by 54.6 hours (6 X 9.1) and she/he will receive credit for 22.8 block hours (6 X 3.8), unless she/he slides her/his vacation two days to the left or three days to the right in accordance with paragraph F. In either case, her/his vacation accrual will only be reduced by 36.4 hours (4 X 9.1) and she/he will receive credit for 15.2 block hours (4 X 3.8). Sliding the vacation period one day to the right would result in a trip conflict which did not already exist prior to the original vacation period being moved and would therefore not be allowed.

Example five:

VACATION WEEK									
FR	SA	SU	MO	TU	WE	TH	FR	SA	MO
	525->		525->				831	525->	
	SEA	PDX	SEA	PDX			PDX	SEA	PDX

All seven days of trips will be dropped. The flight attendant's vacation accrual will be reduced by 63.7 hours (7 X 9.1) and she/he will receive credit for 26.6 block hours (7 X 3.8), unless she/he slides her/his vacation in accordance with paragraph F as follows:

- a) one day to the left or one day to the right. In either case, her/his vacation accrual will only be reduced by 45.5 hours (5 X 9.1) and

All five reserve days will be dropped. The reserve flight attendant's vacation accrual will be reduced by 45.5 hours (5 X 9.1) and she/he will receive credit for 19 block hours (5 X 3.8). If she/he slides her/his vacation two days to the left her/his reduction of vacation accrual and block hour credit will remain at 45.5 hours (5 X 9.1) and 19 hours (5 X 3.8) respectively. However, if she/he attempts to slide her/his vacation three days to the right, it would result in a new conflict with a series of reserve days which did not already exist prior to the original vacation being moved and would therefore not be allowed.

Example nine:

VACATION DURING THE FIRST WEEK OF THE BID PERIOD										
FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO
547->	PSC									
MFR										

All three days of the trip from the preceding bid period will be dropped. The flight attendant's vacation accrual will be reduced by 18.2 hours (2 X 9.1) in the preceding bid period and she/he will receive credit for 7.6 block hours (2 X 3.8), unless she/he slides her/his vacation one day to the right in accordance with paragraph E.1. so as to remain legal to fly all of trip #547. (Per paragraph F.7.a., because this vacation week falls on the first seven days of the bid period, the flight attendant does not have the option of sliding the vacation period to the left. Further, the remainder of her/his vacation accrual reduction will only be determined once her/his bid award has been determined for the bid period in which the vacation period falls.)

Example ten:

VACATION DURING THE LAST WEEK OF THE BID PERIOD										
FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO
547->	PSC						547->			
MFR							MFR		PSC	

All six days trips will be dropped. The flight attendant's vacation accrual will be reduced by 45.5 hours (5 X 9.1) and she/he will receive credit for 19 block hours (5 X 3.8), unless she/he slides her/his vacation two days to the left in accordance with paragraph F.7.b., in which case, her/his vacation accrual will only be reduced by 27.3 hours (3 X 9.1) and she/he will receive credit for 11.4 block hours (3 X 3.8). (Per paragraph F.7.b., because this vacation week falls on the last seven days of the bid period, the flight attendant does not have the option of sliding the vacation period to the right into the next bid period.)

Example eleven:

VACATION THAT BEGINS IN ONE BID PERIOD AND ENDS IN THE NEXT																	
FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO
237->							221	237->									
BLI	RDM	PDX					PDX	BLI	RDM	PDX							

814-> SMF PDX YYC PDX
822-> YYC PDX YYC PDX

All six days in the first bid period will be dropped. The flight attendant's vacation accrual for that bid period will be reduced by 54.6 hours (6 X 9.1) and she/he will receive credit for 22.8 block hours (6 X 3.8), unless she/he slides her/his vacation period one day to the right in accordance with paragraph F.5., in which case, her/his vacation accrual for that bid period will only be reduced by 27.3 hours (3 X 9.1) and she/he will receive credit for 11.4 block hours (3 X 3.8). As a result of her/his bid award for the subsequent bid period, the flight attendant who elected not to slide her/his two-week vacation period will have all four days of scheduled flying in the subsequent bid period that are encompassed by the vacation period dropped. The flight attendant's vacation accrual will be reduced by an additional 36.4 hours (4 X 9.1) and she/he will receive credit for 15.2 block hours (4 X 3.8). If, on the other hand, the flight attendant had initiated a "blind slide" by moving the entire vacation period one day to the right based on her/his known flying in the preceding bid period, then the first six days' of scheduled flying in the subsequent bid period will be dropped. The flight attendant's vacation accrual in the subsequent bid period will be reduced by 54.6 hours (6 X 9.1) and she/he will receive credit for 22.8 block hours (6 X 3.8).

G. PROVISIONS APPLICABLE TO FLIGHT ATTENDANTS WITH SENIORITY DATE OF FEBRUARY 1, 1991 OR EARLIER. 1. A Flight Attendant with a Seniority Date of February 1, 1991 or earlier may make a one-time election to continue to be covered by Sections B through E. of Article 10 of this Agreement as such provisions existed under the June 15, 1994, modified only as shown in the provisions that follow. To make such election, the Flight Attendant must notify the Director of Inflight no later than thirty (30) days after the effective date of this Agreement.

2. VACATION SCHEDULING. Vacation periods will be made available only as calendar weeks. Flight Attendants may bid for vacation periods designated by the Company in accordance with procedures set forth below. If more Flight Attendants bid for a vacation period than the number designated as available for bid, then Flight Attendant Seniority shall be used to determine which Flight Attendants may take vacation during the period. A Flight Attendant may not use vacation until she/he has completed her/his initial probationary period with the Company.

a. By October 1 of each year, the Company shall post at each Domestic the number of vacation hours that each Flight Attendant has accrued as of the end of the most recent pay period and a projection of each

exchange. Each originally bid vacation period may be traded or exchanged only once.

1. If a Flight Attendant changes Domiciles she/he may be required to select other vacation periods if the ones she/he has selected are not still available at the new Domicile; however, the Director of Inflight will attempt to accommodate vacation plans if staffing permits.

m. Awarded vacations may only be canceled in extraordinary circumstances and with notice to the Flight Attendant prior to the beginning of the bid period in which the vacation period was scheduled.

3. PAYMENT FOR VACATION TIME. Upon termination of employment (including death, or transfer to a position other than as a full-time or part-time employee of the Company), a Flight Attendant will be paid for accrued vacation not taken or forfeited, except that a Flight Attendant who terminates employment during her/his initial probationary period with the Company shall forfeit and not be paid for any accrued vacation. Vacation time shall be paid at the Flight Attendant's base salary rate in effect at the time the accrued vacation is used, or, in case of termination, at the base salary rate in effect at the time of termination. For each week of vacation taken, 40 hours will be deducted from the Flight Attendant's accrued vacation. When taken "day at a time", 10.5 hours will be deducted from the Flight Attendant's accrued vacation for each scheduled Duty Day missed.

4. VACATION BLOCK HOUR CREDIT. A Flight Attendant shall be credited with having flown 15.2 Block Hours for each week of vacation taken that causes her/him to lose flying for which she/he was scheduled. When taken "day at a time", a Flight Attendant will be credited with having flown 3.8 Block Hours for each scheduled Duty Day missed. Vacation Block Hour credit will not be given for vacation taken during a leave of absence.

5. VACATION SCHEDULE ADJUSTMENTS. The vacation week shall start on Sunday and end the following Saturday. All trips in the Flight Attendant's bidline that begin or end within the vacation period will be dropped.

a. If a Flight Attendant has vacation scheduled during the first week of a bid period and has a trip in the fifth week of the prior bid period that will penetrate the vacation period, that trip will be dropped from her/his bidline. Reserve duty will be assigned in substitution for those duty days in the prior bid period in the carry in penetrating trip that is dropped. However, the Flight Attendant may eliminate the Reserve duty assignment if she/he:

(1) contacts Crew Scheduling and, subject to mutual agreement, adjusts her/his scheduled bidline by picking up an available open time

Flight Attendant's hours of accrued vacation as of the end of the year (December 31).

b. At the same time, the Company will post all of the vacation periods available for bid at each domicile during the following year.

c. Preference sheets for bidding vacation shall be distributed at all Domiciles. Completed preference sheets should be turned in by each Flight Attendant to her/his supervisor no later than October 14.

d. The vacation awards for the first round of vacation bids shall be posted on all Domicile bulletin boards no later than October 21.

e. The balance of the vacation periods not taken during the first round of bidding will be posted for a second round of bidding.

f. Preference sheets for the second round of bidding will be distributed by October 22. Completed preference sheets should be submitted no later than November 5 and the second round vacation awards will be posted at all Domiciles by November 12.

g. During each round of bidding, a Flight Attendant may bid all, part, or none of her/his vacation. In the first round, the amount bid may be in one or two continuous periods; in the second round, the amount bid must be in one continuous period.

h. A Flight Attendant may bid for as many weeks of vacation as the number of 40-hour weeks she/he will have accrued by December 31 of that year.

i. After the second round vacation awards, Flight Attendants will be awarded any remaining available vacation periods on a "first come first served" basis; however, a Flight Attendant may not request a vacation unless she/he has an uncommitted 40-hour week of vacation time accrued at the time she/he makes the request and the request must be submitted to the Director of Inflight at least thirty (30) days prior to the bid period containing the vacation period.

j. A Flight Attendant may also request "day-at-a-time" vacation which will be granted on a "first-come, first served" basis by the Director of Inflight if there are sufficient crews and reserves available. Any such vacation request will be approved or denied no less than five (5) days (excluding weekends and Company holidays) prior to the requested date.

k. A Flight Attendant may change an awarded vacation period by trading with another Flight Attendant or exchanging it for any available period. However, the trade or exchange must be submitted to the Director of Inflight for approval at least thirty (30) days prior to the bid period containing the earlier of the vacation periods involved in the trade or

trip on originally scheduled days off and/or exchanging an originally scheduled trip in her/his bidline with an open time trip(s) such that, in either case the result is the Flight Attendant having the same number of duty days in the bid period with the Reserve duty assignment dropped as there had been with the Reserve duty assignment before the schedule adjustments; or

(2) contacts Crew Scheduling and, subject to mutual agreement, substitutes other Reserve duty days for those scheduled; or

(3) contacts the Director of Inflight, asks for, and is granted, day-at-a-time vacation in accordance with the provisions of Section B.10 of this Article and at the rate of 10.5 hours per day of each scheduled duty day missed; or

(4) trades or gives away the Reserve duty assignment in accordance with the Trip Trade and Give-away provisions of the Agreement.

b. If a Flight Attendant has vacation scheduled during the fifth week of a bid period and has a trip that penetrates into the first week of the next bid period, that trip will be dropped from her/his bidline. For purposes of bidline adjustments permitted in paragraph 3. below, the Flight Attendant will not be considered as having dropped the duty days in the subsequent bid period, nor will the fact that the carry-over trip has been dropped prevent assignment of duty on those carry-over duty days if the Flight Attendant is awarded a bidline that contains duty on those days.

c. If the number of duty days dropped due to the scheduled vacation is 4 or less, then the Flight Attendant's awarded bidline for the bid period shall contain 4 less days of duty than the original bidline. The Company will add any additional days off to the beginning or end of the scheduled vacation period if scheduling limitations, such as coverage availability, permit, and no other bidline changes are made necessary.

d. If the number of duty days dropped due to the scheduled vacation is 5 or more, then the Flight Attendant's awarded bidline may contain extra days of duty in substitution for any duty days dropped that are not within the vacation week in accordance with the following:

(1) The addition (or non-addition) of duty to a Flight Attendant's awarded bidline to compensate for days of duty dropped that are not within the vacation week shall be at the sole discretion of Crew Scheduling.

(2) No rescheduled duty days will be between the last day scheduled to be worked before the vacation week and the first day scheduled to be worked after the vacation week.

(3) Any kind of duty (e.g. flying trips, reserve, training) may be assigned for the number of days that are added to a Flight Attendant's

schedule as a result of a vacation adjustment; however in the case of a Scheduled Line Holder:

(i) the number of Reserve days that may be scheduled shall be limited to the number of duty days dropped within the vacation week in excess of 4.

(ii) if scheduled for Reserve, she/he will only be called to avoid a Drafting or On call assignment.

(iii) if scheduled for Reserve, she/he may ask to be excused in accordance with procedure specified in the Rules for Reserve section of Article 6.

EXAMPLES OF THE APPLICATION OF SECTION G.5.
(The number of duty days dropped will always be 4 or more)

VACATION WEEK										
FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO
		531->		547->				812		
		BOI	PDX	MFR	PSC	PDX		PDX		

All six days of trips will be dropped. No additional work days may be added to schedule.

VACATION WEEK										
FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO
			501	502->			547->			
			PDX	YKM	PDX		MFR	PSC		PDX

All six days of trips will be dropped. One additional work day may be added to schedule, which may be Reserve duty.

VACATION WEEK										
FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO
547->								547->		
MFR	PSC	PDX						MFR	PSC	PDX

All six days of trips will be dropped. Two additional work days may be added to schedule, neither of which shall be Reserve duty.

VACATION WEEK										
FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO
			501	502->			503			
		BOI	PDX	YKM	PDX	PDX		531->		
								BOI		PDX

All eight days of trips will be dropped. Two additional work days may be added to schedule, both of which may be Reserve duty.

VACATION WEEK

FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO
	531-> BOI	-> PDX	501 PDX	502-> YKM	-> PDX			531-> BOI	-> PDX	

All seven days of trips will be dropped. Two additional work days may be added to schedule, one of which may be Reserve duty.

**ARTICLE 11
UNIFORMS**

- A. A Flight Attendant shall wear the standard uniform(s) as prescribed in Company regulations at all times while on duty.
- B. From time to time, the Company shall set the standard uniforms to be worn by Flight Attendants, including the items supplied by the Company, those furnished by Flight Attendants, and any optional items. The Company will notify the Union of any change in uniform items. As of July 16, 1997, the uniform items are as set forth below.

1. Items supplied by the Company are as follows:
 - 5 shirts or blouses (any combination of short and long sleeve)
 - 2 skirts or slacks/pants
 - 1 pair shorts
 - 3 pair socks for use with shorts uniform
 - 1 blazer
 - 1 sweater
 - 1 coat (raincoat with zip in/out lining)
 - 1 apron (with embroidered first name)
 - 2 ties (men)
 - 1 tie (women)
 - 1 scarf (women)
 - 1 belt
 - 1 pocket square
 - 2 name tags
 - 1 insignia pin
 - 1 set of wings
 - 1 suitcase
 - 1 purse (female)
 - 1 briefcase (male)

2. Items to be furnished by the Flight Attendant in conformance with Company standards are as follows:

- shoes
- socks (or stockings)
- wristwatch

3. In addition, Flight Attendants may wear/carry the following items provided they comply with Company standards:

- eyeglasses
- jewelry
- gloves (black)
- wool scarf (black)

garment bag (black)
tote bag (black)
Umbrella (black)

Company designation optional purchase items

C. UNIFORM MAINTENANCE. Each Flight Attendant shall maintain her/his uniforms so that while on duty, the uniform is in good condition, fits properly and is cleaned and pressed. As provided below, the Company will pay for certain alterations, uniform replacement, and maintenance charges. Except as so expressly provided, all uniform costs shall be paid by the Flight Attendant.

1. INITIAL ISSUE UNIFORM FEE. As a condition of its initial employment offer to a Flight Attendant, the Company shall require payment of an amount that approximates the Company's cost of the initial-issue new items provided. As of December, 1987, the initial-issue new Uniform fee is \$500. The Company may allow the Flight Attendant to pay a portion of the initial-issue fee by payroll deduction after she/he is employed, provided the Flight Attendant signs a written agreement allowing the Company to deduct any amount still owing on termination of employment from her/his final paycheck. When payroll deduction is used, the deduction may not exceed \$25.00 per bi-weekly pay period.

2. ALTERATION. The Company shall pay for the initial alterations required to properly fit a Flight Attendant in a new uniform or resulting from a Company required style change in the uniform. Such alterations must be requested by the Flight Attendant within one (1) month of uniform issue or style change. The Company may designate a tailor to measure the Flight Attendant and perform the alterations or allow the Flight Attendant to select a tailor. If the Company allows the Flight Attendant to select her/his own tailor, it may limit the number of fittings it will pay for, and shall require the Flight Attendant to submit an estimate of costs in advance, and the submission of an invoice or paid receipt for payment or reimbursement.

3. UNIFORM MAINTENANCE EXPENSES. A full-time Flight Attendant shall be paid \$18.46 bi-weekly for the maintenance of her/his uniform.

4. UNIFORM REPLACEMENT. The Company will exchange items of initial-issue at no cost to the Flight Attendant when replacement is necessary due to normal wear or defective manufacture, as determined by the Director of Inflight, or in case of uniform style change.

D. RETURN OF UNIFORMS. All uniform replacement items furnished by the Company without cost to the Flight Attendant shall remain the property of the Company. Flight Attendants shall retain their uniforms while on furlough or leave of absence; however, upon termination of employment, all uniform items paid for by the Company shall be

returned. The Company may require each Flight Attendant to sign an agreement allowing the Company to withhold from the Flight Attendant's final paycheck 50% of its cost for any issued item not returned. No part of the initial issue uniform fee shall be refunded upon termination; however, initial issue uniform items may be retained.

ARTICLE 12 SENIORITY

A. **FLIGHT ATTENDANT SENIORITY.** Flight Attendant seniority is length of service as a Flight Attendant. It shall begin to accrue on hiring as a Flight Attendant, after completion of training. The Company shall establish the relative order of hire among Flight Attendants who complete training in the same class. Except as it may be extended in case of furlough or leave of absence (see Articles 13 and 14), or as described below in the case of transfer to other positions, it shall end on the day a Flight Attendant ceases to work for the Company as a Flight Attendant. Any Flight Attendant who resigns or whose services with the Company are permanently severed for just cause shall forfeit her/his Flight Attendant seniority rights.

1. A Flight Attendant who transfers to a supervisory/management position within the Inflight Department shall continue to accrue seniority for a period of six months. Thereafter, she/he shall retain, but not accrue, seniority for an additional six months.

2. A Flight Attendant who transfers to any other position within the Company shall retain, but not accrue, seniority for one year.

Flight Attendant seniority shall be used for computing pay, determination of bidding rights, order of furlough and recall, vacation preferences and Domicile assignments in accordance with the provisions of this agreement and as otherwise stated in this agreement. In accordance with Article 6, bidlines shall be awarded in order of Flight Attendant seniority at each Domicile.

B. **COMPANY SENIORITY.** Company seniority is length of service with the Company. Company seniority shall be used by the Company for computing years of service for determining vacation accrual rate, accrued sick leave, eligibility for on-line and interline reduced rate travel benefits, and for any other purpose that is not inconsistent with any specific provision of this Agreement. The Company may compute Company seniority differently for different purposes, so long as it is consistent with this Agreement.

C. **PROBATIONARY PERIOD.** The regular probationary period for a Flight Attendant shall be six (6) months, beginning with the start of her I.O.E.. Any period of thirty (30) consecutive days or more during which a Flight Attendant performs no Flight Attendant duties during the probationary period shall be added on to the probationary period. The Company shall have the unilateral right to extend the probationary period for up to six (6) additional months for performance-related reasons, provided that the Flight Attendant is given written notice of such extension

prior to the conclusion of her/his regular probationary period. Such notice shall contain the specific performance-related reasons for the extension, the length of the extension, and the date on which the extended probationary period is to be completed.

Neither the actual extension of a Flight Attendant's probationary period, nor the reasons for the extension shall be subject to review under the grievance procedure.

D. **MERGER PROTECTION.** If any merger of the Company with another airline, acquisition of the Company by another airline, or acquisition of another airline by the Company results in the Company's Flight Attendants and the other airline's flight attendants being part of a single collective bargaining unit represented by a union, the seniority lists of the Company and the other airline will be integrated in a fair and equitable manner including, where applicable, agreement between the Company, the other airline and the collective bargaining representatives of both flight attendant groups. In the event the Company, the other airline and the collective bargaining representatives fail to agree, or if the other airline's flight attendants have no collective bargaining representative, the dispute may be resolved in accordance with Section 13 of the Allegheny-Mohawk Labor Protective Provisions unless such provisions for seniority integration are inconsistent with, or produce a result that is inconsistent with, the terms or objectives of the merger or acquisition agreement between the Company and the other airline.

E. **CORRECTION OF FLIGHT ATTENDANT SENIORITY.** The Company shall post a Flight Attendant Seniority list on a bulletin board at each domicile. Unless there have been no changes, this list shall be updated no less frequently than once every six months. In addition, a copy of the most current Flight Attendant Seniority list will be provided to any Flight Attendant upon request. The Company shall correct any error in the list that is submitted in writing to the Director of Inflight within 60 days after the list was posted, except that a Flight Attendant who is on vacation, leave of absence or furlough at the time the list was posted may ask for a correction of any error affecting her/him within 60 days after returning to work. No Flight Attendant shall be entitled to any retroactive pay or other form of retroactive relief on account of an error in the Flight Attendant Seniority list, nor shall the Company be required to change any bid awards already made at the time an error is brought to its attention.

ARTICLE 13 LEAVES OF ABSENCE

A. GENERAL. The Company will grant Flight Attendants Leaves of Absence required for medical reasons, and for reasons that entitle an employee to be excused from working under the Federal Family and Medical Leave Act of 1993 (including more generous non-preempted state laws). The Company may grant Leaves of Absence for personal reasons or for recuperation following a medically disabling condition. In addition, Flight Attendants who perform military service may be entitled to reinstatement, and if they are reinstated, the period of excused service is a Military Leave of Absence. The following apply to all Leaves of Absence:

1. Except as expressly authorized (as in a Military Leave of Absence or a medically approved rehabilitation job while on a Medical Leave), a Flight Attendant may not work for another employer while on Leave of Absence. Unauthorized work will result in termination of the leave of absence.

2. Reinstatement from a Leave of Absence shall be at the Flight Attendant's last Domicile, but may be delayed until the beginning of the next bid period by the Director of Inflight. If a Flight Attendant has not been awarded a bidline, she/he may be assigned Reserve for the remainder of the bid period.

3. If a Flight Attendant does not return to work on her/his scheduled return date, she/he shall be terminated unless appropriate arrangements for an alternate return date have been made in writing with the Director of Inflight prior to the scheduled return date. In any case, the Company may reassign the remainder of her/his current bidline and require her/him to be available for Reserve assignment for the remainder of the bid period.

4. Administration of the Company's Leave of Absence Policy is the responsibility of the Personnel Department. All requests for leaves of absence should be submitted by the Flight Attendant on the form prescribed by the Company, together with any supporting documentation. Personnel will respond to the Flight Attendant's request by informing the Flight Attendant of the type of leave that will be granted, the length of the leave and any benefits that the company will make available during the leave.

B. MEDICAL LEAVE OF ABSENCE. A Medical Leave of Absence shall be granted to a Flight Attendant who is unable to work due to illness or injury, provided such illness or injury did not arise out of her/his employment with the Company. The period of the leave shall coincide

with the duration of the disability and, except for pay purposes, Flight Attendant seniority shall continue to accrue during a Medical Leave of Absence. Sick leave and Vacation shall continue to accrue while the Flight Attendant remains on the payroll. If the Flight Attendant returns to work within one year from the first date of missed work due to illness or injury, her/his Company seniority and years of service for pay purposes shall be restored. If the leave exceeds one year, she/he will be regarded as a new hire for these purposes.

1. If a Flight Attendant is expected to be disabled for four weeks or more, or is excused from work on account of illness or injury for a period of two consecutive weeks or more without furnishing sufficient information for the Company to ascertain her/his expected return date, the Company may place her/him on a Medical Leave of Absence and re-assign the remainder of her/his awarded bid lines. Any disagreement over whether the Flight Attendant is medically fit to work shall be settled by use of a Physical Examination pursuant to Article 9 of this Agreement.

2. Sick leave will be paid during a Medical Leave of Absence until it is exhausted, unless or until the Flight Attendant elects that it not be paid. Once discontinued, sick leave may not be resumed during the Leave. Vacation pay may be requested in conjunction with the start of the Leave of Absence.

3. A Flight Attendant on Medical Leave of Absence shall continue to be covered by the Horizon Air group insurance plan and may continue dependent coverage, so long as timely payment is made therefor, for up to six months. Thereafter, the Company will process an administrative payroll separation and the Flight Attendant may continue group insurance coverage to the extent provided by COBRA, provided she/he complies with all COBRA requirements.

C. WORKERS' COMPENSATION LEAVE OF ABSENCE. A Workers' Compensation Leave of Absence shall be granted to a Flight Attendant for the period of time that she/he receives temporary total disability (time-loss) payments under a workers' compensation statute.

1. A Flight Attendant will be paid any accrued sick leave during the statutory waiting period and may be required to pay over to the Company all or a portion of the temporary total disability (time-loss) payments she/he receives for the waiting period if the combined sick leave and time-loss payments exceed her/his regular pay. No other sick leave or vacation will be paid while a Flight Attendant is on a Workers' Compensation Leave of Absence.

2. Flight Attendant seniority shall continue to accrue during a Workers' Compensation Leave of Absence. A Flight Attendant on a Workers' Compensation Leave of Absence shall continue to be covered by the Horizon Air group insurance plan and may continue dependent coverage,

so long as timely payment is made therefor, for up to six months. Thereafter, the Company will process an administrative payroll separation, and the Flight Attendant may continue group insurance coverage to the extent provided by COBRA, provided she/he complies with all COBRA requirements.

D. RECUPERATIVE LEAVE OF ABSENCE. A Flight Attendant may be granted a Leave of Absence for a period not to exceed 90 days for the purpose of rest or recuperation after a disabling medical condition, such as pregnancy. A request for a Recuperative Leave of Absence must be submitted at least 30 days in advance of the intended start date for approval by the Director of Inflight. A Flight Attendant shall continue to accrue Flight Attendant seniority while on a Recuperative Leave of Absence. Except during any period she/he remains on the payroll, neither sick leave nor vacation shall accrue.

1. A Flight Attendant may utilize accrued vacation during a Recuperative Leave of Absence provided a request is made in conjunction with the request for the Leave of Absence.

2. A Flight Attendant on a Recuperative Leave of Absence shall continue to be covered by the Horizon Air Group insurance plan for a maximum period of six (6) months, including the medical leave period that preceded it, and may continue dependent coverage so long as timely payment is made therefor during this period of time.

E. FAMILY LEAVE OF ABSENCE. Family Leaves of Absence, as described below, are legally required by Federal and some State's laws when specified conditions related to the number of employees working at the employee's work site are met. However, it is the intent of the Company that the Family Leaves available in accordance with this Family Leave policy be made available to all full-time and part-time employees who qualify under the policy, even if the federal or applicable state law would not require the granting of the leave in the case of a particular employee because the number of employees working at or near her/his work site location are too few.

1. Flight Attendants eligible for Family Leaves of Absence may also be eligible for Medical and Recuperative Leaves of Absence under which greater benefits are provided. A Flight Attendant who is eligible for both a Family Leave and a Medical or Recuperative Leave shall be granted both leaves concurrently and shall be provided the benefit of the more liberal leave benefit provisions while eligible for that leave.

2. This Section E shall be interpreted so as to provide every legally required benefit of Federal and state Family leave laws to the extent that such laws would require such benefit in the particular case of the Flight Attendant involved. It is the further intent that if a Flight Attendant seeks the benefit of any such Federal or state law in a case in which the Com-

pany would not grant a Medical or Recuperative Leave under Section A or D above, then the Company shall have the right to impose all the conditions and limitations of such laws (except the number of employees working at the employee's work site requirement), including the right to deny the leave if the employee is not legally eligible for it under the applicable law. For example, the Medical Leave of Absence provision provides for a leave of up to six months in duration. However, the Company may make its own medical determination of the necessity for the leave. On the other hand, the federal family and medical leave act provides that this determination may be made by a broad range of "health care providers" selected by the employee, but limits the entitlement to 12 weeks and to employees who meet length of service requirements, and does not require that the employee be allowed to utilize accrued sick leave. If a Flight Attendant seeks to obtain a leave of absence upon the opinion of a "health care provider" that the Company would not recognize for a Medical Leave of Absence, then the Company may deny the leave if the Flight Attendant is not legally entitled to it, or limit it to 12 weeks and not allow the use of sick leave if the Flight Attendant is legally entitled to the leave.

3. When and as required by the Federal Family and Medical Leave Act (including any similar state law that is not preempted), Flight Attendants will be granted a Family Leave of Absence. Generally these Leaves of Absence are required for a period not to exceed 12 weeks and are only required to be granted for one of the following reasons:

- a. for the birth of a son or daughter and care of the newborn child
- b. for the placement with the employee of a son or daughter for adoption or foster care;
- c. to care for the employee's spouse, son, daughter or parent with a serious health condition; or
- d. because of a serious health condition that makes the employee unable to perform the functions of her/his job

4. To be eligible for Family Leave, a Flight Attendant must have worked for the company:

- a. for at least 12 months (that is, at least one hour per week in 52 consecutive or non-consecutive weeks), and
- b. at least 1250 hours in the 12 months immediately preceding the effective date of the leave.

5. Family Leave must be taken in a single, consecutive period except in the case of a leave to care for a seriously ill family member or the Flight Attendant's own serious health condition. In those cases, the leave may be taken intermittently or by working a reduced workweek if such a

retain, but not accrue, Flight Attendant seniority while on a Personal Leave of Absence. Neither sick leave nor vacation shall accrue.

1. A Personal Leave of Absence shall not exceed six months and may be granted for reasons such as family illness or education. A Personal Leave of Absence may not be granted for the purpose of seeking or engaging in other employment.

2. A request for a Personal Leave of Absence must be submitted in writing and requires approval of the Director of Inflight. The request must state the reason for the leave, the commencement and expected date of return, both of which must coincide with the beginning of a bid period. A Flight Attendant desiring to return to work prior to the date of expiration of the leave must give at least two weeks notice prior to the new expected date of return and may only return to work early with Company approval.

3. A Flight Attendant on a Personal Leave of Absence may continue group insurance coverage to the extent permitted by COBRA, provided she/he complies with all requirements of COBRA.

G. MILITARY LEAVE OF ABSENCE. 1. A Military Leave will be granted as required by Federal law and regulations applying thereto. A Flight Attendant's right to return to employment, seniority, and benefits shall be governed by and limited to the protection afforded in the Universal Military Training and Service Act as currently in effect or as hereafter amended.

2. A Flight Attendant participating in reserve or National Guard training is required to give the Company notice and is encouraged to submit written notification indicating the inclusive dates of anticipated duty accompanied by military orders, as early as possible. Although Military Leave is unpaid, a Flight Attendant may elect to collect any vacation pay to which she/he is entitled during the period of her/his absence.

H. LEAVES OF ABSENCE FOR MATERNITY. A Flight Attendant who is pregnant may request a Personal leave of Absence to cover the period of pregnancy before she is entitled to a Medical Leave of Absence and a Recuperative Leave of Absence for the period after her period of disability. She may submit a combined request for these leaves to cover the entire period of time from when she wants to stop working until the time she plans to return to work. The Company will provide a single form for Flight Attendants to make a combined request for a maternity Leave of Absence. The Director of Inflight may delay the beginning of the Personal Leave of Absence or curtail the Recuperative Leave of Absence if she/he believes that a serious staffing shortage will exist; if not, the maternity Leave of Absence will be granted for the period requested.

1. In the case of a combined maternity Leave of Absence, or if a Flight Attendant wants to plan her Medical Leave of Absence before she

schedule is "medically necessary." The determination of medical necessity will be made by the Personnel Department based upon the medical certification provided by the Flight Attendant with the application for FMLA leave. No intermittent leave will be granted unless all the legal requirements for such leave are met, including the applicable state or federal requirement regarding the number of employees working at the Flight Attendant's worksite.

6. Unless required by a more generous state law, a Flight Attendant is only entitled to one Family Leave of Absence during a 12 month period measured backward from the date the Flight Attendant uses any Family Leave. Two employees who are husband and wife are only entitled to one Family Leave (which may be shared) between them with respect to the birth or placement for adoption or foster care of a son or daughter, or for the care of a son or daughter (after birth or placement) or of a parent with a serious health condition.

7. Except as may be required by state law, (as, for example the Oregon Parental Leave Act which requires that employees be allowed to use sick leave in the case of: (1) the birth of the employee's son or daughter, or (2) the placement with the employee of a son or daughter under six years of age, for the period of time between the date the child is born or adopted and 12 weeks after that date) sick leave may not be used on a Family Leave of Absence.

8. A Flight Attendant may use accrued vacation while on a Family Leave of Absence.

9. Sick leave and vacation will continue to accrue during a Family Leave of Absence only while the Flight Attendant is on the payroll (i.e., while the Flight Attendant is receiving sick leave or vacation pay).

10. A Flight Attendant on a Family Leave of Absence shall not have to pay for continued coverage by the Horizon Air group insurance plan, and may continue dependent coverage if she/he prepaes the employee portion of the dependent coverage fee as required by the Company.

11. A Flight Attendant shall continue to accrue Flight Attendant Seniority while on a Family Leave of Absence.

12. If possible, Flight Attendants must provide 30 days advance notice of a Family Leave. If 30 days notice for a foreseeable leave is not given, the leave may be delayed until 30 days after notice is given.

F. PERSONAL LEAVE OF ABSENCE. When the requirements of the service permit, as determined by the Company, a Personal Leave of Absence may be granted to a full-time Flight Attendant who has successfully completed her/his probationary period. A Flight Attendant shall

is disabled, the Company will presume the Flight Attendant is disabled commencing with the 19th week of pregnancy and ending four weeks after the actual date of childbirth or miscarriage and will treat that period as a Medical Leave of Absence; however a Flight Attendant shall be entitled to a Medical Leave for any period (not to exceed one year) that she is disabled and not medically fit to perform her Flight Attendant duties.

2. A Flight Attendant is encouraged to notify her supervisor upon discovering that she is pregnant, but shall not be required to do so until she enters her 4th month of pregnancy. Provided that she remains medically fit to perform her work, a Flight Attendant who is pregnant may continue to work through the 26th week of her pregnancy. The Company will loan a Flight Attendant who continues to work two maternity uniforms which must be returned in useable condition, cleaned and pressed, when the Flight Attendant goes on maternity leave.

I. BEREAVEMENT LEAVE/PAY. A full-time Flight Attendant may be granted up to three consecutive working days off with pay when needed in connection with the death of an immediate family member. Immediate family members include the Flight Attendant's parents, grandparents, spouse, children, brothers and sisters and her/his spouse's parents and children. Bereavement pay must be approved by the Director of Inflight and shall only be granted as needed to attend the funeral and to handle affairs made immediately necessary by the deceased person's death, such as arranging the funeral. The Director of Inflight's determination of the amount of time off shall be final.

ARTICLE 14 FURLOUGH AND RECALL

A. FURLOUGH 1. When the Company plans to reduce the number of Flight Attendants working a Domicile, it will notify the Flight Attendants at the Domicile of the names of the Flight Attendants tentatively selected for furlough at the time it puts out the bidlines for a bid period. For any furlough not coinciding with the beginning of a bid period, tentative notification will be provided no less than 15 days prior to the furlough date. After consideration of requests for Voluntary Furlough, written notification of furlough shall be sent no later than 10 days before the furlough date by certified mail to all those finally selected.

2. Any Flight Attendant who is in an Active Working Status may request a Voluntary Furlough for any bid period. If the Company has excess bidlines at a Domicile, it will grant requests for Voluntary Furlough in order of Flight Attendant seniority of the requesters at that Domicile. A Flight Attendant who has been on a Voluntary Furlough for two (2) consecutive bid periods will be ineligible for another Voluntary Furlough until she/he has been in an Active Working Status for at least one full bid period. If a furlough does not coincide with the beginning of a bid period, or if the Company wants to establish a definite return date, the Company may set the Voluntary Furlough for any period of time not to exceed two bid periods. The Company need not recall any furloughed Flight Attendant because of a request for Voluntary Furlough by a more senior Flight Attendant.

3. In the event there are an insufficient number of requests for Voluntary Furlough at a Domicile, the most junior Flight Attendant at the Domicile shall be furloughed, unless she/he is a probationary employee, in which case she/he will be permanently laid off.

4. A furloughed Flight Attendant shall retain her/his Flight Attendant seniority for a period of eighteen (18) months. There shall be no coverage under the Horizon Air medical dental plan for the Flight Attendant and her/his dependents except as provided by COBRA, and air travel benefits after being furloughed are limited. (Current policy and agreement with Alaska Airlines provides for a single termination pass on the Horizon Air—Alaska Airlines route system.) During a Voluntary Furlough, Flight Attendant seniority shall continue to accrue, coverage under the Horizon Air medical dental plan for the Flight Attendant and her/his dependents shall continue, provided all required employee contribution for such coverage is timely made, and the Flight Attendant shall be eligible for air travel benefits, to the extent provided other employees, excluding any interline prohibitions.

ARTICLE 15

TRANSFERS BETWEEN DOMICILES

A. **VOLUNTARY TRANSFERS.** 1. When a Domicile vacancy occurs or a new Domicile is established, the Company will post a notice at each other Domicile indicating the number of vacancies, the date the Flight Attendant will be required to be available for duty at the new Domicile and the date by which all bids must be received by the Director of Inflight.

2. If there are bids for the vacancies, the Company will transfer those bidders with the greatest Flight Attendant Seniority. A Flight Attendant may withdraw her/his bid at any time prior to the time she/he is offered an opportunity to transfer.

3. A Flight Attendant transferred to fill a vacancy shall be available to begin the assignment on the date set by the Company. Prior to or during her/his first bidline at the new Domicile, her/his work schedule shall include a period of no less than four consecutive days off to relocate to be taken in accordance with the procedures of Article 16 (Moving Expenses). However, a Flight Attendant that voluntarily transfers shall not be entitled to any moving expense reimbursement under such Article.

4. If a Flight Attendant is furloughed when a Domicile is closed or because the flying is reduced at a Domicile, she/he may continue to bid for vacancies at other Domiciles during the 18 month period she/he retains her Flight Attendant seniority while on furlough.

B. **INVOLUNTARY DISPLACEMENT.** 1. If there are vacancies at a Domicile that have not been filled by voluntary transfers, the Company may fill these by hiring additional Flight Attendants, or transferring Flight Attendants from other Domiciles. When Flight Attendants at any Domicile are involuntarily transferred to another Domicile for any reason, they shall be the most junior Flight Attendants at that Domicile. Each may be assigned to any Domicile, and, if so transferred, shall be considered transferred at Company request for purposes of Moving Expenses reimbursement (Article 16).

2. If the Company closes a Domicile, it will notify the affected Flight Attendants in writing at least one full bid period prior to the effective date of the closing of the Domicile.

C. **TRANSPORTATION FURNISHED TO TRANSFERRED FLIGHT ATTENDANTS.** The Company will provide on-line, space-available transportation to a Flight Attendant, her/his spouse and dependent children as necessary to move from her/his old domicile to her/his new domicile.

B. **RECALL.** 1. Recall at a Domicile shall be in order of seniority of the furloughed employees at that Domicile. While on furlough, a Flight Attendant may bid to fill a vacancy at any other Domicile. The Company shall attempt to fill a vacancy by recall before it transfers a Flight Attendant from another Domicile, or fills the vacancy with a new hire.

2. A written recall notice shall be sent to each Flight Attendant entitled to recall by certified mail to the last address provided by the Flight Attendant. A Flight Attendant must notify the Company within ten (10) days after mailing of any written recall notice of her/his intent to return to work on the date specified in the recall notice. It is the Flight Attendant's responsibility to keep the Company informed of her/his correct address and provide coverage of her/his mail in case a recall notice is sent while she/he is away from her/his address.

3. If a Flight Attendant has not accepted recall by the tenth day, the Company shall attempt to contact any other furloughed Flight Attendants at that Domicile by mail or telephone in order of seniority.

4. A Flight Attendant who is recalled shall not be furloughed again for at least one full bid period after accepting recall. However, a Flight Attendant who accepts a recall offer and fails to report for work on the date specified, or who doesn't respond to a written recall notice by the required tenth day may be terminated.

C. **EMERGENCY SERVICE.** Notwithstanding Section B above, the Company may ask any furloughed Flight Attendant to return to work for a period of time that does not exceed one bid period. When so doing, it shall attempt to contact the furloughed Flight Attendants in order of seniority, but no Flight Attendant who is not contacted shall have any right to claim pay or any other benefits under this Agreement. If the vacancy is a continuing one, it shall be filled in accordance with Section B above at the beginning of the next bid period. No Flight Attendant shall be terminated for failure to respond to an Emergency Service request under this Section C.

D. LIMITATIONS ON DOMICILE BIDDING. After accepting a domicile assignment, a Flight Attendant may not bid for another domicile assignment that will begin less than:

1. the beginning of the 11th bid period after the beginning of the first bid period at the domicile if the domicile assignment from which the Flight Attendant seeks to transfer was chosen by the Flight Attendant; or
2. the beginning of the 4th bid period after the beginning of the first bid period at the domicile if the domicile assignment from which the Flight Attendant seeks to transfer was made by the Company.
3. Notwithstanding the foregoing limitations, the Director of Inflight may approve the early transfer of a Flight Attendant who chose her/his domicile assignment in case of a hardship caused by changed circumstances that were not foreseeable at the time she/he chose the domicile and the Director of Inflight will approve the early transfer of any Flight Attendant who proposes to trade her/his domicile assignment with another Flight Attendant who agrees to make the trade.

ARTICLE 16 MOVING EXPENSES

A. QUALIFYING FOR EXPENSES. A Flight Attendant shall be eligible to receive Company paid moving expenses under this Article if she/he moves to another domicile at Company request pursuant to Article 15 (Transfers Between Domiciles). A Flight Attendant shall not be eligible for moving expenses under this Article for her/his initial domicile assignment. Prior to or during her/his first bidline at the new Domicile after any new assignment, a Flight Attendant's schedule shall be reduced, as necessary to include a period of no less than four consecutive days off to relocate. A Flight Attendant may select the time to relocate provided there are adequate crews and reserves then available as determined by the Director of Inflight. If the time the Flight Attendant selects results in her/him being relieved from duty more days than if the Company selected the most advantageous time to it, then the Company may assign the Flight Attendant duty for the number of excess days off during either her/his first or second bidline at the new Domicile.

B. ALLOWABLE EXPENSES. 1. Truck or trailer rental of a total capacity not to exceed 15,000 pounds plus necessary moving accessories, pads and hand carts. The Company may specify the Company from which the equipment will be rented.

2. Automobile mileage for 1 (one) vehicle used by the Flight Attendant and/or her/his immediate family for the distance between the Domiciles, at the rate of \$.225 (twenty-two and one half cents) per mile. In establishing the mileage the Company may use the shortest road distance specified in the Rand McNally road atlas or other similar mileage source.

3. A relocation allowance of \$200.00 to cover miscellaneous expenses incidental to moving, such as motels and meals.

ARTICLE 17

HOSTAGE BENEFITS

A. If a Flight Attendant is held hostage as a result of hostile action on the aircraft on which she/he is working or deadheading in uniform, she/he shall continue to be paid her/his regular base salary until she/he is released or until her/his death, whichever first occurs, but in no event longer than 12 months. Such compensation shall be in lieu of all salary and any other compensation to which she/he might otherwise be entitled under this Agreement. The Company may offset from the amount paid any compensation provided for by any law, Workers Compensation or otherwise, which the Flight Attendant is paid as a result of the hostile action. If the Company does not exercise any alternative for compensation to the Flight Attendant under any law, then its payment to the Flight Attendant of her/his regular salary during any period of hostage shall be in lieu of all compensation provided for by any such law.

B. The Flight Attendant shall retain and continue to accrue Flight Attendant seniority while held hostage and the time during which she/he is held hostage shall be considered a period of service with the Company for pay increase purposes. Unless the Flight Attendant has made arrangement for automatic direct deposit of her/his pay, the monthly compensation allowable under this Article shall be credited to the Flight Attendant on the books of the Company and thereafter held for her/his account without interest.

ARTICLE 18

BENEFITS

The Company shall provide each of the following benefits to Flight Attendants on the same terms, conditions and employee cost as it does to its Administrative Employees, so long as it provides such benefit to such employees.

1. Group Life Insurance.
2. Accidental Death and Dismemberment (AD&D) Insurance.
3. Medical and Dental Benefits (for employees and dependents).
4. Long Term Disability (LTD) Insurance (for full-time employees only).
5. On-line and interline non-revenue and reduced rate travel benefits (for employees and certain eligible dependents).
6. Savings Investment (401k) Plan.
7. Profit Sharing Plan.

The Company shall notify the Union in advance of any changes to any of these benefits.

ARTICLE 19

MANAGEMENT RIGHTS

The Company has and retains, and the Union recognizes that the Company has and retains, the sole and exclusive right to exercise all rights or functions of management, the discretion and authority to manage its operations and direct its work force, except to the extent that such rights of management are expressly limited by this Agreement and so long as the exercise of such rights does not conflict with the express terms of this Agreement. By not exercising rights reserved to it, or by exercising such reserved rights in a particular way, the Company shall not be deemed to have waived such rights nor to have created an obligation to continue such a practice, unless such waiver or practice is based upon the express provisions of this Agreement.

ARTICLE 20

UNION ACTIVITIES

A. **BULLETIN BOARDS.** The Company agrees to provide space in an area accessible to Flight Attendants at each Flight Attendant domicile on which the Union may place a bulletin board to be used for the posting of notices relating to Union meetings and other Union matters. Notices posted on such bulletin board shall not contain political or inflammatory material or material that is derogatory with respect to the Company or its employees. Material shall not be removed from the bulletin board by the Company before it has discussed such action with the MEC/LEC President or her/his designee unless such person can not be immediately contacted in accordance with contact instructions given to the Company by the Union for such purpose. If the bulletin board has restricted access (such as a locking, glass enclosed board) the Company will be provided access (such as the key). There shall be no other distribution or posting of Union information or mail on the Company's properties.

B. **TRANSPORTATION.** The Company shall allow pass travel for Union business on Horizon Air as follows:

1. Up to five round-trip Union business passes will be provided each calendar month at no cost. These passes may be used for travel by Flight Attendants or AFA International Representatives to meetings with the Company or other purposes approved by the Company. All requests for Union business passes shall be made by the MEC President or her/his designee to the Director of Inflight or her/his designee. The boarding priority for these passes will be the same as for Company business travel.

2. Pleasure Passes may be used for other Union business trips by Flight Attendants. The MEC President shall provide to the Director of Inflight a summary of all Pleasure Pass Union business travel monthly, listing the persons who traveled, the date of travel, and the business conducted.

C. **FURNISHING OF COMPANY INFORMATION.** The Company shall provide to the MEC President each month upon request (1) the names of Flight Attendants who have resigned, been hired, had their probationary period extended beyond six (6) months, transferred, discharged, furloughed, recalled, or placed on leave of absence; (2) changes in Flight Attendant names, addresses, and telephone numbers; (3) planned domicile closings if a final decision has been made; (4) changes in aircraft that significantly affect inflight service.

D. **TIME OFF FOR UNION BUSINESS.** 1. A Flight Attendant shall be given an unpaid leave for Union business for whole bid periods

(one or more) provided that a request is submitted at least four weeks prior to the beginning of the bid period for which the leave is requested to the Director of Inflight by the LEC President. Such request shall include the name(s) of the Flight Attendant(s), the date and time of release from duty, the date and time of return to duty, and the specific business for which release is requested.

2. Requests for paid Union business leaves involving the Company shall be approved when staffing levels permit. Requests shall be submitted to the Director of Inflight by the LEC President at least ten days prior to the date of the first trip, or first trip in a series of trips, that would be dropped. Such requests shall include the name(s) of the Flight Attendant(s) the specific trips for which release is requested, and the specific business for which release is requested.

a. Approval of such requests shall be on a "trip by trip" basis, given no less than five days prior to the trip. However, if the Union notifies the Company that it wants any or all of the trips dropped, without regard to staffing considerations, then the Company's approval shall include all trips so designated; provided that no more than two Flight Attendants may be on leave without regard to staffing considerations at the same time.

b. When a Flight Attendant is excused because staffing levels permit, the Company shall invoice the Union an amount for each day missed determined by multiplying her/his monthly salary by 1.15 and dividing the result by the number of scheduled Duty Days in the Flight Attendant's bidline. When excused without regard to staffing considerations, the Company shall invoice the Union as described in Section 3. c. below. In either case, the Union shall pay the Company within 30 days of receipt of the Company's invoice. The Company shall provide the LEC President copies of the invoices.

c. If the Union business is canceled, the excused Flight Attendant may reassume responsibility for her/his trip(s) by providing notification to the duty supervisor in time for Crew Scheduling to correct its flight crew records before the flight.

3. During the period during which amendments to this agreement are being negotiated pursuant to Article 25, the following shall apply at the option of the Union:

a. Two Flight Attendants designated by the Union shall be awarded paid Union business leave on any days specified by the Union for the purpose of negotiation or negotiation preparation provided the total length of any period of time during which either (or both) of the Flight Attendants perform no duty for the Company does not exceed five consecutive weeks.

b. Unless the leave is requested for a meeting scheduled with less than two weeks notice, Union business leave requests shall be made at least two weeks prior to the first day of leave requested.

c. The Company shall invoice the Union an amount for each day missed determined by multiplying her/his monthly salary (including 401k plan matching contribution, if applicable) by 1.15 and dividing the result by the number of scheduled Duty Days in the Flight Attendant's bidline, plus an additional charge of 20% of the foregoing total to cover payroll based taxes, and benefits. The Union shall pay the Company within 30 days of receipt of the Company's invoice. The Company shall provide the LEC President copies of the invoices.

4. Flight Attendant seniority shall continue to accrue during a leave for Union business. For any leave of more than five weeks, the Flight Attendant shall not be paid or retained in an active employment status and no reimbursement shall be due from the AFA.

5. The maximum number of weeks of a Flight Attendant's schedule during which leave for Union business will be granted in any calendar year pursuant to this section shall be 26.

6. Nothing in this section will preclude trip-trading in accordance with the provisions of this agreement for the purpose of allowing a Flight Attendant time for Union business.

E. DISTRIBUTION OF MATERIAL. The Union may distribute a Union newsletter or other Union information through the Company's Flight Attendant mail boxes once during each three month period during the term of the Agreement. All materials proposed for distribution must be approved by the Director of Inflight or her/his designee prior to being placed in the mail boxes.

ARTICLE 21

UNION SECURITY AND DUES COLLECTION

A. DUES COLLECTION ASSISTANCE. The Company shall assist the Union in the collection of monthly dues, fees, and periodic assessments from Union members in amounts that are now or may hereafter be established in accordance with the Constitution and By-laws of the Union in the following ways:

1. UNION INTRODUCTION TO NEW FLIGHT ATTENDANTS. The Company will provide a forty five (45) minute period during its initial training program for new hire Flight Attendants for the Union to explain its role at Horizon Air and how Union dues are needed and used to provide services for the Flight Attendants. The explanation will include an introduction of the Union's local officers and indicate a time and place designated by the Union where such officers will be available to discuss the Union, dues, membership and various Union programs. The explanation shall stress the positive benefits of the Union for the Flight Attendants and the commitment of the Union and the Company to working together to maintain a positive working relationship between Flight Attendants, the Company and the Union. Neither the Company nor the Union will in any way use threats or coercion on Flight Attendants to join (or not join) the Union or to maintain (or discontinue) Union membership.

2. DUES COLLECTION.

a. During the life of this Agreement, the Company will deduct from the pay of each member of the Union and remit to the Union monthly membership dues levied in accordance with the Constitution and Bylaws of the Union, provided such member of the Union voluntarily executes the agreed form, which is hereinafter included in this Agreement to be known as "Check-Off Form", which shall be furnished by the Union. The Company will not be required to deduct monthly membership dues unless the Company has received a Check-Off Form and has not received a notice of revocation thereof as provided in the Check-Off Form. The wording of the Check-Off Form shall be as follows:

ASSIGNMENT AND AUTHORIZATION CHECK-OFF OF UNION DUES

TO: HORIZON AIR

As provided in and subject to the terms of the Agreement between Horizon Air and the Association of Flight Attendants, AFL-CIO, I hereby authorize the Company, as a benefit and service to me, to deduct bi-weekly dues from my earnings my Union dues for that pay period in the amount established and levied in accordance with the Constitution and Bylaws of the Union and to pay such amount bi-weekly to the designated officer of the Union.

I agree this authorization shall be effective from the date set forth below and shall continue for a period of one quarter (3 months) and shall continue in full force and effect from quarter to quarter unless I give the Company and the Union a written notice of revocation within the seven (7) day period at the beginning of each calendar quarter, and as provided by law, and if not so revoked by me, this authorization shall continue to be irrevocable except in the manner above during subsequent periods of revocation.

This authorization shall automatically be terminated if at any time the Union ceases to be my recognized bargaining representative.

Amount _____ Date _____

Flight Attendant's Name _____

Flight Attendant's Signature _____

Employee Number _____

b. All Check-Off Forms or signed written revocations, if any, will be submitted through the Secretary/Treasurer of the Union who will forward the original signed copy to the payroll manager of the Horizon Air Accounting Department. A properly executed Check-Off Form will become effective not later than two (2) weeks after it is received by the payroll section of the Accounting Department. Improperly executed forms will be returned to the Union. A signed, written revocation of a Check-Off Form shall take effect the first pay period of the next quarter after it is received.

c. The Union may also provide a Dues Check-Off Form which a Flight Attendant may use to have Union dues automatically deducted from her/his bank or credit union account for direct transmittal to the Union's account.

d. The Company will remit to the Union all dues collected on a given payday, on or as soon after the payday as possible. To expedite the remission of the dues to the Union, the dues will be electronically transferred to a bank designated by the Union not later than five (5) business days after the date of such deduction, unless precluded by unforeseen circumstances. 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 will promptly send a list of names and stations of the employees for whom deductions have been made in that particular period.

e. No deductions of Union dues will be made from the wages of any employee who has executed a Check Off Form and 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 classifica-

tion covered by the Agreement, whether by transfer, termination, leave without pay, or recall from furlough, deductions shall be automatically resumed, provided the employee has not revoked the assignment in accordance with the other appropriate provisions of this Article and of the Railway Labor Act, as amended.

f. An employee who has executed a Check-Off Form and who resigns or is otherwise terminated (other than by furlough) from the employ of the Company, shall be deemed to have automatically revoked her/his assignment, and if she/he is reemployed, further deductions of Union dues will be made only upon execution and receipt of a new Check Off Form.

g. Collection of any back due owed at the time of starting deductions for any employee, and collection of dues missed because the 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 subject to payroll deductions.

h. Deductions of membership dues shall be made in equal installments from each regular paycheck, provided there is a balance in the paycheck sufficient to cover the amount after all other 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 monthly period in which her/his last day of work occurs.

3. UNION SECURITY. In the event that any other U.S.-based employee group of the Company is granted or agrees to payroll deduction of union dues and/or other union security protection, the Union shall, at its option, be granted such payroll deduction and/or other union security protection.

ARTICLE 22

GRIEVANCE PROCEDURE AND SYSTEM BOARD OF ADJUSTMENT

A. PRE-GRIEVANCE CONSULTATION. 1. DISCIPLINARY MATTERS. A Flight Attendant shall not be disciplined or discharged without written notice of the specific reason(s). A Flight Attendant may only be held out of service without pay for 3 days pending preparation of such written notice. Thereafter, if the Company continues to hold the Flight Attendant out of service pending preparation of such notice, she/he shall be returned to pay status and paid at her/his base salary rate. A Flight Attendant is entitled to have a local Union representative or any other Company employee accompany her/him to any meeting concerning discipline or take part in the conference call if that is how the meeting is conducted. If a meeting is requested, the Flight Attendant may choose between: (1) meeting in person during nonworking time; (2) a conference telephone call; or (3) dropping a trip (and the associated pay for it) and meeting during her/his scheduled trip time. All meeting times must be agreed to by all parties to the meeting. However, if the Company has determined that the Flight Attendant may not work again until the meeting is conducted, it will be scheduled for a time during the Flight Attendant's next scheduled trip unless the Flight Attendant is able to find a time satisfactory to all participants in the meeting before her/his next scheduled trip. A probationary Flight Attendant may not grieve a disciplinary or discharge action against her/him.

2. OTHER CONTRACTUAL MATTERS. Any grievance of an alleged violation of the terms of this Agreement will first be brought to the attention of the Flight Attendant's immediate supervisor by the Flight Attendant for discussion and possible solution. The Flight Attendant may elect to be represented in such discussion by her/his Union representative. If the Flight Attendant is not satisfied with the outcome of the discussion with her/his supervisor, she/he may submit a written grievance for consideration in accordance with steps described in paragraphs B through E below.

B. Step 1. A Flight Attendant may present her/his grievance in person, or through her/his local representative, to the Director of Inflight or her/his designated representative within fourteen (14) calendar days after the incident giving rise to the grievance. In disciplinary cases, where written notification to the Flight Attendant is required, the fourteen (14) day period shall start on the date the Flight Attendant receives the written notification.

Step 2. The Vice President in charge of the Inflight Department with or by her/his designee, the Director of Inflight, shall evaluate the grievance or complaint and render a decision as soon as possible, but not later than fourteen (14) calendar days. Failure to answer within such time shall

2. When a time limit in this procedure is measured from the date of receipt of a document and the document is sent by U.S. mail, the date of receipt shall be five (5) days after the date the document was placed in the U.S. mail, postage prepaid, to the address of the addressee last provided to the party who is doing the mailing.

3. Each Board of Adjustment ("Board") shall be composed of two (2) members: one (1) selected by the Company; and one (1) selected by the Union.

4. The members of the Board shall continue to serve until such time as the party selecting the member shall select a successor, which may be done at any time except during the consideration of a case.

5. The Board shall meet in the city where the general offices of the Company are maintained (unless a different place of meeting is agreed upon by the Board) at such times as may be agreed upon by the Company and the Union, but at least, during the first weeks of April and October (respectively) of each year, providing that at such times there are cases filed with the Board for consideration, and shall continue in session until all matters before it have been considered, unless otherwise agreed upon. In addition, the Company and Union agree that the Board will meet within 60 days of the request of either party to consider a case in which a Flight Attendant is protesting her/his discharge by the Company.

6. A grievance submitted to the Board shall be in the form of a written petition stating the position of the party submitting the grievance with a full statement of the facts and supporting data bearing on the dispute.

7. Two (2) copies of each petition shall be delivered to the Board. Upon receiving a submission or petition, the Board shall set a date for hearing which shall be mutually acceptable to both the Company and the Union. The parties may be heard either in person, by counsel, or by other representatives as they may respectively select, and the Board shall give reasonable notice of all hearings to all parties involved in any dispute submitted.

8. A majority vote of the Board shall be competent to make a finding or a decision with respect to any dispute properly submitted to it, and such finding or decision shall be final and binding upon the parties to such dispute.

9. Findings and decisions of the Board shall be stated in writing and in each case a copy of the findings and decision shall be furnished to the Company, the Union, and such Flight Attendant or Flight Attendants as are parties to the dispute. If a dispute arises as to the interpretation of the findings or decision, then upon request of the Company, the Union, or such Flight Attendant or Flight Attendants as are parties to the dispute, the Board shall interpret the findings or decision in light of the facts stated

constitute a denial of the grievance, which may then be processed to the next step described in paragraph C. However, if the Flight Attendant requests further investigation or a meeting, and the Director of Inflight agrees to take such action, then the Flight Attendant shall be so notified within the fourteen (14) calendar day period for answering and the Director of Inflight shall then have thirty (30) additional calendar days to investigate, conduct such meetings as she/he deems appropriate, and render her/his decision before the Flight Attendant may appeal as described in the next paragraph.

C. **STEP 3. SYSTEM BOARD OF ADJUSTMENT.** Failing settlement at an earlier step, any grievance may be forwarded in writing to the Board of Adjustment within thirty (30) calendar days of its denial at the previous step, or, by mutual agreement, directly to Arbitration or to non-binding mediation.

The Board and/or Arbitrator shall have jurisdiction only over any dispute which arises out of a grievance filed by a Flight Attendant concerning either (1) discipline (including discharge) of the grievant(s), or (2) interpretation or application of any of the terms of this Agreement as it affects the grievant(s).

Neither the Board nor the Arbitrator may modify the terms of this Agreement or any other agreement between the Company and the Union.

D. **ARBITRATION.** If the Board is unable to agree upon a finding or decision, it shall forthwith agree upon and select an impartial arbitrator to sit with the Board and render a decision on the case. If no agreement is reached as to the impartial arbitrator with fifteen (15) calendar days, then either party may contact the National Mediation Board requesting a list of seven (7) proposed arbitrators who are members of the National Academy of Arbitrators. Each party will alternately strike a name from the list until one name remains who will be designated as the arbitrator for the case. Upon selection, the Board and the Arbitrator shall mutually agree upon a date for hearing the grievance. A majority decision of such Board shall be final and binding upon the parties. By mutual agreement, the Company and the Union members of the Board may appoint the arbitrator to hear the case alone and render the final and binding decision of the Board.

E. **MEDIATION.** As an alternative to proceeding directly to arbitration, a Board that is unable to agree upon a finding or decision may agree to use non-binding mediation. An agreement to mediate must also include an agreement upon the mediator for the case.

F. **PROCEDURAL RULES.** 1. All grievances shall be in writing, and shall be signed by the Flight Attendant whose grievance is being handled, and all decisions on said grievance shall be in writing.

as evidence presented in connection with its record and hearing in the case.

10. The Board shall keep a complete and accurate record of all matters submitted for its consideration and of all findings and decisions made.

11. Expenses of the Board for meeting places, if any, and those expenses incurred by reason of the participation of the arbitrator shall be borne one-half by the Company and one-half by the Union. The salary or compensation and expenses of the members of the Board, if any, shall be paid by the party selecting such member or members.

12. Each party shall bear its own respective expenses in the presentation of any case to the Board or arbitrator.

ARTICLE 23

NO STRIKES OR LOCKOUTS

A. NO STRIKES. During the term of this Agreement, there shall be no strikes, concerted work stoppages, concerted slow downs, picketing, honoring of picket lines, sympathy strikes, or other concerted interference with the operation of the Company by the Union, its agents or representatives or by Flight Attendants.

B. NO LOCKOUTS. There shall be no lockouts by the Company during the term of this Agreement.

**ARTICLE 24
GENERAL**

A. A file will be maintained for each Flight Attendant by the Director of Inflight or her/his designee. The file will be routinely stored at the Flight Attendant's domicile and will be made available for her/his review by her/his supervisor by appointment. The file will contain a copy of the Flight Attendant's IOE training qualification form(s), line-check evaluations, reports regarding the Flight Attendant's performance and conduct, and such other documents as determined by the Company. A "comment card" or other report from a passenger that is critical of a Flight Attendant's performance shall not be retained in the file unless it is part of a documented coaching or disciplinary action. An unfavorable report, one that is critical of her/his performance or conduct, will not be made a matter of record in a Flight Attendant's file until a copy of it has been provided to her/him and she/he has been provided an opportunity to acknowledge in writing receipt of the document. Such reports, and records of disciplinary action taken, shall not be taken into account in determining whether a Flight Attendant should be disciplined or how severely she/he should be disciplined if the prior report or disciplinary action is more than two years old, unless a longer period was prescribed and agreed to by the Flight Attendant when the document was made a matter of record in her/his file.

B. The Company will prepare the master copy of this Agreement. The Union will be responsible for printing sufficient copies of the Agreement for distribution to the Flight Attendants. The Company will pay one half of the cost of printing upon presentation of the invoice by the Union. The Company will provide a copy of the Agreement from the stock provided by the Union to any Flight Attendant upon request.

C. A Flight Attendant's duties shall include the tidying of aircraft in-flight and in-between segments of through flights. Except at RON stops, a Flight Attendant will leave the cabin and galley areas in a condition acceptable to the Flight Attendant relieving her/him at the end of her/his duty day. At RON stops, a Flight Attendant shall not be required to perform cleaning duties on a routine basis.

D. A Flight Attendant who is summoned for jury duty will not suffer any loss of salary, seniority or position (domicile or extra pay classification) as a result of performing jury duty. A Flight Attendant who is called for jury duty must advise her/his supervisor as soon as possible after being notified of her/his call for duty so that coverage of her/his bidline may be arranged. A Flight Attendant is expected to report her/his availability for work if she/he is released from jury duty during any day that she/he was scheduled to work (including weekends and other days the court is not in session). As an alternative to reporting availability to work on weekends and other days the court is not in session, the Flight Attendant may trade, with the agreement of her/his supervisor, any such scheduled work days for alternative work days that the court is in session.

During any day that the Flight Attendant was originally (or alternatively) scheduled to work and has been excused from jury duty, she/he may be assigned to be on reserve or to a trip so long as she/he is scheduled to be released from any duty no less than ten (10) hours prior to her/his next scheduled reporting time for jury duty. So long as the Flight Attendant pays to the Company all pay received for performing jury duty, and reports her/his availability for work as required, the Company will continue to pay her/his regular salary while the jury duty continues.


ARTICLE 25

DURATION

This Agreement shall become effective on January 25, 1998 and shall continue in full force and effect until January 24, 2003, and shall renew itself without change each succeeding January 24th thereafter, unless notice of intended change is served, in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto, not sooner than three hundred and sixty five (365) days nor later than thirty (30) days prior to January 24, 2003 or any subsequent January 24th.


In witness whereof, the parties hereto have signed this Agreement this ___ day of February, 1998.

WITNESS:

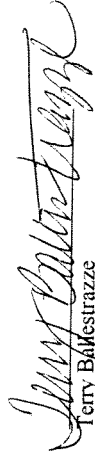

Arthur Thomas
Vice President & General Counsel

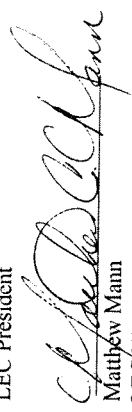

Teri Anthony
Manager, Inflight

For Horizon Air Industries, Inc.



Jeffrey D. Pinnco,
Vice President, Passenger Service

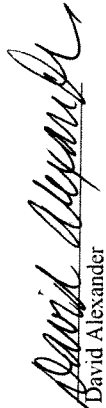
WITNESS:


Terry B. Mestrazze
LEC President


Matthew Mann
LEC Vice-President

For the Flight Attendants in
the service of Horizon Air:


Patricia Friend, International President
Association of Flight Attendants, AFL-CIO


David Alexander
International Bargaining Representative

PARTNERSHIP FLYING PROGRAM

This is an agreement, made and entered into in accordance with the provision of the Railway Labor Act, as amended, by and between Horizon Air Industries, Inc., and the Flight Attendants in the service of Horizon Air, as represented by the Association of Flight Attendants.

Background

As part of the collective bargaining agreement of April 21, 1992 between the Company and the Union, it was agreed that a job sharing program would be made available to Flight Attendants in accordance with mutually agreed upon "Line-Sharing" guidelines. The guidelines are as follows:

Definitions

1. Line-Sharing Flight Attendant means a Flight Attendant defined in our current agreement that has been awarded a Line-Sharing partnership for the defined duration with benefits and compensation as outlined in the following guidelines.
2. Leading Partner means a qualified Flight Attendant who is designated by the Company to review, advise, and evaluate the performance of Flight Attendants. This is a title change from "Check Flight Attendant."

Guidelines

A. Administration of the Line Sharing Program.
The Company shall have the authority to make bid by bid decisions regarding the number of Line-Sharing partnership opportunities that will be made available. When operations are normal, the Company shall make available four (4) lines for Line-Sharing at domiciles with 50 or more Flight Attendants. However, the Company may increase the number of lines available for Line-Sharing in the event of a need to decrease staffing, or may decrease the number of lines available in the event there is an unanticipated shortage of Flight Attendants due to abnormal attrition or other unforeseen causes.

B. Eligibility. Only Flight Attendants who have successfully completed their probationary periods are eligible to participate in Line Sharing. In addition, the Company may disapprove the participation of any Flight Attendant with a history of progressive discipline within the year ending on the first day of planned Line-Sharing. Leading Partners will not be eligible to participate in Line Sharing. A Leading Partner may bid

for a Line-Sharing position, and if awarded their employment status would change from a Leading Partner to a Flight Attendant.

C. Commitment Period. The commitment period for Line-Sharing must start and end on bid period commencement dates and shall include three (3) consecutive bid periods, after which they will be "re-bid".

D. Employment Status/Benefits. Both Flight Attendants in a Line-Sharing partnership shall be classified as Line-Sharing Flight Attendants. While Line-Sharing, benefit eligibility shall be as described for Part-time employees in the Company's Personnel Policy No. 9, as such policy (or successor policy) may change from time to time. Line-Sharing Flight Attendants are not eligible for personal or Company offered leaves of absence. The holiday pay listed in Personnel Policy No. 9 does not apply to the Inflight Department.

E. Compensation. The base salary of a Line-Sharing Flight Attendant shall be one half of the salary she/he would receive if not line-sharing. Line-Sharing Flight Attendants are not eligible for overtime pay. Per diem and premium pay shall be paid to Line Sharing Flight Attendants the same as to other Flight Attendants (except that no premium pay shall be paid to a Line-Sharing Flight Attendant for working any trip that the partnership was scheduled to fly). Other Flight Attendants shall have priority for selection for on-call assignments over Line-Sharing Flight Attendants, regardless of seniority. Line-Sharing Flight Attendants will receive one-half of the cleaning reimbursement paid to other Flight Attendants. Any applicable parking fee deductions will be the same as for other Flight Attendants.

F. Flight Attendant Seniority. While Line-Sharing, the following shall apply:

1. Company and Flight Attendant seniority shall continue to accrue.
2. Line-Sharing opportunities shall be awarded by seniority.
3. For bid-line trip bidding, the senior Flight Attendant's seniority shall be used.
4. In the event of reduction in the number of Line-Sharing partnerships, the order of termination would be determined by the combination of the seniority numbers of the partners (i.e. the most junior partnership would be terminated first).

G. Training. One-half of training days of Line-Sharing Flight Attendants shall be paid by the Company and one-half of the training days will be unpaid. Trips covered for Line-Sharing Flight Attendants attending training will be handled the same as for other Flight Attendants. (For example, presently there is a two day recurrent ground school, a one day Customer Service Skill training and a one day Dornier transition training. Line-Sharing Flight Attendants would attend two days of this training with pay and two days on their own time, without pay.) If there are an

odd number of training days, the Line-Sharing Flight Attendant will be paid half a days pay for the odd day.

H. Line Share Applications/Bidding. When there is a Line-Sharing opportunity available, it will be put out for bid. Line-Sharing opportunities will be awarded by seniority. The Flight Attendants awarded the opportunity to Line-Share will be responsible to form partnerships with the other awarded Flight Attendants. Awarded applicants will be provided with a deadline date to submit a joint application signed by both Flight Attendants. The application shall specify the starting and ending dates of their Line-Sharing commitment. A Flight Attendant who has been awarded an opportunity to Line-Share who cannot form a partnership with another awarded Line-Sharing participant will forfeit the awarded Line-Sharing opportunity. For example, if there are two remaining awarded Line-Sharing Flight Attendants, and one will sign a partnership agreement and the other does will not, the Flight Attendant who will not sign the agreement will forfeit the award. An alternate may then be awarded the Line-Sharing opportunity. An alternate list, those who asked to Line-Share, but were not initially offered an opportunity because of their seniority, will be established based upon seniority, and the opportunity to Line-Share with the Flight Attendant seeking a partner will be offered in order of seniority of those on the alternate list. Following are circumstances under which an alternate could be awarded an opportunity to Line-Share during an already established commitment period:

- a. The termination of employment of one of the Line-Sharing Flight Attendants.
- b. The beginning of a leave of absence (such as sick or maternity leave) by one of the Line-Sharing Flight Attendants. (Line-Sharing Flight Attendants will not be eligible for Company offered or personal leaves of absence.)
- c. A sudden hardship situation affecting one of the Line-Sharing Flight Attendants that has been reviewed by the Manager of Inflight and found to be cause for early termination of the agreement. The alternate would be awarded the interim Line-Sharing opportunity at the beginning of a bid. If the partnership was interrupted during a bid, the trips affected would go into open time.

I. Crew Scheduling. The final awarded schedule will be published on the Senior Flight Attendant's line. All trips of the shared line shall be staffed by one or the other of the Line-Sharing Flight Attendants. The Company will set a deadline date of the Sunday prior to the new bid for the Line-Sharing partners to notify Crew Scheduling in writing which partner will fly what trips. The senior Flight Attendant is responsible for notifying Crew Scheduling in regards to which trip(s) will be flown by the partners and to ensure all trip(s) are covered. If no response is received by the deadline date, Crew Scheduling will divide the line between the two partners. Crew Scheduling will then reflect each partner's line in SBS. Partners will be responsible for covering the first day of the

bid period. For example, if one partner is illegal to fly the trip, the other partner must cover the trip, if legal. Carry-in trips will be adjusted into the new bid the same as for other Flight Attendants.

J. Trip Trading. Line-Sharing Flight Attendants may only trade trips with their partners. Line-sharing Flight Attendants may trip trade with their partners portions of CDO trips that return to their domiciles without receiving approval from the Inflight office. A Line-Sharing Flight Attendant may call in a trip trade when necessary to cover an unexpected inability to fly the trip by the Flight Attendant scheduled, such as a sudden illness. When trip trades between Line-Sharing partners are called in they must be called into the Inflight Duty Officer through Crew Scheduling by both Line-Sharing partners no less than a minimum of three hours before the departure time of the first scheduled flight subject to the trade. A hard copy trip trade form must be submitted to follow-up the trip trade.

K. Flight Attendant Responsibilities. The overall intent and objective of the program is for the Line-Sharing Flight Attendants to share all trips throughout the commitment period. If there should be a circumstance that prevents a Line-Sharing Flight Attendant from flying her/his trip (such as being too sick to fly), she/he shall make every effort to have her/his partner fly the trip. If the partner cannot fly the trip, the trip will be assigned by Crew Scheduling, to another Flight Attendant and the Line-Sharing Flight Attendant who had the trip on her/his line will be charged for the sick leave.

Neither the Company nor the Union will accept responsibility for resolving disputes between line-sharing partners. All such disputes will be settled by and between the partners. If a trip is uncovered for any reason it will cause the awarded Line-Sharing agreement to be reviewed (i.e. a no-show for a trip could be cause for immediate termination of their line sharing agreement).

L. Vacation Usage/Bidding. Vacation will be bid, awarded and scheduled for Line-Sharing Flight Attendants the same as for other Flight Attendants. If both Line-Sharing Flight Attendants have vacation awarded for the same week it will be treated like one vacation week and scheduled and adjusted the same as for Flight Attendants, with 20 hours of vacation deducted for both Line-Sharing Flight Attendants. If only one Line-Sharing Flight Attendants in a partnership takes vacation during any week, 40 hours of vacation will be deducted.

M. Early Termination of Line-Sharing Partnerships.

1. At the Need of the Company. The Company has the authority to discontinue or curtail Line-Sharing in case of increased staffing needs. Except in unusual circumstances, the Company will discontinue Line-Sharing partnerships at the end of a bid period. If both partners Line-Sharing agreement is terminated during a commitment period, the Senior

Flight Attendant will be assigned the bid line and the junior partner will be assigned a line that may include reserve duty.

2. For Cause. Following are circumstances that **could** void the Line-Sharing partnership for both partners:

a. The failure of the Line-Sharing Flight Attendants to cover an assignment of their bidline (such as an UTC). Very special circumstances would be reviewed as an exception (such as an automobile accident on the way to work).

b. Three or more incidents of sick leave (on the shared line) during the commitment period will subject the Line-Sharing Flight Attendants partnership for review and possibly immediate termination. Unusual situations such as short term emergency care or hospitalization would be taken into consideration.

c. An unequal distribution of work assignments between partners. (The overall intent of Line-Sharing is for the partners to share the line. It is not expected, or required, that there be an exact equality of work assignments. Sick calls and vacation can cause an unequal distribution that is acceptable. If it is determined that one partner flies the majority of the trips on an ongoing basis, the Manager of Inflight can void the partnership for both partners).

Duration

This Agreement shall be effective on June 15, 1994 and shall continue in full force and effect until June 14, 1996 and shall renew itself without change each succeeding April 21 thereafter, unless notice of intended change is served, in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto, not sooner than ninety (90) days nor later than thirty (30) days prior to June 15, 1996 or any subsequent June 15.

In witness whereof, the parties hereto have signed this Agreement this 25th day of August, 1994.

Witness:

/s/ Arthur E Thomas
Jeffrey D. Pinneo,
/s/ Wendy H. Jackson

For Horizon Air Industries, Inc.

/s/ Jeffrey D. Pinneo
Vice President, Passenger Services

Witness:

/s/ Jodey Amsbary
/s/ Shelby Hildahl

For the Flight Attendants
in the service of Horizon Air:

/s/ Dee Maki
Dee Maki, National President
Association of Flight Attendants, AFL-CIO

/s/ Suzanne Burkhardt

Side Letter #2

February 18, 1998

Mr. Terry Ballestrazze
Horizon Air LEC President
Association of Flight Attendants
1275 K Street, N.W., Suite 500
Washington, D.C. 20005-4006

Dear Mr. Ballestrazze:

An issue has developed that was not addressed during the negotiation of the agreement between Horizon Air (the Company) and the Association of Flight Attendants (AFA) effective January 25, 1998. The issue is regarding the salary and incentive pay rates for the group of Flight Attendants who had more than five years of Flight Attendant Seniority on June 15, 1994. Under prior agreements these flight attendants have been treated for pay purposes as if they had one more year of seniority than their seniority dates.

We hereby offer to continue this practice for the term of the January 25, 1998 agreement.

So long as her/his seniority is unbroken, the salary and incentive pay rate of any Flight Attendant who had more than five years of Flight Attendant Seniority on June 15, 1994 shall be advanced one year on the scales as shown in the tables of Article 6, Sections A and C.

Please indicate your agreement with the foregoing by executing the copy of this letter in the space indicated below and returning it to me.

Sincerely,

AGREED:

ASSOCIATION OF FLIGHT ATTENDANTS

Teri Anthony By _____
Manager, Inflight Services Date: _____

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