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**AGREEMENT**

**between**

**HORIZON AIR INDUSTRIES, INC.**

**and the**

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

**Covering  
Flight Attendants**

**Effective: November 21, 2003**

**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

150% PAY means the pay rate for certain work on a Day Off described in Article 3.E.

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.

ADMIN DAY means a calendar day during which a Flight Attendant performs any project or administrative duties, other than performing training or checking duties, at the request of the Company.

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).

SCHEDULED BIDLINE means a Bidline that contains no Reserve assignments.

RESERVE BIDLINE means a Bidline that contains no Trip assignments.

MIXED BIDLINE means a Bidline that contains Trip assignments and Reserve assignments.

COVERAGE BIDLINE means a Bidline that contains no assignments when bid and may contain Trip assignments and/or 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.



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.

H. 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.

DEADHEAD means that portion of a Trip pairing during which a Flight Attendant, on Duty, is not scheduled as a working crewmember.

DEVELOPMENT REVIEW (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

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

DAY OFF means a calendar day(s) originally designated on a final bid award, as a day with no Duty scheduled, at a Flight Attendant's Domicile.

DRAFT means the involuntary assignment of a Flight Attendant to Duty on a Day Off as described in Article 6.H.

DUTY TIME (DUTY PERIOD) means the period of time measured in hours and minutes starting when a Flight Attendant is scheduled to report for Duty, or actually reports for Duty, whichever is later, and ending when she /he is released from Duty.

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.*



INFLIGHT TRAINER (formerly Check Flight Attendant) means a qualified Flight Attendant who is designated by the Company to review, advise and evaluate the performance of Flight Attendants.

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.

LOSS OF PAY means a reduction in minimum pay guarantee for the bid period, or loss of the credit value of Trips missed. (Where this Agreement indicates a Flight Attendant will be excused without, or with no, Loss of Pay, the Flight Attendant will not have her/his guarantee reduced for the period the Flight Attendant is unavailable, and she/he will be given credit for the value of Trips missed.)

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.

R.A.D. means Reserve Availability Day.

RESERVE means a Duty assignment as described in Article 6, Section E.

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.

**AA.** 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.

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

CC. TRIP HOUR means an hour of Trip Time.

DD. TRIP TIME (TIME AWAY FROM BASE) means the total time of an assigned Trip, measured in hours and minutes, beginning when a Flight Attendant is scheduled to report for Duty, or actually reports for Duty, whichever is later, for the Trip, and ending when she/he is released from Duty at the conclusion of the Trip.

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

ARTICLE 3

COMPENSATION

A. Pay Scales

Effective on the dates shown in the table below, Flight Attendants will be paid an hourly rate for the applicable guarantee and/or credit hours set forth in the Minimum Guarantee Pay and Credit Hour System provisions of this section.

|   | 11/30/03 | 12/19/04 | 1/8/06  | 1/28/07 | 12/09/07 |
|---|----------|----------|---------|---------|----------|
| 1 <sup>st</sup> six bid per. after bid per. w/ IOE. | \$18.00  | \$18.50  | \$19.00 | \$19.50 | \$20.00  |
| Remainder of 1st yr.                                | \$18.25  | \$18.75  | \$19.25 | \$19.75 | \$20.25  |
| 2nd yr.   | \$20.25  | \$20.75  | \$21.25 | \$21.75 | \$22.25  |
| 3rd yr.   | \$21.75  | \$22.25  | \$22.75 | \$23.25 | \$23.75  |
| 4th yr.   | \$22.75  | \$23.25  | \$23.75 | \$24.25 | \$24.75  |
| 5th yr.   | \$24.00  | \$24.50  | \$25.00 | \$25.50 | \$26.00  |
| 6th yr.   | \$25.00  | \$25.50  | \$26.00 | \$26.50 | \$27.00  |
| 7th yr.   | \$25.75  | \$26.25  | \$26.75 | \$27.25 | \$27.75  |
| 8th yr.   | \$26.50  | \$27.00  | \$27.50 | \$28.00 | \$28.50  |
| 9th yr.   | \$27.25  | \$27.75  | \$28.25 | \$28.75 | \$29.25  |
| 10th yr.  | \$28.00  | \$28.50  | \$29.00 | \$29.75 | \$30.50  |
| 11th yr.  | \$28.75  | \$29.25  | \$29.75 | \$30.50 | \$31.25  |
| 12th yr.  | \$29.25  | \$29.75  | \$30.25 | \$31.00 | \$31.75  |
| 13th yr.  | \$29.75  | \$30.25  | \$30.75 | \$31.50 | \$32.25  |
| 14th yr.  | \$30.50  | \$31.00  | \$31.50 | \$32.25 | \$33.00  |
| 15th yr.  | \$31.25  | \$31.75  | \$32.25 | \$33.00 | \$33.75  |

B. Minimum Guarantee Pay

A Flight Attendant who is available for an entire bid period will be guaranteed the following minimum pay:

*Scheduled, Coverage, and Mixed lines, Inflight Instructors and Trainers will have an 80.8 credit hour pay guarantee per five-week bid period.*

*Reserve lines will have an 82.8 credit hour pay guarantee per five-week bid period.*

*Part Time lines will have a 40.4 credit hour pay guarantee per five- week bid period.*

*The guarantee will be reduced for absences that are not protected from Loss of Pay.*

*If the Flight Attendant is eligible to bid (See the Scheduling Article, Bidding and Awarding of Schedules, and also the Leaves of Absence Article), the reduction will be the credit value of the Trips missed in the bid period, or 3.67 credit hours per RAD for a Coverage line holder and 3.6 credit hours per RAD for a Reserve line holder.*

*When a Flight Attendant is available for flight Duty for less than a complete bid period and not eligible to bid because of an unpaid absence, such as leave of absence, the guarantee will be prorated. A Flight Attendant will not have her/his guarantee prorated as a result of paid training, paid vacation, paid sick leave or other paid time off.*

**C. Credit Hour System**

*Flight Attendants will be paid for credit hours over their guarantee on a five-week bid period basis.*

**2. Credit hours shall consist of:**

*Block, Duty and Trip Time. When a Flight Attendant performs flight Duty, including deadhead to or from flight duty, for the Company, development reviews, repositioning flights and ferry flights, she/he shall be credited with the greater of the following on a Trip-by-Trip basis:*

*The Hours Flown (as defined in C.2.b.(1) below), of every Trip and/or deadhead segment(s) a Flight Attendant flies.*

*(2) 50% of the Duty Time.*

*(3) 25% of the Trip Time (Time Away from Base).*



4:00 hours for any Trip that begins and ends in one Duty period.

For purposes of computing Block, Duty and Trip Times, the following definitions apply:

Hours Flown means, for a city pair for which the Company has an established scheduled Block Hour segment time, the scheduled time determined in accordance with (a) and (b) below for that segment.

Scheduled times are determined by using the average of historic enroute (Block-to-Block) times between city pairs by type of equipment. All segment time averages will be rounded to the nearest minute.

Scheduled average times shall be reviewed by a Joint Company/Pilot Committee every four months (using the prior twelve (12) months) to determine if any adjustments are to be made. Adjustments will be made when the average varies from the established segment time by more than ten percent (10%) or five (5) minutes.

(ii) When a new route is established, for which no scheduled averaged time has been computed, published marketing schedule times will be utilized initially. After ninety (90) days of operation or one hundred fifty (150) segments, by equipment type, whichever is greater, the simple average of all Block times during such initial period of operation will become the established scheduled average time. Thereafter, the provisions of paragraph A above shall apply.

Minutes added to scheduled Block times to compensate for busing operations at airports where passengers board the aircraft at a location that is remote from the passenger terminal will not be considered part of scheduled Block times.

Flights on routes where no established segment time exists (e.g. unscheduled flights, including scheduled flights flown with substitute aircraft for which no established segment times exist, charters and ferry flights) mechanical acceptance flights, and diversions will be credited on the basis of actual Block-

*to-Block time.*

*Diversion means a take off and return to field, or a landing at an airport other than the one scheduled at the time of departure.*

*Duty Time means the period of time measured in hours and minutes starting when a Flight Attendant is scheduled to report for Duty or actually reports for Duty, whichever is later, and ending when she/he is released from Duty.*

*Trip Time means the total time of an assigned Trip, measured in hours and minutes, beginning when a Flight Attendant is scheduled to report for Duty, or actually reports for Duty, whichever is later, for the Trip and ending when she/he is released from Duty at the conclusion of the Trip.*

#### *Credit values*

*Deadhead Time. Deadhead time as described in "Block, Duty and Trip Time" above shall be counted as Hours Flown in determining a Flight Attendant's credit hours for the Trip.*

*Airport Reserve Standby Credit. The time that a Flight Attendant is on Airport Standby scheduled by the Company shall count as Trip Time and Duty Time.*

*Reserve Day Credit for Coverage and Reserve Line Holder. A Mixed or Coverage Line Holder shall receive the greater of 3.67 credit hours or the credit hours applicable to Duty performed for each Reserve day. A Reserve Line holder shall receive a minimum of 2.0 hours credit for each day of Airport Reserve scheduled pursuant to the Reserve Section.*

*Example: A Flight Attendant with a Coverage Line has a Block of five consecutive Reserve days scheduled. She/he is not assigned a Trip on the first day, and then flies a four-day Trip with a credit value of 18.00 credit hours. She/he will be credited with 3.67 credit hours for the first day and 18.00*



credit hours for the second through the fifth day (the Trip value is greater than the Reserve day credit of  $4 \times 3.67$ ) for a total of 21.67 credit hours for the five-day Block of Reserve days.

*Admin Day Credit.* A Flight Attendant shall receive the greater of the credit value of Trips missed or 4.25 credit hours for each Admin Day that is substituted for other Duty in her/his Bidline. If a Flight Attendant's Bidline is constructed with Admin days, the credit value shall be 4.25 credit hours per Admin Day. A Flight Attendant who is currently qualified for flight Duty shall not be involuntarily assigned to perform Admin Day Duty.

When a Flight Attendant is assigned to work away from her/his Domicile in situations for which pay is not covered by any specific provision of this Agreement, such as training at a non-Horizon facility, she/he shall receive 4.25 credit hours for each day of the assignment, including travel days. For any day of such assignment away from Domicile on which she/he has assigned Duty in an aircraft (e.g. an airshow) she/he will receive the greater of 4.25 credit hours or the number of credit hours equal to her/his actual Block Hours flown.

*Canceled Reserve Trip Credit.* 2.0 credit hours. See Reserves Section, Canceled Reserve Trip Assignment.

*RAD Credit for Scheduled Line holder (when rescheduled to stand Reserve and no further Trip assignment)* 3.85 credit hours. See Scheduling Article, Rescheduling.

*Vacation - See Article 10*

|                        |   |
|------------------------|---|
| Scheduled line holder: | Trip value                              |
| Coverage line holder:  | 3.67 per RAD<br>(16.16 cr. hrs. weekly) |
| Reserve line holder:   | 3.60 per RAD                            |

*Sick Leave - See Article 8*

*Scheduled line holder: Trip value*

Coverage line holder: Trip value or 3.67 per RAD

Reserve line holder: 3.60 per RAD

Training - See Article 7

4.0 Hours per day

2.0 Hours per partial day.

Home Study Pay. Flight Attendants assigned to home study to comply with FAA ground school requirements will receive one credit hour for each two hours of FAA-approved training credit earned by timely completion of the required work, with a minimum of one hour credit.

#### **D. Instructors and Trainers Compensation**

*Credit Hours:*

- a. Hours Flown, as defined in the Compensation Section, for Inflight Instructors and Trainers, shall include the scheduled aircraft time for all IOE, LP assignments (see Side Letter # 5), and proving runs performed on aircraft operating within the area of Horizon's scheduled flight operations.
- b. Deadhead time for all IOE, LP assignments and proving runs performed by Instructors and Trainers on aircraft operating within the area of Horizon's scheduled flight operations shall be calculated and credited the same as for flight Duty when calculating Hours Flown.
- c. Instructors and Trainers performing training or checking, or preparing for such training or checking in a Horizon classroom or any other Horizon facility shall receive four and one quarter (4.25) credit hours for each training or preparation day.

*Additions to pay scale pay rates for performing assigned duties:*

- a. Instructors and Trainers shall receive the following additional compensation:

|  | Annual<br>Override | Add-on for actual IOE/ Development<br>Review * |
|--|--------------------|--|
| a.   | \$1000.00          | \$6.00 per Block Hour*, or \$25.50             |
| b.   | \$1250.00          | \$6.00 per Block Hour*, or \$25.50             |
| *Hourly add-on for the actual IOE or Development Review<br>Block Hour(s) performed |                    |  |

3. Pay Schedule for Additional Trainer and Instructor Compensation:

The "annual override" will be paid in 26 bi-weekly installments at the same time as the Flight Attendant's guarantee pay.

The "Add-On" pay will be paid with the Flight Attendant's Additional Credit Hour pay.

4. The above "annual override" and "add-on" amounts are minimum amounts and the Company may pay more than the above amounts if necessary to attract and retain qualified individuals, provided all Flight Attendants similarly situated are treated equally.
5. When Instructor or Trainer Duty days are substituted for Trips or Reserve days on a Bidline, the number of Days Off shall be the same as in the originally scheduled line. Specially built lines for Trainers and Instructors will be scheduled for minimum fifteen (15) Days Off in a bid.
6. The Flight Attendant's Trainer or Instructor override will cease at midnight on the day prior to the day in which she/he returns to line flying.

**E. Pay For Working On a Day Off**

*Drafting, Open Trip or Duty Continuing Into a Day Off*

1. A Flight Attendant will be paid above guarantee for 100% of the credit hours earned for Open Time Trips worked on a Day Off except where 2. below applies:
2. A Flight Attendant will be paid above guarantee for 150% of the credit hours earned on a Day Off in the following cases:
  - a. A Reserve assigned a Trip that continues into a scheduled Day Off.
  - b. A Flight Attendant who is rescheduled into a Day Off.
  - c. A Flight Attendant who is Drafted.

d. A Flight Attendant who picks up an Open time Trip if posted as a "150% Trip", or when performing an "On-call Assignment" per Article 6, Section H.

3. Carryover work from a prior day that was originally scheduled to end prior to 2400 hour local, will not be considered work on a Day Off provided the Flight Attendant's actual release time is at or before 0200 local time.
4. Additional pay credit hours will be determined as provided in Credit Hour Pay above. In the case of a Trip that is scheduled or rescheduled into a Day Off, the Day Off portion of the Trip shall be regarded as a separate Trip with the number of credit hours calculated on the basis of the credit hour driver for the entire Trip (Block, Duty, or Trip) or two (2) credit hours, whichever is greater.

**F. Holiday Incentive Pay Program**

A Flight Attendant shall be paid four (4) credit hours, in addition to all other compensation, for each of the following holidays if she/he works a Trip or is available for Reserve assignment on that day.

1. Christmas Day
2. New Years Day

**G. Drug and Alcohol Testing**

A Flight Attendant will be considered to be on Duty for pay purposes during the time she/he is required to undergo random drug and/or alcohol testing. There will be no credit associated with the test or the payment. If the testing occurs after scheduled release from Duty at the end of a Duty Period, the Flight Attendant will notify crew scheduling of her/his release time immediately following such test.

**H. Per Diem**

1. *Effective for the same periods as the Per Diem rates for the Company's pilots are effective, a Flight Attendant will be paid Per Diem at the same rate per Trip Hour for assignments away from Domicile. The Flight Attendant per diem rates and their effective dates, pursuant to the Company's pilot agreement in effect as of the effective date of this Agreement, are as follows:*

| <i>Effective Date</i>     | <i>Rate</i>   |
|---------------------------|---------------|
| <i>November 30, 2003</i>  | <i>\$1.65</i> |
| <i>October 10, 2004</i>   | <i>\$1.70</i> |
| <i>September 25, 2005</i> | <i>\$1.75</i> |

2. *Notwithstanding the above, Per Diem rates for Flight Attendants will not be less than those in effect on October 17, 2003.*

#### ***1. Pay Schedule***

1. *A Flight Attendant, at her/his option, will be paid by direct deposit into an account for that Flight Attendant with a financial institution of the Flight Attendant's choice. No Flight Attendant shall, as a condition of direct deposit, be required to authorize the Company to make any additional financial transactions with the Flight Attendant's bank or financial institution.*
2. *Flight Attendants will be paid on two pay cycles, one for bi-weekly advances against the Minimum Guarantee and another for adjustments in Minimum Guarantee Pay, additional Credit Hour System Pay (e.g. Holiday Pay, Home study, Drug and Alcohol Testing), pay for Working on a Day Off and Per Diem.*
  - a. *Except for Part time line holders, the Company will make direct deposit or issue paychecks biweekly for 32.32 hours of guarantee pay unless there is a proration as described in Minimum Guarantee Pay above, or a reduction as described below. Payment for a two week period will occur on the Friday following completion of the two week period that ended the preceding Saturday at midnight. A Part time lineholder's guarantee pay will be calculated on the basis of 8.08 hours per week.*

- (1) If the Flight Attendant's Projected Credit Hours for the bid period to which that biweekly check relates are less than the contractual Minimum Guarantee, as specified in paragraph B.2 & 3 above, as of the last day of the bi-weekly pay period, the bi-weekly check will be reduced by the amount that the Projected Credit Hours are below such guarantee.
  - (2) If the projected credit for that bid period is restored above the contractual Minimum Guarantee, as specified in paragraph B.2 & 3 above, prior to the end of a subsequent bi-weekly pay period, the bi-weekly check for that subsequent pay period will restore the pay for the hours that were previously deducted.
  - (3) Projected Credit Hours means Credit Hours already earned (from work assignments, Vacation, and Sick Leave) plus scheduled Credit Hours for the remainder of the bid period (work assignments, Vacation and Sick Leave).
- b. The Company will make direct deposit or issue paychecks for the remainder of a Flight Attendants Minimum Guarantee Pay, Additional Credit Hour System Pay, Pay for Working on a Day Off and Per Diem, less any reductions in Minimum Guarantee pay, no later than the fourth Friday following the end of the bid period.

The payment stub, which shall be issued for both direct deposit payments and paycheck payments, shall detail the Flight Attendant's pay, deductions, Sick Leave, and Vacation time.

4. Should a payday fall on a holiday, pay checks and direct deposits shall be issued on the immediately preceding business day.
5. Any Company pay errors in excess of one hundred dollars (\$100) will be rectified within three (3) working days from notification.

## J. General

1. Carry-over Trip Credit Hours. Credit hours for each day of a Trip that –carries over from one bid to the following bid will

*be determined by the number of credit hours on that day calculated on the basis of the credit hour driver for the Trip (Block, Duty or trip).*

- 2. New Hire Flight Attendants shall be paid a salary only, based on 16\_-credit hours per week until the beginning of the bid period following successful completion of IOE.*
- 3. When a Flight Attendant is entitled to longevity increase, her/his Minimum Guarantee Pay for the two weeks that includes the increase date will be increased for the percentage of the two week period that begins on the increase date and ends on the last day of the pay period. All pay for that bid period paid after that two week pay period (Minimum Guarantee Pay, Additional Credit Hour Pay, and Pay for Working of a Day Off) shall be paid at the increased rate.*



## ARTICLE 4

### DUTY-TIME EXPENSES

#### A. Lodging

1. A Flight Attendant will be provided a single-occupancy room with private bath, paid for by the Company, when 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. If a daytime layover is scheduled to exceed five hours, the Company will provide a day room (double occupancy for crew members of the same sex).
3. 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 to and from 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, or at her/his option, an alternative airport at which the Company has a 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. Parking arrangements in effect as of August 1, 2003 for Flight Attendants involuntarily transferred upon closure of the Spokane and Boise Domiciles shall continue, subject to the conditions in those arrangements.

#### **D. In-Flight Meals**

1. Working Flight Attendants may consume a food or beverage item from the stock placed on board for passengers if there is more than enough for the contemplated service, provided that it does not interfere with her/his cabin service and the consumption is out of the sight of passengers. Flight Attendants may take one snack and/or beverage item off the aircraft for consumption during an overnight stay if it will be impractical to eat at a restaurant after arrival. Neither beer nor wine from the aircraft may be taken off the aircraft or consumed at any time, and no food or drink items placed on board for passengers may be in the personal possession of a Flight Attendant when she departs the aircraft at the completion of her/his Trip at Domicile.
2. The Company will provide crew meals and food vending machines at the airports where the Company maintains facilities for the catering of its aircraft. The Scheduling Committee will provide input to the Company with respect to the quality of crew meals and the selection of items for the vending machines. Where a schedule or reschedule would result in a crew missing a meal, such as:
  - a. A late release from an outstation after restaurants are closed;
  - b. An early departure from an outstation before restaurants are open;
  - c. A delay in routing which deprives the crew of time to pick up an available crew meal; or
  - d. Inadequate ground time in Seattle due to parking position of the aircraft; then

*The Company will provide the crew meal in a timely manner if the flight crew calls ahead to Hub Operations and requests it. If ground time is not adequate for the crew to pick up the crew meal, it will be delivered to the aircraft.*

## ARTICLE 5

### HOURS OF SERVICE

#### A. Scheduling Limitations

The following provisions shall apply in the preparation of the Flight Attendant Bidlines:

##### 1. Rest Periods.

- a. The minimum rest period at a Flight Attendant's Domicile shall be 10 hours free of Duty, except for Continuous Duty Overnight Trips. (CDO's)
- b. The minimum rest period to break a Duty Period away from a Flight Attendant's Domicile shall be 8 hours free of Duty.

##### 2. Duty Time Limitations

- a. No more than 13.5 hours of Duty shall be scheduled normally in a Duty Period, except for Continuous Duty Overnights and charter Trips, which will not exceed 16 hours of Duty. Except for Continuous Duty Overnights and charter Trips, the maximum number of hours that may be scheduled in a Duty Period is 14.
- b. The maximum number of flight legs in a Duty Period will be 8 of which no more than 8 will be worked as a crew member.
- c. The Company recognizes that Flight Attendants may need personal time off of the aircraft during a Duty Period. If a Flight Attendant believes she/he will need personal time off of the aircraft and the forecast ground time in a Flight Attendant Domicile will not be sufficient for such needs, the Flight Attendant may request to be relieved by an Airport

*Reserve as outlined in Article 6., Crew Scheduling, Section E., Rules for Reserves.*

3. *Flight Time Limitations*

- a. *Daily Maximum. No more than 8 Block Hours shall be scheduled during any Duty Period.*
- b. *Weekly Maximum. No more than 30 Block Hours shall be scheduled in a 7-day period.*
- c. *Bid Period Maximum. Scheduled and Mixed Bidline Block Hours in a 35 day bid period shall not exceed one hundred five (105) Block Hours.*
  - (1) *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.*
  - (2) *A coverage line, when assigned, shall not exceed one hundred five (105) Block Hours.*
  - (3) *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 3.67 Block Hours.*
- d. *Part time Bidlines. Part time Bidline Block Hours in a 35 day bid period shall not exceed 52.5 Block Hours.*

4. *Days Off*

- a. *Scheduled Bidlines shall contain a minimum of 14 calendar Days Off in a 35 day bid period.*
- b. *Coverage and Mixed Bidlines shall contain a minimum of 13 calendar Days Off in a 35 day bid period.*
- c. *Reserve Bidlines shall contain a minimum of 12 calendar Days Off, including at least one block of 4 consecutive Days Off.*

- d. *Part Time Bidlines shall contain a minimum of 24 calendar Days Off in a 35 day bid period.*
- e. *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.*
- f. *If a Flight Attendant is unavailable for flight duty for a portion of a bid period and is not awarded a Bidline, her/his minimum scheduled Days Off for the period she/he is available for work shall be pro-rated.*
- g. *Within any 7 day period there shall be scheduled at least one period of 24 consecutive hours off at Domicile, 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 at Domicile shall be a calendar Day Off.*

5. *Miscellaneous*

*Awarded Bidlines shall only vary from the foregoing provisions as may result from those changes resulting from 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.*

**B. *Rescheduling Limitations***

*The following provisions shall apply to the change of a Flight Attendant's Bidline after the Bidline is awarded, but before the Flight Attendant reports for Duty for any Duty Period within any Trip:*

- 1. *A Flight Attendant will not be rescheduled for a Duty Period in excess of fourteen (14) hours except that a Duty Period may be rescheduled for a Duty Period in excess of fourteen hours only to accommodate a deadhead to a place of rest.*

2. *A Flight Attendant will not be rescheduled without mutual consent to perform any duty for more than six (6) consecutive days without a Day Off. However, for operational reasons, duty may be rescheduled to end at Domicile no later than 0200 of a day without the duty being considered duty on that calendar day.*

**C. Actual 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.*

**D. Report Time**

*A Flight Attendant's Duty Period shall commence at the later of the Flight Attendant's scheduled report time or her/his actual report time.*

1. *The Scheduled Report Time shall be no less than one hour before the first scheduled departure of a Duty Period at the Flight Attendant's Domicile, and no less than 30 minutes before the first scheduled departure after a rest period away from Domicile in the USA and no less than 45 minutes before the first scheduled departure after a rest period away from Domicile outside the USA.*
2. *With notice to the Union, the Company may change the Scheduled Report Time for selected Duty Periods based on its experience with conditions such as arranging a hangar pickup, winter operations, or particular airport conditions. At the request of the Union, the parties will meet to evaluate, on a case by case basis, circumstances that might require longer or shorter scheduled Report Times or –Release Times as set forth in E. below.*

**E. Release Time**

*A Flight Attendant's Duty Period shall be scheduled to end fifteen minutes after the arrival of her/his last flight of the Duty Period except as follows:*



1. *The Duty Period for a Deadheading Flight Attendant shall be scheduled to end five (5) minutes after arrival.*
2. *The Duty Period shall be scheduled to end thirty (30) minutes after the arrival of her/his last flight of the Duty period if clearing of customs and immigration is required.*

**F. Notifications Regarding Assignments (except Reserves and Reserve assignments)**

1. The Company will attempt to notify a Flight Attendant by telephone if her/his scheduled departure time will be delayed more than one hour or canceled, unless the Company intends to reschedule her/him within that period. A Flight Attendant will be notified as much in advance as is practicable after the Company has made a definite decision.
2. The Company will normally not contact an off-duty Flight Attendant between 2200 and 0600 local Domicile time. The following exceptions apply:
  - a. If there is a change in the Flight Attendant's schedule, the Flight Attendant will be called so as to provide adequate time for the Flight Attendant to adjust for the change, taking into account the time needed by the Flight Attendant to get to the airport, to the extent the Company knows such information and also so as to minimize the disruption of the Flight Attendant's rest.
  - b. A Flight Attendant may be contacted when operational requirements dictate.
3. A Flight Attendant who is unable to report for Duty will notify Crew Scheduling as far in advance as practicable.
4. A Flight Attendant will not be required to keep the Company notified of her/his whereabouts on her/his Days Off or when on vacation, nor will the Company contact a Flight Attendant on vacation for the purposes of requiring her/him to perform Duty during her/his vacation.

## ARTICLE 6

### CREW SCHEDULING

#### A. General Principles

1. *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.*
2. *Continuous Duty Overnight Trips will be confined in separate Bidlines as much as possible.*
3. *There shall be no Mixed Bidlines at any Domicile or Co-Domicile so long as there are more than twenty-five (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 MEC President or her/his designee will be consulted for suggestions –and agreement on limitation waivers that will minimize flight schedule disruptions and the impact on Flight Attendants caused by the shortage.*
7. *A flight scheduled to terminate before 00:00 (midnight) of the first day will be considered to have terminated on the first*

*(1st) day if it terminates no later than 0200 hours local time on the second (2nd) day.*

8. *All times referred to in this Article are local times at the Domicile.*

**B. Union Scheduling Committee**

1. *The Union will establish a Scheduling Committee consisting of at least one representative from each Domicile that will meet with the Company for the purpose of developing cooperative and efficient flight operations, including input and suggestions with respect to Trip Pairings and line construction.*

2. *The Union Scheduling Committee shall meet with the Company each bid period when there is not an active Scheduling Committee Chairperson. When there is an active Scheduling Committee Chairperson the parties shall meet each quarter, or more frequently by mutual agreement, to discuss scheduling issues. The Union shall be responsible for recording and distributing the minutes of the meetings. The Company and Union must agree with and sign the minutes, which shall then be distributed to—Crew Scheduling and the Flight Attendants*

3. *Scheduling Committee Chairperson*

a. *A Flight Attendant who has demonstrated an understanding of the scheduling process and a commitment to the committee through regular attendance at committee meetings may be selected to be Chairperson of the committee.*

b. *The primary role of the Chairperson shall be to promote the interests of the Flight Attendants in their Trip Pairings and Bidline schedules as indicated by the Union's Scheduling Committee. In addition, the Chairperson shall communicate to the Flight Attendants through the Union's Scheduling Committee, the limitations on these interests, including the Company's interest in maximizing Flight Attendant productivity. The Chairperson shall communicate regularly with the Scheduling Committee.*

c. *Since the contemplated role of the Chairperson involves close and cooperative interaction with the Company's Crew*

*Planning department, selection of a Chairperson shall require the mutual agreement of the Company and the Union's MEC President.*

- d. *The Company, the Union's MEC President, and the selected Scheduling Committee Chairperson will mutually agree to the Chairperson's term of service. It is understood that the Chairperson must have a long-term commitment to the position in order to be effective in her/his role.*
  - e. *The Company shall educate the Chairperson on pairing and line construction, including in-house training on the use of the Company's scheduling software as requested by the Scheduling Committee Chairperson.*
  - f. *The Scheduling Committee Chairperson will be afforded the opportunity to provide input during the pairing construction process. After completion of the "daily solution" (the first step of pairing construction during which all flights are presumed to operate 7 days a week) the Chairperson shall be provided no less than two days to review and provide recommendations. Recognizing that some Trip Pairing(s), which are otherwise legal, may present problems such as excessive fatigue or service difficulties, the recommendations of the Union Scheduling Committee Chairperson will be given reasonable consideration in the final construction of pairings.*
  - g. *The Scheduling Committee Chairperson will be afforded the opportunity to assist the Company in constructing the Flight Attendant lines, or upon request, may construct all of the Bidlines for one or more bidding groups bidding groups in accordance with the parameters and timetable set forth by the Company. If the Chairperson has built the lines available for bid in accordance with the Company's parameters, the Company may change the lines only because of marketing schedule changes subsequent to the originally planned schedule, or on account of other unforeseen circumstances. The Company shall explain to the Union why the lines were changed prior to publication.*
  - h. *Upon request of the Union, and subject to flying requirements, the Scheduling Committee Chairperson will be removed as needed from her/his schedule for training and to work on the lines. When known in advance, requested Days Off during a bid period should be specified before the bids close for that bid period.*
4. *The Scheduling Committee Chairperson will be granted access to the records and documents that the Company maintains to research and address scheduling problems and issues pertinent to the Scheduling Committee's activities.*

**C. Contents of the Bid Package**

1. Bid packages will contain:

- a. Scheduled lines, constructed from all known Trips except Trips withheld for assigned lines, IOE, training, and as otherwise permitted by this Agreement and other Trips that cannot be constructed into Scheduled lines pursuant to the requirements of this Agreement.
- b. An anticipated number of Mixed Lines, if applicable (See Section A.3., above)

An anticipated number of Coverage lines, which will be left blank.

- d. An anticipated number of Reserve lines with Days Off and available days.
- e. All awarded vacation time.
- f. RON information, including hotels, ground transportation, etc.
- g. A list of Flight Attendants who are due for recurrent training and dates for recurrent ground schools, if known.
- h. The Trip key, including flight times, duty times, report times, release times, and credit values, as applicable.

2. The Company will create Scheduled lines in accordance with C.1.a above and the following:

- a. A planned sequence of Trips with intervening Days Off, arranged in a schedule for the bid period. Report times in a Bidline, to the extent possible, subject to other contractual provisions (including Scheduling Committee recommendations), will be grouped as either early, midday, or late.
- b. No Reserve Duty.

- c. *Days Off at Domicile.*
- d. *A minimum of 80.8 credit hours.*
- e. *A maximum of 105 Block Hours.*
- f. *Only Trips that commence and end at the Flight Attendant's Domicile.*
- g. *A Scheduled Bidline containing single Days Off, other than single Days Off on the first day or the last day of the bid period, also will have a block of three or more consecutive Days Off for every such single Day Off.*

3. *Mixed lines*

- a. *Mixed lines shall contain Trips, Reserve days, and scheduled Days Off at Domicile.*
- b. *A minimum of 80.8 credit hours.*
- c. *A maximum of 105 Block Hours.*

4. *Coverage lines*

- a. *Coverage lines shall be blank when published in the bid package and subsequently constructed from Trips that become available as a result of vacation awards, training, development reviews, leaves of absence and Trips that are not in Scheduled lines. Coverage lines will also contain Days Off and may contain Reserve days.*
- b. *Coverage lines must contain some Trips and Reserve days or all Trips in addition to Days Off except as specified in paragraph C.4.f. below.*



- c. *The Company will construct Coverage lines with as many Trips as possible not to exceed a maximum of 105 Block Hours.*
- d. *Coverage lines may contain charters.*
- e. *Reserve days may be built into the Coverage lines.*
- f. *If the number of Coverage lines is less than anticipated, additional Reserve lines will be constructed but will still be considered Coverage lines for bid award purposes.*
- g. *The numerically lowest Coverage line(s) will be those with the fewest (or no) Reserve days.*
- h. *Reserve lines (straight Reserve lines) lines will be published in the bid package and constructed to show Reserve days and Days Off.*

**D. *Bidding and Awarding of Schedules***

*Schedules will be bid and awarded through an electronic bid and award process as set forth below.*

1. *Bid packages will be made available electronically, through the Internet, to all Flight Attendants at or before 1700 hours on the third Friday of each thirty-five day bid period. By the same time, a paper copy of the bid package will also be made available to all Flight Attendants at each Domicile. 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 Planning Department then plans to make the final Bid Awards available.*
2. *Bids must be recorded on the electronic bid triangle(s). Terminals for such bidding will be available at the Domiciles. The triangle(s) may also be accessed through the Internet. A Flight Attendant who is on vacation or who is unable to submit her/his bid electronically due to unexpected illness or injury on the day that bids are due may submit her/his bid by telephone*

or facsimile, and the Crew Planning Department will enter her/his bid on the triangle.

3. A Flight Attendant must submit her/his bid by 0900 hours on the fifth day following the electronic distribution of the bid packages in order to ensure it is considered. Bids will be awarded in seniority order of the eligible bidders on the basis of the bids on the bid triangle.
4. Preliminary bid awards (indicating the tentative Bidline number, before adjustments as described in paragraph 8 below are made) will be posted electronically within forty eight (48) hours of the bid closing time as described in paragraph 3. above.
5. The final bid award for each Flight Attendant will be made available in her/his file by 1700 hours on the fifth day following the date bids were due.
6. Final bid awards for all Flight Attendants will be posted electronically for the duration of that bid.
7. The bid period opening and closing dates and times for the next bid period will be included with the final bid award.
8. The Company shall make only the necessary adjustments to the awarded line of a Flight Attendant to correct errors and to provide for the bid period to bid period transition, vacation, training, minimum days free from Duty, and leaves of absence of that Flight Attendant. A Flight Attendant may indicate her/his desire to waive minimum days free from Duty that would otherwise be restored due to transition conflict by completing the applicable section of the bid.
9. Eligibility to Bid
  - a. A Flight Attendant will not bid in a bid period where she/he is scheduled for leave (other than paid vacation) in excess of fifteen (15) days of the bid period.
  - b. A Flight Attendant who is returning from an approved medical, workers' compensation, recuperative, or family leave will be eligible to bid if she/he has worked, including Reserve assignments, by the date bids must be submitted (see

paragraph 3. above).

- c. The Company shall build a Coverage Bidline for a Flight Attendant who is ineligible to bid as specified above but who has worked, including Reserve assignments, prior to the end of the bid period. The Company shall make every effort to construct that Coverage Bidline from available open time to meet the parameters of a Scheduled Bidline. The Flight Attendant shall have the option of dropping the Reserve days in her/his coverage line. If she/he drops the Reserve days, her/his guarantee will be reduced to the credit value of the Trips in the line.
  - d. The Company shall build a line for an Inflight Instructor who is scheduled for more than four days of teaching, preparation or checking in a bid period. The line shall be constructed at or above the Minimum Guarantee from any Trips available for the Coverage lines.
10. A Flight Attendant failing to make a sufficient number of bids, or failing to meet the deadline will be assigned the highest unbid numerical line at the Flight Attendant's Domicile after all bidders' preferences have been awarded. If more than one Flight Attendant fails to bid, the remaining lines will be assigned in descending order of seniority commencing with the lowest numbered line.
11. A Flight Attendant who will be on vacation or leave of absence when bid packages are distributed may provide the Company with a prepaid, pre-addressed overnight delivery envelope or any other electronic methods in which case the Company will forward a copy of the bid package to such Flight Attendant. A Flight Attendant who is sent a bid package by such method may submit her/his bid via fax or electronically, through the Internet.

#### **E. Rules for Reserves**

Reserve Flight Attendant lines will be published in accordance with the Hours of Service and other Crew Scheduling provisions of this Agreement.

##### **1. Reserve Availability**

- a. *Flight Attendants on Reserve will be subject to call from 0500 to 1900. The Company may change the fourteen (14) hour Reserve period by notifying a Flight Attendant the night prior to the Reserve shift. The Company will honor requests to waive the remaining period of Reserve beginning at 1700 on the last day of the period of Reserve availability and the Company will honor requests to be released from the remainder of the Reserve day after confirming with scheduling that the last flight from the Domicile has departed, when staffing and operational considerations permit.*
- b. *Days Off on Reserve Bidlines will not be adjusted prior to publication of the final bid awards except to eliminate contractual and legality conflicts in the new bid period as a result of transition. Following publication of the final bids awards, Reserve Bidlines may be adjusted in cases of operational necessity and will be done as provided herein. The total number of days adjusted following publication of the final bids awards will not exceed two (2) within any bid period or fourteen (14) within a calendar year, without a Flight Attendant's consent. The cumulative number of Days Off may not be reduced below the minimum Days Off as a result of these Company adjustments. Additional days may be moved with the Flight Attendant's consent. The Company shall notify a Flight Attendant whose Reserve day/Day Off is being moved and what her/his new schedule will be as soon as possible.*

2. *Reserve Period Notification*

*Reserve Flight Attendants will contact Crew Scheduling between 1700 and 2100 on the evening prior to commencing a day of Reserve. However, a Flight Attendant who is on a Trip and unable to call during the designated window period shall call Crew Scheduling upon completion of her/his Trip. A Flight Attendant who has been notified of her/his period of Reserve availability or Trip assignment for the next day prior to commencing a rest period that encompasses the contact period will not be required to interrupt her/his rest to contact Crew Scheduling.*

3. *Reserve Reporting Requirements*

*Reserve Flight Attendants are required to report within sixty (60) minutes of call out or one hour and thirty minutes (1:30) after the call if based in Portland or Denver, or two hours (2:00) after the call if based in Seattle.*

4. *Reserve Contactability*

*Every Flight Attendant shall provide the Company a telephone number where she/he will be contactable during Reserve periods unless she/he has advised the Company of an alternative number for a particular period. A Reserve who uses a pager or cellular phone is responsible for ensuring its proper operation and giving Crew Scheduling the correct number. Flight Attendants who use pagers or –voice mail must respond to a page or telephone message within ten (10) minutes.*

5. Reserve Assignment

- a. *A Flight Attendant scheduled for Reserve may indicate a preference for being placed on first out or last out status for a period of Reserve by contacting crew scheduling at least 24 hours prior to the beginning of the period.*
- b. *Assignment of flying to Reserves will be determined based on Flight Attendants' indicated preference relative to her/his seniority and days of availability. Days of availability will be considered equal in cases in which each Flight Attendant has a sufficient number of days available to cover the Trip. Preference by seniority will govern in that situation.*
- c. *A Reserve Flight Attendant's Duty period begins at the time she/he checks in for an assignment. For Per Diem calculation purposes, a Reserve Flight Attendant shall be eligible for Per Diem when she/he checks in for a Reserve assignment at the airport.*
- d. *A Reserve Flight Attendant's assignment may be changed. The fact that a Flight Attendant has been given a Trip assignment does not relieve her/him from the responsibility of being contactable.*
  - (1) *When a Flight Attendant is assigned a Trip that is later canceled before she/he reports, she/he will be returned to Reserve and be subject to further assignment.*
  - (2) *When a Flight Attendant is assigned a Trip that is later canceled after she/he reports, she/he will be given another assignment or be returned to regular Reserve status, and shall receive a minimum of 2 credit hours for that day.*
- e. *A Flight Attendant on Reserve may be assigned to flight(s)/Trip(s) or assigned to Airport Reserve. A Flight Attendant assigned to a flight/Trip shall be given the complete Trip information when the assignment is being made. Airport Reserve shall be for no more than seven (7) consecutive hours.*
  - (1) *The Duty period of a Flight Attendant on Airport Reserve shall begin when she/he checks in at the airport.*

- (2) A Flight Attendant assigned to Airport Reserve who deadheads to such assignment shall have her/his Airport Reserve period begin when she/he checks in for the deadhead. She/he shall be given the departure and return deadhead information and locator number at the time the assignment is made. If no assignment is given during the Airport Reserve period, such Flight Attendant shall be scheduled to deadhead home between one hour prior to the end of the Airport Reserve period and the time the Airport Reserve period is scheduled to end and shall not be available for reassignment for the remainder of the calendar day.
- (3) If she/he is not assigned to a flight Duty during the airport Reserve period she/he shall check out at the end of the Airport Reserve period and shall be free from all Duty for the remainder of the calendar day.
- (4) A flight given to a Flight Attendant on Airport Reserve must be scheduled to depart within one (1) hour after the end of the Airport Reserve period.

f. Release following assignment:

- (1) Upon return to Domicile at the end of a Trip assignment while on Reserve a Flight Attendant will review her/his schedule via the SBS system to determine her/his current and/or subsequent availability requirement. She/he may be scheduled as set forth below. If her/his schedule reflects additional flying or a change to her/his current or next availability period, the Flight Attendant will contact Crew Scheduling. If her/his schedule does not reflect any changes, she/he will be considered to be released as set forth below and is not required to contact Crew Scheduling until the next contact period as specified in C.2 above.
- (2) A Flight Attendant on Reserve whose Duty on the last day of a Trip (or on the day of assignment, if a single day Trip) is less than 4.5 hours may:
  - (a) be released and shall immediately start her/his rest period, or
  - (b) be reassigned to a different flight/Trip(s), or

(c) *be placed back on Reserve*

(d) *A Flight Attendant who is placed back on Reserve may offer to sit Airport Reserve. If the Company accepts the offer she/he shall remain on Duty for a period not to exceed six (6) hours from the time her/his flight assignment ended. If she/he is not assigned a Trip during the Airport Reserve period she/he shall check out six (6) hours after the beginning of the Airport Reserve shift and shall be free from all Duty for the remainder of the calendar day. A flight given to a Flight Attendant on Airport Reserve must be scheduled to depart within one (1) hour after the end of the Airport Reserve period.*

(3) *A Flight Attendant on Reserve whose Duty on the last day of an assignment (or on the day of assignment if a single day Trip) is 4.5 or more hours shall, at the end of the Reserve assignment, be either immediately reassigned to a Trip/flight or released from Duty for the remainder of the calendar day in which the Duty commenced. EXCEPTION: A Flight Attendant who completes a CDO (Continuous Duty Overnight) Trip will be released, either for the remainder of the calendar day, or, alternatively, only until the end of her/his current 24-hour day of Reserve so that she/he may be available for an evening CDO Reserve period on the calendar day on which she/he was released. As its normal practice, the Company shall limit the number of consecutive Reserve CDO assignments to three (3); in no case will the number of consecutive Reserve CDO assignments exceed four (4) without the Flight Attendant's consent.*

g. *A Flight Attendant on Reserve who receives a Reserve assignment must be given at least one (1) rest period in Domicile for every five (5) consecutive days on Reserve unless she/he agrees to waive this requirement.*

## 6. *General*

a. *A Reserve day that did not result in a flight assignment shall not be considered to be a Day Off.*

b. *The Duty assigned to a Reserve on any day of a Trip (or portion of a Trip), if that day also includes time on Reserve,*



may not be scheduled or rescheduled to exceed fourteen (14) hours. The total scheduled or rescheduled time, including the time spent on Reserve before the commencement of the Trip assignment, may not exceed sixteen (16) hours.

c. A Reserve may be assigned to a Trip that continues into a Day Off only if no other Reserve is legal and available to do the entire Trip.

(1) For every day that a Reserve is scheduled into a Day Off in a a-bid period, she/he may designate a scheduled Day Off in her/his next awarded Bidline, after it has been awarded, on which she/he cannot be assigned or scheduled to work.

(2) The Reserve will receive 150% pay as provided in the Compensation section for the credit hours on her/his Day Off or, at her/his option, receive a compensating Day Off. If a Reserve Flight Attendant is scheduled into Day(s) Off, she/he will receive 150% Pay unless she/he indicates by the end of the assigned Trip that she/he prefers to be given day(s) off equivalent to the number of days she/he was assigned on Days Off .

(3) If she/he elects to take a day(s) off instead of receiving 150% Pay, it is the Flight Attendant's responsibility to arrange mutually agreeable dates with the Director of Inflight/designee. If mutually agreeable dates have not been set within three days after the Flight Attendant returns from the 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.

#### 7. Use of Airport Reserve to relieve On Duty Flight Attendant

An Airport Reserve will be assigned to perform the duties of another Flight Attendant who asks to be relieved between the time her/his flight blocks in and blocks out, subject to the following:

a. The on-duty Flight Attendant must make her/his request to Crew Scheduling from the airport, prior to departure of

*the leg to the Domicile where the airport reserve relief is requested.*

- b. The airport reserve relief will not be provided unless there is at least one other Airport Reserve available at the Domicile at the anticipated block-in time of the aircraft.*
- c. The relief period (the time during which the Airport Reserve is on the aircraft in place of the relieved Flight Attendant) shall be fifteen (15) minutes, or such longer period as may be agreed upon between the Airport Reserve and the on-duty Flight Attendant, provided such longer relief time may not extend past the anticipated departure time for the flight, and provided such longer relief time does not exceed any maximum time period that Crew Scheduling may prescribe.*
- d. No more than one Flight Attendant shall be relieved from any flight.*
- e. If there are multiple requests for relief during the same time period, priority will be given to single Flight Attendant aircraft (e.g. Dash 8-200) flights. Otherwise, Crew Scheduling will honor requests on a first-come, first-served basis. Among Airport Reserves available for a relief assignment, Crew Scheduling will make assignments based on its evaluation of the overall utility of each Airport Reserve for possible Trip assignments, with the least useful for such purpose being assigned to relief duty first.*

#### **F. Reassignment**

- 1. If more Flight Attendants are assigned to a Trip than are required by the Company's staffing plan, the senior Flight Attendant(s) will have the choice of flying the Trip or not. The Flight Attendant not flying the Trip will either be reassigned to a similar Trip, i.e. same number days and similar release time, (a.m. or p.m.) or released from Duty for the remainder of the Trip. The Flight Attendant who does not fly the originally scheduled Trip will be credited with the greater of the value of the Trip originally assigned or the Trip to which she/he is reassigned. This provision does not apply if the Company assigns another Flight Attendant to cover a Trip for a late show. In this situation, the Company will normally send the originally assigned Flight Attendant home without pay and use the later assigned Flight Attendant for the Trip (or another Trip if the*

original Trip has been covered under the rescheduling provisions below). However the Company may choose to use the originally scheduled Flight Attendant based on operational considerations. The Flight Attendant flying the Trip will be paid for the Trip.

2. If a Flight Attendant is reassigned from her/his assignment by the Company for the purpose of training or I.O.E., the Flight Attendant who is reassigned will either be reassigned to a similar Trip, i.e. same number days and similar release time, (a.m. or p.m.) or released from Duty for the remainder of the Trip, or the portion of the Trip from which she/he is reassigned. The reassigned Flight Attendant will be credited with the greater of the value of the Trip (or portion thereof) originally assigned or the Trip to which she/he is reassigned.

#### **G. Rescheduling For Operational Reasons**

1. After the publication of the final award, a Flight Attendant holding a Scheduled line or a Coverage line, may be rescheduled for operational reasons (for example, Trip cancellations). Except when requested by the Flight Attendant as described in paragraph 5, below:
  - a. Any rescheduled Trip must remain within the date(s) of the original Trip, regardless of when the rescheduling occurs or how many times the Flight Attendant is rescheduled.
  - b. Rescheduling must be within the limitations of this Article 6 (Crew Scheduling) and Article 5 (Hours of Service).
  - c. A Flight Attendant scheduled for a single day Trip will not be rescheduled for a multi-day Trip.
2. A Flight Attendant extended into the next day due to ATC, maintenance, or weather delays, must be returned to her/his Domicile and Bidline as expeditiously as possible and she/he will be paid as set forth in the Compensation section.
3. If a Scheduled line holder, or Coverage line holder, has been removed from a Trip or a portion thereof, and Crew Scheduling has no immediate assignment for the Flight Attendant, she/he may be: (a) given another Trip assignment; (b) placed on Reserve (subject to the Reserve section of this Agreement) during the time of the original Trip, or (c) relieved from Duty. If a

*Flight Attendant is reassigned or placed on Reserve pursuant to this paragraph, she/he will be paid for the greater of the value of the original assignment or the assignment she/he actually performs.*

- 4. When a Trip utilizing an aircraft with two Flight Attendants who are Scheduled or Coverage line holders is rescheduled and results in the Flight Attendants having different routings for the remainder of the Trip, different relief times, or different new Trip and/or Reserve assignments (e.g., when a 37 seat aircraft is substituted for a 70 seat aircraft) the senior Flight Attendant shall be given first choice with respect to the possible assignments (or relief from assignment) that are available at that time.*
- 5. When Crew Scheduling notifies a Flight Attendant of her/his relief from Duty pursuant to paragraph 3.(c) above, it will also advise the Flight Attendant of any Trips that Crew Scheduling has available for assignment that do not meet the criteria for assignment under paragraph 1. above, but that may be legally flown by the Flight Attendant, including Trips that extend into any following Days Off. Crew Scheduling may also advise a Flight Attendant of such Trips as an alternative to other possible assignments under paragraph 3. above. The Flight Attendant shall have the option of accepting such a Trip, if she would otherwise be relieved from Duty pursuant to paragraph 3.c above, or, if one is offered as an alternative by Crew Scheduling, to any other assignment under paragraph 3. above. If the Flight Attendant accepts such a Trip, she/he will receive the normal credit for that Trip (no extra credit for working on a Day Off). The pay protection provisions of paragraph 3. shall not apply if the Trip is requested as an alternative to relief from Duty pursuant to paragraph 3.c above.*

#### **H. Assignment of Open Time and Trip Adds**

*Open time means Trips that are unassigned after construction of the Coverage lines at the time of the Final Bid Award for a bid period and Trips that become unassigned during that bid period on account of unplanned absences (e.g. sick calls, leaves of absence, resignations).*

- 1. Open Time shall be made available for award to Flight Attendants on a first come, first served basis beginning at 2000 PDX time on the second day after the distribution of final bid awards and at the same time of every day on which new Trips are added for such new Trips, until seventy two (72) hours before the check-in time for the Trip. In order to be eligible for*

*award of an open time Trip:*

- a. The Flight Attendant must be able to perform the entire Trip without conflict with her/his awarded/assigned bid line.*
  - b. The Flight Attendant may not be a Reserve line holder or scheduled for Reserve during the period of the Trip (including rest periods required before and after the assignment).*
  - c. The Flight Attendant must be legally able to perform the Duty from a Duty/rest standpoint.*
- 2. Open time for out-of-Domicile Trips will be awarded to a Flight Attendant only if Crew Scheduling determines there is no potential Duty/rest legality violation. The Company will not be responsible for Per Diem or deadhead associated with a Flight Attendant's commute to and from an out-of-Domicile open time Trip that is voluntarily picked up by a Flight Attendant.*
- 3. The Company will post open time by electronic means. The posting shall be updated by 2000 PDX time of any day during which there are changes in open time.*
- 4. Bidding and awarding of open time shall be done by electronic means through the password protected Company website established for such purpose.*
- 5. Open time that has not been awarded, or first becomes available, within 72 hours before the check-in time for the Trip shall be assigned or awarded in the following order:*
  - a. Assign to a Reserve Flight Attendant in Domicile, then (Company may skip this option)*
  - b. Assign to a Reserve Flight Attendant out of Domicile, then (Company may skip this option)*
  - c. Assign to an Inflight Management Flight Attendant, then (the Company may skip this option)*

- d. *Assign to a Reserve Flight Attendant in Domicile, then*
- e. *Assign to a Reserve Flight Attendant out of Domicile, then*
- f. *Assign to a Cross-Trained Employee (see paragraph 8, below) who is current, only to avoid Drafting or cancellation of a flight, then (the Company may skip this option)*
- g. *Award to any Flight Attendant who is eligible under the criteria of H.1. above, who volunteers for open time as part of the On Call Assignment provision as specified in paragraph 6 below, then*
- h. *Subject to the limitations of Section H.7. that follows, Draft the junior Flight Attendant who is legal and available on a Day Off, first in Domicile, then from another Domicile (the Company may opt to skip such Flight Attendant).*

6. *On Call Assignments*

- a. *Any Flight Attendant who wants to earn 150% pay 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 for the bid period to Crew Scheduling. A Flight Attendant may remove herself/himself by notifying Crew Scheduling 48 hours prior to any specified day.*
- b. *The Company will call, in seniority order, those volunteers at the Domicile who are eligible under the criteria of H.1. above before Drafting.*
- c. *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.*
- d. *If the Company contact a Flight Attendant pursuant to subparagraph b above, and she/he refuses the assignment, the Company shall not be obligated to call her/him again during that bid period and the subsequent bid period pursuant to the provisions of this paragraph 6.*

7. Drafting of a Flight Attendant shall be subject to the following conditions and limitations:
- a. A Drafting assignment shall not be made before 48 hours prior to the open time Trip.
  - b. After the assignment has been made, a Drafted Flight Attendant may not be relieved from an open time assignment without her/his consent.
  - c. A Flight Attendant who has been Drafted may request that the Company continue trying to assign the open time assignment until four hours before the scheduled show time on the conditions that; (1) she/he will consent to her/his replacement if another Flight Attendant is assigned to the open time; and (2) she/he agrees to report for the open-time assignment unless notified that another Flight Attendant has been assigned to the Trip.
  - d. The Company will waive the 48-hour requirement of 1.1. of this Article if a Drafted Flight Attendant submits a completed Trip trade request at least four (4) hours before the report time for the open time Trip.
  - e. When a Flight Attendant who has been Drafted completes her/his open-time assignment, she/he shall be moved to the top of the seniority list of the Flight Attendants in her/his Domicile for Drafting purposes. The Flight Attendant shall retain this increased protection from another Drafting assignment for the remainder of the bid period and during the next bid period (provided she/he retains the same Domicile).
  - f. The Company may excuse a Flight Attendant from a Drafting assignment for reasons such as the need to care for a child at home, etc. However, a Flight Attendant who has been excused from a Drafting assignment shall not be moved from her/his current Drafting seniority position until she/he performs a Drafting assignment.
  - g. The Company and the Union recognize that Drafting is a "last resort" measure to retain the integrity of the Company's flight schedule. So that this process is used as infrequently as possible, the Company and the Union will: encourage Flight Attendants who plan to resign to give as much advance notice as possible; cooperate in encouraging the responsible use of sick leave; and promote the voluntary assumption of open time Trips.

8. *Management and Cross Trained Employee Line Flying*

- a. *An Inflight Management Employee may pick up Trips from Open time any time after seventy two (72) hours have passed since the initial open time posting for the bid period as part of the normal process (Section H.1. above), but not more than 4 days in a bid period. However this limitation shall not apply if such flying is needed:*
- (1) To meet her/his own regulatory requirements, such as IOE.*
  - (2) To perform checking, training, or supervisory duties (e.g. proving flights, inaugural flights, special charters).*
  - (3) To cover an open time Trip as described in Section H.6., above.*
  - (4) To cover a Trip for a Flight Attendant for the benefit of the replaced Flight Attendant to reward her/him for performance. The replaced Flight Attendant will be credited for the Trip missed as if she/he had flown the Trip.*
- b. *The Company may maintain employees who are not on the Flight Attendant Seniority list but are trained and current to fly. The Company will provide the Union a list of the cross-trained employees as of the effective date of this Agreement and shall update the list, when it changes. Employees of the Company who have been cross-trained in Flight Attendant duties may fly Trips only:*
- (1) To meet her/his own regulatory requirements, such as IOE,*
  - (2) To prevent a flight cancellation or Drafting as specified in paragraph 5.f. above, or*
  - (3) When a general Flight Attendant participation event would create a staffing shortage.*



I. *Trades, Giveaways and Drops*

1. *Trades/Giveaways between Flight Attendants*

- a. *Trip trade requests involving full Trips, as published, shall be submitted by electronic means through the password protected Company website established for such purpose no later than forty-eight (48) hours prior to the date of the earliest Trip being traded. Crew Scheduling may waive the forty-eight (48) hour requirement. Trip trade requests involving split Trips (see paragraph 3, below) shall be submitted in writing, signed by both Flight Attendants and received by Crew Scheduling no later than forty-eight (48) hours prior to the date of the earliest Trip being traded. The Company will study the feasibility of creating an electronic system for split Trip trades, and will implement such a system if feasible and when available programming capability can be utilized for the project, taking into account other Company priorities. Crew Scheduling may waive the forty-eight (48) hour requirement.*
- b. *Trip trade requests may be for any entire Trip, or for a portion of a Trip as provided below. The Company will not be responsible for Per Diem, deadhead, or credit hour provisions associated with a Flight Attendant's travel to and/or from a Trip trade origination point. The Commuter Policy (See Article 24, Section D) shall not apply.*

- c. *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, but may trade a partial Block with another Reserve Line Holder provided the trade does not result in any loss to the Company of its ability to cover open Trips. An example of a permissible partial trade is shown below:*

*F/A "A" may trade her/his first two R Days of: O R R R R R R O O O*

*for the last two days of F/A "B"s R days of: O O O R R R R R R O.*

- d. *A Flight Attendant who loses time from her/his schedule because of a Trip trade, which causes him to fall below her/his minimum bid period guarantee, will have her/his minimum bid period guarantee adjusted.*
- e. *A Flight Attendant may not trade her/his entire Bidline with one other Flight Attendant.*
- f. *If a Flight Attendant has accepted Duty in a Trip trade or give away, then resigns her/his employment prior to having worked such Duty, the credit hours for the missed Duty will be charged against her/his accrued vacation.*
- g. *Trip trades must not violate FAR's or any provision of this Agreement. Crew Scheduling may require a buffer equivalent to the buffer(s) used to construct the Bidlines at any time when there is any potential for illegality under the FAR's or this Agreement. If all of the provisions of this Section are met, the trade will be approved. If a trade is disapproved, the Flight Attendant will be advised, upon request, of the reasons for the denial.*

2.      *Trades/Drops involving Open time*

- a. *A Regular or Coverage Flight Attendant may drop a Trip, or portion of a Trip as provided below, or trade a Trip with another Trip in Open time, provided the Company verifies that there exists adequate coverage. There will be a corresponding reduction of the Flight Attendant's bid period guarantee if the new Trip has less credit hours than the*

*one traded or for a Trip drop.*

- b. A Reserve Flight Attendant may drop a Reserve day(s) at the beginning or end of a Reserve availability Block provided the Company verifies that there exists adequate coverage, with a corresponding reduction of the Flight Attendant's bid period guarantee.*
- c. No more than one Trip in a bid period may be dropped earlier than seven (7) days prior to its commencement.*

*3. Split Trips*

- a. A Flight Attendant may split a Trip for the purpose of trading a portion of a Trip with another Flight Attendant, giving away a portion of a Trip to another Flight Attendant or dropping a portion of a Trip to the Company.*
  - b. A Flight Attendant with a Trip of two (2) days or fewer shall be allowed to split the Trip once. A Flight Attendant with a Trip of three (3) days or more shall be allowed to split the Trip up to two (2) times, however such split may only involve one other Flight Attendant.*
  - c. A Flight Attendant may not split a Trip that results in a combination of a trade with or giveaway to another Flight Attendant and a drop to the Company.*
  - d. The portion of a split Trip flown by the relieving Flight Attendant must be on originally scheduled Days Off.*
  - e. Partial Trades and Giveaways at Domicile of both Flight Attendants.*
- (1) After approval, each Flight Attendant will only be responsible for the portion of the Trip that she/he has agreed to fly.*

- (2) *If irregular operations results in the inability to complete the portion of the original Trip as planned:*
  - (a) *The Flight Attendant already on Duty shall continue with her/his portion of the Trip until it next passes through the Domicile.*
  - (b) *The relieving Flight Attendant may choose to wait for the trade to occur at Domicile, or ask to be assigned to another Trip that leaves the Domicile sooner, if such Trip will end no later than the original Trip was scheduled to end.*

*f. Partial Trades and Giveaways at other than Domicile of both Flight Attendants:*

*A Trip also may be split in any Flight Attendant Domicile that is not the Domicile of both Flight Attendants, or in BOI and GEG, subject to the following:*

- (1) *The Flight Attendant that flies any portion of the Trip may not have any other Duty scheduled that would prevent her/him from legally completing the remainder of the Trip.*
- (2) *The Flight Attendant flying any portion of the Trip will remain responsible for the remainder of the Trip until physically relieved of Duty by the Flight Attendant who has agreed to the trade. Notification must be jointly made to Crew Scheduling by both Flight Attendants at the time of hand off.*
- (3) *There must be a minimum of 12 scheduled hours between the Trips on the relief Flight Attendant's line and the portion of the split Trip being picked up.*

*g. Partial Trip drops:*

- (1) Except for the partial drops described in h. below, a partial Trip drop may only occur at a Domicile and must begin and end at the same Domicile.*

*Example: A Portland based Flight Attendant may drop the middle portion of a Trip after completion of a leg in Seattle provided she picks up the remainder of the Trip in Seattle.*

- (2) The Company will not be responsible for Per Diem, deadhead, or credit hour provisions associated with a Flight Attendant's travel to and/or from a partial Trip drop origination point. The Commuter Policy (See Article 24, Section D) shall not apply. If the drop is not at the Flight Attendant's Domicile, Crew Scheduling will insert a 1-minute "LIMO" from the drop point to the Flight Attendant's Domicile.*

*h. Drop of a Deadhead at the beginning or end of a Trip (first leg or last leg):*

*A deadhead leg at the beginning or end of a Trip may be dropped, subject to the following:*

- (1) Upon request, after completion of the final scheduled leg of active flying, a Flight Attendant may be relieved from a scheduled final deadhead leg of a Trip if Crew Scheduling determines that it has no further active flying for the Flight Attendant.*
- (2) An initial (first leg) deadhead may be dropped during the time that daylight savings time is in effect, or such longer period as may be set by Crew Scheduling.*
- (a) A request for an initial leg deadhead drop must be made no later than twelve (12) hours before the scheduled report time for the Trip.*

- (b) *The Flight Attendant must call Crew Scheduling to advise when she/he is in position and request to be checked in on SBS.*
- (3) *If approved, Crew Scheduling will then insert a 1-minute "LIMO" in place of the scheduled deadhead leg(s) for the Flight Attendant.*
- (4) *The restrictions on dropping a deadhead at the beginning or end of a Trip will be no more limiting than those imposed on the pilots of the Company.*
- i. *Scheduled ground time at the location where a Trip is projected to be split must be 5 minutes greater than the minimum boarding time for the applicable aircraft. The Company will meet and confer with the Union prior to increasing the minimum boarding time(s).*
- j. *The showtime for each portion of the split Trip, including the first flying leg when an initial deadhead leg has been dropped will be as specified in Section 5, Hours of Service (currently, October 2003, 1 hour before departure in Domicile, 45 minutes before departure out of Domicile).*
- k. *Split Trip trades, drops and give aways may be denied when severe weather or other irregular operations are forecasted that are likely to cause a disconnect between the trading Flight Attendants or require heavy Reserve utilization.*
- l. *Pay:*
  - (1) *Each portion of a split Trip flown in a trade or give away, and the portion of the split Trip flown by the originally scheduled Flight Attendant in a Trip drop, except for the drop of an initial or final deadhead leg, will be credited based on Block Hours (Hours Flown as defined in Article 3, Section C.2.a.(1), and with no single day minimum credit.*

(2) When the partial drop is of an initial or final deadhead leg, the Trip will be revalued in accordance with the credit hour provisions of the Agreement, and with a corresponding reduction of the Flight Attendant's bid period guarantee for the reduction in credit hours.

m. Per Diem:

(1) Per Diem for the incoming Flight Attendant will be paid until 15 minutes after Block in.

(2) Per Diem for the relief Flight Attendant will be paid from 30 minutes prior to departure.

4. Crew Scheduling will approve or reject a Trip trade or Trip drop request within seven (7) days after it is received, but no later than twenty-four (24) hours before the report time for the earliest Trip being traded. However, a trade involving a transition Trip (a Trip that begins in one bid period and ends in the next) will not be considered until after the final bid awards are published for the subsequent bid period. Trip trades and drops are approved when the Flight Attendant obtains confirmation from Crew Scheduling. This confirmation may be made by electronic means through the password protected Company website for trades and drops involving full Trips, as published. Split Trips will require receipt of the approved "hard copy" trade/drop form.

#### J. Transition Period

1. If a Flight Attendant's bid schedule contains a Trip that cannot be flown as scheduled due to the carry-in Trip, the conflicting Trip will be removed from the subsequent Bidline. In this event, the Company may place other flying or AVL days only on originally scheduled Duty days.

2. A Flight Attendant may be assigned an AVL ("available") day(s) during the interface period.

a. If assigned an AVL day, the Flight Attendant must contact Crew Scheduling after 1900 Domicile time on the evening prior to the AVL day for assignment.

b. An AVL day cannot become a Reserve day.

c. If not assigned a specific flight assignment at the time of the contact on the evening prior, the AVL day will be converted to an additional Day Off.

**K. Charter Trips and Other Special Assignments**

1. Charters not included in Bidlines as outlined in Section A.1. 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 the charter Trip conflicts with the Flight Attendant's scheduled work, the scheduled Trip may be dropped if there is adequate coverage. If a charter Trip is awarded and a scheduled Trip is dropped, the Flight Attendant's minimum bid period guarantee will be adjusted in accordance with paragraph 5 of the Trip Trades/Trip Drops Section of this Article.
2. 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.
3. 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.

**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 the time period specified for reporting for Reserve assignments at that Co-Domicile.*
  - a. *If a Co-Domicile is created with one of the airports being an existing Domicile airport, the minimum time for reporting shall not be less than the time period specified for the already existing Domicile.*
  - b. *In the event a Co-Domicile is deactivated, Reserve Flight Attendants will not be required to relocate in order to be able to report within the minimum time for reporting. It is understood that any subsequent move will not place the Reserve Flight Attendant further from the new primary Domicile than she/he was at the time of the deactivation.*
  - c. *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 E 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.*
3. *A Flight Attendant shall be provided parking at Company expense in accordance with the Duty Time Expense provisions of the contract at all Co-Domicile airports at which she/he will be required to report for Duty.*

#### *Part Time Bidlines*

1. *Part time lines provide Flight Attendants an opportunity to work on a part-time basis and provide the Company the ability*

to adjust the staffing it has available for assignment. Toward these objectives, the Director of Inflight shall plan for staffing at its Domiciles in excess of the number of Flight Attendants that would otherwise be needed.

- a. The Company shall make bid-by-bid decisions regarding the number of part time lines that will be made available for that bid period. However, if the number of part time lines that the Company plans to make available in any bid period is less than 5% of the number of Scheduled Bidlines at any Domicile, the Director of Inflight (or her/his designee) shall consult with the Chairman of the Union Scheduling Committee, if there is one, or if not, with the MEC president, to explain the reasons and plans to return staffing at such Domicile to the necessary level.
  - b. No more than 15% of all Bidlines at a Domicile may be part time lines.
2. Part time lines, as put out for bid, shall have credit hours no less than 40.4 credit hours.
  3. Eligibility. Only Flight Attendants who have successfully completed their probationary periods are eligible to bid for part time lines. Inflight Trainers and Instructors will not be awarded part time lines during bid periods in which Trainer or Instructor duties will be performed.
  4. Award of part time lines. Part time lines shall be published as part of the bid packet and awarded by seniority of the eligible bidders. If an insufficient number of Flight Attendants bid the part time lines, the Company shall put Trips contained in unbid lines into other Scheduled Bidlines or Coverage Bidlines during the bid award process, or into open time. No Flight Attendant shall be involuntarily assigned a part time line.
  5. Trip Trading: Flight Attendants awarded part time lines may trade Trips with another Flight Attendant(s), drop Trips, or trade Trips with like Trips in open time in accordance with Section I of this Article but may not pick up a Trip from open time pursuant to Section H. or from another Flight Attendant in a one-way trade.
  6. Vacation Usage/Bidding/Accrual: Vacation will be bid, awarded and scheduled for part time Flight Attendants the same as for other Flight Attendants. Accrual shall be at ½ the rate shown in Article 10 for the five weeks of the bid period when a

*Flight Attendant holds a part time line.*

7. *Sick leave and short term disability (STD) accrual: A Flight Attendant with a part time line shall accrue sick leave and short term disability (STD) at ½ the regular rate for the five weeks of the bid period.*
8. *Training: A Flight Attendant who attends training as part of a part time line shall receive ½ the credit value for the training days as she/he would if she/he were a full time Flight Attendant.*

## ARTICLE 7

### TRAINING

#### A. Training Curriculum

1. There shall be training curricula for new hires and line Flight Attendants consistent with the Company's FAA-approved training program(s). The training programs will contain objectives and a standardized methodology. A class schedule, which sets forth the timeline for the presentation of a training program, will be issued to a Flight Attendant entering training. A course syllabus will be available for review by the Union during business hours upon request with reasonable notice.
2. Written course materials required for course completion will be issued to Flight Attendants free of charge. The Company will supply each Flight Attendant, for her/his use in training, a copy of the training and testing items to be accomplished.
3. Upon request, the Company will meet quarterly with the Union to discuss training matters of concern to both parties and planned or anticipated changes to training curricula. Major changes to training programs will be discussed with the Union, normally prior to implementation unless the Company is unable to do so. The Union shall be invited to provide input into the development of new training programs.

#### B. Scheduling of Training

1. 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.
2. 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 5.B. If the credit value of the

Trip(s) that is dropped causes the Flight Attendant to drop below the minimum guarantee minus four (4) hours the Flight Attendant may be assigned another Trip(s). Such Trip(s) will bring the Flight Attendant as close as possible to, but not less than the minimum bid period guarantee. Crew scheduling will make every effort to assign Trips of the same aircraft type as the Trip dropped.

### 3. Recurrent Training

- a. The Company will provide recurrent training as outlined in the Company's government-approved training program. A Flight Attendant shall take all required recurrent training.
- b. A Flight Attendant must successfully complete required recurrent training. If the Flight Attendant fails to pass the examination, she/he will be provided with additional training prior to reexamination. A Flight Attendant may be withheld from service pending reexamination. The Company will schedule the Flight Attendant who fails required recurrent ground training for the next recurrent ground training class.

4. A Flight Attendant will not be scheduled to attend training for more than nine (9) classroom hours a day.

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.

6. 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.

### C. Pay

1. A Flight Attendant's guarantee will not be reduced due to an adjustment to the Flight Attendant's schedule per B.2. above.

2. *A Flight Attendant shall be credited 4.0 hours of applicable hourly pay for each day she/he attends training scheduled for more than 4.0 hours. For each day she/he attends such training scheduled for 4.0 hours or less, but more than one hour, she/he shall be credited 2.0 hours of applicable hourly pay. For each day she/he attends training scheduled for one (1) hour or less, she/he shall be paid and credited for the scheduled training time.*
3. *If the training was not published in the Final Schedule and it causes a Trip(s) on the Flight Attendant's line to be dropped, she/he will receive the greater of the pay and credit provided in paragraph C.2. above, or the value of the Trip(s) missed pursuant to the Compensation Section.*
4. *If a Duty period involves only Deadheading to or from training, a Flight Attendant shall be paid and credited the value of a training day pursuant to paragraph C.2. above.*
5. *If a Flight Attendant performs training on the same day she/he performs other scheduled Duty, she/he will be paid and credited for the other scheduled Duty in addition to her/his training pay. A deadhead to or from training is not "other scheduled Duty."*
6. *If the Company elects to use any method of training such as "home study" that does not involve a formal ground school to comply with the FAA ground school requirements, a Flight Attendant will be paid and credited one (1) hour at her/his applicable hourly rate for each 2.0 hours of government-approved training credit earned in timely completed home study with a minimum of one (1) hour of credit, and 50% of the time in excess of 2.0 hours.*
7. *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 5A) 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 and credited as provided in paragraph C.2 above. If the addition of the training does not create a conflict with any Trip(s) and reduces a Flight Attendant's Days Off below the minimum Days Off as provided in Article 5.A., the training will be added to the originally Scheduled Bidline. Such Flight Attendant will be paid and credited the value of training above guarantee.*

8. *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.*
9. *These pay provisions will not be applied to candidates in initial training including IOE.*

**D. General**

1. *Training during flights and Check Rides (Development Reviews) shall be conducted only by supervisory employees in the Inflight Department, Inflight managers, or other Inflight training department staff whose other major duties are preparation and presentation of Inflight instruction, and those Flight Attendants designated by the Company as Inflight Trainers and Instructors (Check Flight Attendants). Inflight Trainers and Inflight Instructors (formerly Check Flight Attendants) will be credited as specified in Article 3 for each day she/he works but performs no flying Duty.*
2. *A Flight Attendant will be given copies of her/his developmental review reports.*

## ARTICLE 8

### SICK LEAVE

#### A. Sick Leave

1. ACCRUAL. *Flight Attendants will accrue sick leave at the rate of 3.0 hours for every month in Active Status.*
  - a. *Unused sick leave accrued pursuant to policies in effect prior to this Agreement will be converted to sick leave for use under this Agreement at the rate of 8 hours under prior policy equals 4 hours under this Agreement.*
  - b. *All of a Flight Attendant's prior policy sick leave up to 88 hours (44 hours under this Agreement) will be converted and credited to a Flight Attendant's sick leave bank on the effective date of this Agreement. Prior to the effective date of this sick leave section, the Flight Attendant may, at her/his option, make a one-time election to increase the allocation to her/his sick leave bank up to the maximum hours authorized in paragraph 2 below. Any remaining sick leave accrued under prior policy will be converted to STD leave at the same conversion rate (8 hours of sick leave under prior policy = 4 hours sick or STD leave under this Agreement) to establish an initial STD bank as further described in paragraph 2 below and Subsection B of this Section.*
2. CONVERSION OF SICK LEAVE TO STD LEAVE. *The maximum accrual for a Flight Attendant's sick leave bank is 90 hours. Anytime a Flight Attendant's payroll period accrual would result in a total accrual of greater than 90 hours, the excess will be transferred to her/his STD Leave account. When usage of sick leave results in the Flight Attendant's sick leave bank dropping below 90 hours, accrual in the sick leave bank shall resume.*
3. PAY AND USAGE. *Sick leave may be used on account of a Flight Attendant's absence due to illness or injury, the need to care for an injured or ill child, spouse, or parent, or as may otherwise be required by law.*
  - a. *A Flight Attendant who is unable to fly a scheduled Trip(s) will be credited for the Trips(s) missed and will have the*



value of Trip(s) missed deducted from her/his sick leave accrual.

- b. *A Flight Attendant on Reserve who is unable to perform assigned Duty will be credited with the number of hours determined by dividing her/his bid period guarantee by the number of permissible scheduled work days (35 minus the number of guaranteed Days Off) in her/his Bidline type (Coverage, Reserve) and the same number of hours will be deducted from her/his sick leave accrual. These credit values are set forth in Article 3, Compensation.*
- c. *A Flight Attendant who is unable to attend training will be credited for the training missed at the rates provided for in the Training Article of this Agreement and will have the value of the training pay deducted from her/his sick leave accrual.*
- d. *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 until she/he is eligible to begin receipt of STD leave payments, whichever is less. However, if a Flight Attendant exhausts her/his STD bank, she/he may use any remaining sick leave to cover the absence.*
- e. *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). Except for payment during the waiting period, no sick leave shall be paid a Flight Attendant who is absent from work because of an injury or illness for which workers' compensation benefits are claimed. However, payments to make up for a Flight Attendant's Loss of Pay once worker's compensation time loss (temporary total disability) payments begin will be made from STD leave. If an absence is longer than seven scheduled working days, then the Flight Attendant will be made whole as described in paragraph B.3 below.*
- f. *A Flight Attendant who is unable to continue work due to illness or injury after a Trip has commenced will be relieved from Duty and returned to her/his Domicile on a positive space basis. Where the severity of the illness warrants, the deadhead will be on a must-ride basis. The Flight Attendant may request a direct routing to the airport served by the Company that is nearest to her/his home (rather than to Domicile), but such routing shall be on a space available*

basis. If her/his inability to work while away from Domicile also renders her/him unable to travel, 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. The ill Flight Attendant will not be required to occupy the jumpseat.

- g. A Flight Attendant who is able to return to work after her/his original Trip has been reassigned shall notify Crew Scheduling of her/his availability by 1700 local time on the day before she/he wishes to return, and shall coordinate her/his return to Duty with Crew Scheduling. Crew Scheduling's objective will be to return the Flight Attendant to the Trip when it next transits her/his Domicile. If the Trip does not transit her/his Domicile, the Flight Attendant may be returned to the original Trip at another airport or may be assigned to another Trip or the Flight Attendant may offer to be placed on Reserve for the remaining day(s) of the original Trip. Assignment to her/his original Trip at another airport or to another Trip, or to Reserve will be at Company discretion and depends on Company need (status of Reserve coverage) Any return to Duty must be on the next Duty day after sick leave usage (or later).
- h. When a Flight Attendant flies portions of her/his original Trip, or a different Trip in replacement of a portion of her/his original Trip, the credit value will be determined by the Block Hours (Hours Flown as defined in Article 3, Section C.2.a.(1)), excluding any deadheads that were not part of the original Trip. The Flight Attendant will be credited from her/his sick leave bank for the difference between the credit hours for the originally scheduled Trip and her/his Block Hours (Hours Flown as defined in Article 3, Section C.2.a.(1)), and/or credit from sitting Reserve. If a Flight Attendant who sits Reserve, as provided in paragraph g above, is assigned a Trip, her/his credit will be the greater of the Reserve credit as specified in the Compensation Article for the days of the Trip assignment or the Block Hours (Hours Flown as defined in Article 3, Section C.2.a.(1)), on those days.

- 4. REINSTATEMENT OF SICK LEAVE. 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 nor will the Flight Attendant be eligible for any sick leave payments while so separated. However, accrued sick leave will be reinstated if the Flight Attendant returns from furlough, or is rehired and has her/his Company Seniority reinstated.

**B. Short Term Disability (STD) Leave**

1. *ACCRUAL. Flight Attendants will accrue STD leave at the rate of 1.5 hour for each month in Active Status. Unused STD leave shall accumulate from one year to the next for the duration of employment. The maximum amount of STD leave that may be accrued is 1000 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 LTD (long term disability) insurance plan if the Flight Attendant is eligible for LTD under the plan. The Company's Vacation Donation Plan, if approved, may be used to help bridge the waiting period for LTD after the Flight Attendant's STD leave bank is exhausted.*
  
2. *PAY AND USAGE. STD leave may be used on account of a Flight Attendant's absence due to illness, injury, pregnancy or other qualifying reason under applicable Federal or state Family Medical Leave Acts requiring payment from sick leave that exceeds seven scheduled working days in duration. If the Flight Attendant is eligible for STD Leave it shall be paid (rather than sick leave) from the beginning of any Trip missed that extended into the STD eligibility period. A Flight Attendant with a Bidline will be credited for Trips missed and have the value of Trips missed (determined the same way as in A.3.a, b, and c above) deducted from her/his STD accrual. A Flight Attendant who does not have a schedule for the bid period will be paid her/his bid period guarantee. Her/his STD leave accrual will be charged the bid period guarantee amount less any credit for Trips actually flown. A Flight Attendant who lacks sufficient sick leave to cover the first seven working days of an absence that extends beyond seven working days for one illness or injury reason may use STD leave to cover any pay shortage that sick leave would have covered during the first seven working days of absence provided the absence is at least 16 days in duration or results from an accident or hospitalization.*
  
3. *COORDINATION WITH WORKERS COMPENSATION. A Flight Attendant who is eligible for temporary total disability (time-loss) payments under a state workers' compensation program will be made whole, so that her/his combined gross pay from time-loss payments and her/his STD bank will result in no Loss of Pay, from her/his STD leave bank. In determining a Flight Attendant's combined gross pay, a Flight Attendant's time loss payment that is non-taxable, shall be valued at 128% of its payment amount. Upon a Flight Attendant's eligibility for LTD benefits, all STD payments shall cease.*

#### **EXAMPLE**

Assume: Flight Attendant injured on the job on February 28, 2002, misses the remaining Trips in her/his Bidline for the bid period that ends March 16, 2002. She/he remains off work, drawing time loss (temporary total disability payments) until the state worker's compensation law, beginning after a three-day waiting period (during which she/he is on sick leave) until the beginning of the bid period beginning April 21, 2002.

The credit value of scheduled Trips missed from March 3 through March 16 would have resulted in her/his receiving 10 credit hours pay in addition to her/his 80.8 hour bid period guarantee.

Her/his current rate of pay is \$25 per credit hour. Her/his total time loss payments for the period March 3-April 20 were 66 2/3% of her/his lost pay for that period.

Calculation of STD pay and STD hours used:

Loss of pay:

|                   |  |                     |
|-------------------|--|---------------------|
| March 3-16        | $[(2/5 \times 80.8) + 10] \times \$25 =$ | \$ 1058.00          |
| March 17-April 20 | $80.8 \times \$25$                       | = <u>\$ 2020.00</u> |
| Total             |  | \$ 3078.00          |

Workers Comp Pays 66 2/3%:  $(.667)$  \$ 2053.03

Non taxable offset \$ 2053.03 X 12.8% = \$ 2627.88

STD pay (\$ 3078.00 - \$ 2,627.88) = \$ 450.12

STD hours used (\$450.12/25) = 18.01 hours

4. 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 STD leave nor will the Flight Attendant be eligible for any STD leave payments while so separated. However, accrued STD leave will be reinstated if the Flight Attendant

returns from furlough, or is rehired and has her/his Company Seniority reinstated.

**C. Personal Days Off (PDO)**

On the effective day of the sick leave and short-term disability leave provisions of this section following ratification of this Agreement, the Company will establish the PDO program described below.

1. **USE OF STD LEAVE FOR PERSONAL DAYS OFF (PDO).** A Flight Attendant will be entitled to use her/his STD Leave bank as Personal Days Off as further described in paragraph 3 below of this Section if her/his sick leave usage was limited as follows:

No sick leave hours used during any of the consecutive six bid periods beginning with the effective date (Flight Attendant must be in Active Working Status during the entire six bid periods) 1 PDO

2. **ACCRUAL.** The number of PDO's for which a Flight Attendant is eligible shall be maintained for every Flight Attendant who is eligible for them as provided in paragraph 1. above. Unused PDO's will accumulate for the length of a Flight Attendant's employment.
3. **USAGE.** A Flight Attendant may use PDO's to be excused from a Trip or portion of a Trip because of a medical or dental appointment that cannot be scheduled during off-duty time, because she/he is unable to fly a scheduled Trip(s) due to illness or injury, because of the need to care for an injured or ill child, spouse, or parent or for any other reason provided advance notice is given to her/his Supervisor as provided below.