

**Association of
Flight Attendants - CWA**



AFL-CIO

**Horizon Air
Flight Attendant
Contract**

2009-2011

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AGREEMENT

between

HORIZON AIR INDUSTRIES, INC.

and the

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Covering
Flight Attendants

Effective: December 21, 2009

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-CWA.

ARTICLE 1

RECOGNITION AND SCOPE

A. Recognition

In accordance with the certification R-5732 made by the National Mediation Board, the Company hereby recognizes the Association 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.

B. Scope

Except as expressly permitted by this Agreement, the Company will not engage in any 14 C.F.R. Part 121 operations unless all flying is performed exclusively by the non-supervisory Flight Attendants whose names appear on the Horizon Air Flight Attendant system seniority list in accordance with this Agreement.

C. Successorship

1. The provisions of this Agreement shall be binding upon any successor or merged company or companies unless or until changed in accordance with the provisions of the Railway Labor Act, as amended. Any transaction wherein a successor emerges shall be deemed as a "Successorship Transaction."
2. Upon the announcement of a Successorship Transaction or any other transaction which will or may result in the acquisition of another air carrier by the Company or the consolidation of the Company with another air carrier, the parties will meet promptly to negotiate an appropriate fence agreement and/or to implement a seniority integration process as described in Section D of this Article.

D. Merger Protection

The following provisions apply in the case of a successorship transaction, as described in Section C, above. The Flight Attendant groups shall be merged in accordance with the following:

1. If any merger of the Company with another airline, acquisition of the Company by another airline, or acquisition of another airline by the Company results in the Company's Flight Attendants and the other airline's Flight Attendants being part of a single collective bargaining unit

represented by a union, the seniority lists of the Company and the other airline will be integrated in a fair and equitable manner including, where applicable, agreement between the Company, the other airline and the collective bargaining representatives of both Flight Attendant groups. In the event the Company, the other airline and the collective bargaining representatives fail to agree, or if the other airline's Flight Attendants have no collective bargaining representative, the dispute will be resolved in accordance with Sections 2, 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions, except that the integration of the seniority lists of the respective Flight Attendant groups shall be governed by the Association's Merger Policy if both pre-transaction Flight Attendant groups are represented by the Association.

2. Any and all disputes concerning alleged violation of this Section D. shall be resolved by final and binding arbitration. The Company specifically agrees to arbitrate any grievance filed by the Association alleging violation of this Section on an expedited basis directly before the System Board of Adjustment sitting with a neutral member, as the arbitration forum. The dispute shall be heard expeditiously no later than thirty (30) days following the submission to the System Board and decided expeditiously no later than sixty (60) days after submission, unless the parties agree otherwise in writing. The parties agree to abide by any arbitration award that is issued.

E. Wet Leases

If the Company's operational requirements necessitate the Wet Lease of additional aircraft, the following will apply:

1. Association Notification. The Company will notify the Association not less than three (3) days prior to the commencement of any Wet Lease of more than fifteen (15) days. The notification will include the reason(s) for the Wet Lease, the aircraft to be utilized, the hours of flying, the duration, and the effect of the Wet Lease on Flight Attendants.
2. Duration of Wet Lease. A Wet Lease will not exceed ninety (90) consecutive days provided the Company has sufficient aircraft and Flight Attendants to perform the flying.

F. Foreign Domiciles

1. The Company shall not establish any Flight Attendant Domicile outside the United States, without providing advance, written notice to and bargaining with the Association at least one hundred and twenty (120) days prior to commencing operations at such Domicile.
2. In the event the Company opens a Flight Attendant Domicile outside the United States, Flight Attendants covered by this Agreement who are assigned to such Domicile shall remain covered by all terms of this Agreement and shall continue to enjoy all the rights, privileges and immunities of the Railway Labor Act while so assigned to the extent permitted by applicable law.
3. Disputes concerning Flight Attendants at foreign Domiciles who are covered by this Agreement (regardless of the origination/destination of their flying) shall be heard by the System Board of Adjustment pursuant to Article 22 of this Agreement, and the decision of the System Board in such cases shall be enforceable in any court of competent jurisdiction in the United States to the same extent and in the same manner as other cases arising pursuant to Article 22 of this Agreement and/or this Section, to the extent permitted by applicable law.

ARTICLE 2

DEFINITIONS

- A. **150% PAY** means the pay rate for certain work on a Day Off described in Article 3.E.
- B. **ACTIVE WORKING STATUS** means being in an active status as a Flight Attendant in the Company's personnel records. 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.
- C. **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.
- D. **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.
- E. **ASSOCIATION** means the Association of Flight Attendants-CWA, AFL-CIO.
- F. **BIDLINE** means the individual work schedule for a Flight Attendant for a specified period of time (the bid period).
1. **SCHEDULED BIDLINE** means a Bidline that contains no Reserve assignments.
 2. **RESERVE BIDLINE** means a Bidline that contains no Trip assignments.
 3. **MIXED BIDLINE** means a Bidline that contains Trip assignments and Reserve assignments.
 4. **COVERAGE BIDLINE** means a Bidline that contains no assignments when bid and may contain Trip assignments and/or Reserve assignments when awarded.
- G. **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.

- H. **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.
- I. **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.
- J. **COMPANY** means Horizon Air Industries, Inc., doing business as Horizon Air.
- K. **COMPANY SENIORITY** means total length of service as an employee of the Company as described in Article 12, Section B.
- L. **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.
- M. **DAY OFF** means a calendar day(s) with no scheduled Duty at a Flight Attendant's domicile, unless the absence of scheduled Duty is the result of a release from duty that is subject to the Trip guarantee provisions of Article 6.G.
- N. **DEADHEAD** means that portion of a Trip pairing during which a Flight Attendant, on Duty, is not scheduled as a working crewmember.
- O. **DOMICILE** means a geographical location from which a Flight Attendant's Trip pairings originate and end.
- P. **DRAFT** means the involuntary assignment of a Flight Attendant to Duty on a Day Off as described in Article 6.I.
- Q. **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.
- R. **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.
- S. **FLIGHT ATTENDANT SENIORITY** means the length of service with the Company as a Flight Attendant as described in Article 12, Section A.

- T. 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.
- U. 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.
- V. 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.)
- W. 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.
- X. RESERVE** means a Duty assignment as described in Article 6, Section E.
- Y. RON** means to remain overnight at a station other than the Flight Attendant's Domicile.
- Z. 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.

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.

	12/13/09	11/28/2010	1/22/2012
+1 st six bid per. after bid per. w/IOE.	20.00	20.00	20.00
Remainder of 1 st yr.	20.25	20.25	20.25
2 nd yr.	20.96	21.17	21.38
3 rd yr.	22.47	22.70	22.92
4 th Yr.	23.99	24.23	24.47
5 th Yr.	25.00	25.25	25.50
6 th Yr.	26.26	26.52	26.79
7 th Yr.	27.27	27.54	27.82
8 th Yr.	28.03	28.31	28.59
9 th Yr.	28.79	29.07	29.36
10 th Yr.	29.54	29.84	30.14
11 th Yr.	30.81	31.11	31.42
12 th Yr.	31.56	31.88	32.20
13 th Yr.	32.07	32.39	32.71
14 th Yr.	32.57	32.90	33.23
15 th Yr.	33.33	33.66	34.00
<u>16th Yr.</u>	34.85	35.19	35.55
<u>17th Yr.</u>	35.35	35.70	36.06
<u>18th Yr.</u>	35.86	36.21	36.58
<u>19th Yr.</u>	36.36	36.72	37.09
<u>20th Yr.</u>	36.87	37.23	37.61

B. Minimum Guarantee Pay

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

1. Scheduled, Coverage, and Mixed lines, Inflight Instructors and Trainers will have an 80.8 credit hour pay guarantee per five-week bid period.
 2. Reserve lines will have an 82.8 credit hour pay guarantee per five-week bid period.
 3. Part Time lines will have a 40.4 credit hour pay guarantee per five-week bid period.
 4. The guarantee will be reduced for absences that are not protected from Loss of Pay.
 - a. 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 Reserve Day for a Coverage line holder and 3.6 credit hours per Reserve Day for a Reserve line holder.
 - b. 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.
- (2) 50% of the Duty Time.
 - (3) 25% of the Trip Time (Time Away from Base).
 - (4) 4:00 hours for any Trip that begins and ends in one Duty period.
 - (5) Should the Company's pilots obtain a minimum for a multi-day trip, the Flight Attendants will receive the same.
- b. For purposes of computing Block, Duty and Trip Times, the following definitions apply:
- (1) 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.
 - (a) 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.
 - (i) 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 average time has

C. Credit Hour System

1. Flight Attendants will be paid for credit hours over their guarantee on a five-week bid period basis.
2. Credit hours shall consist of:
 - a. Block, Duty and Trip Time. When a Flight Attendant performs flight Duty, including deadhead to or from flight duty, for the Company, check rides, repositioning flights and ferry flights, she/he shall be credited with the greater of the following on a Trip-by-Trip basis:
 - (1) The Hours Flown (as defined in C.2.b.(1) below), of every Trip and/or deadhead segment(s) a Flight Attendant flies.

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.

- (b) 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.
 - (c) 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.
 - (d) 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.
- (2) 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.

- (3) 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.

b. Credit Values

- (1) 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.
- (2) 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.
- (3) 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 x 3.67) for a total of 21.67 credit hours for the five-day Block of Reserve days.

- (4) 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.
- (5) 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.
- (6) Cancelled Reserve Trip Credit. 2.0 credit hours. See Reserves Section, Cancelled Reserve Trip Assignment.
- (7) Credit for Scheduled Line holder (when rescheduled to stand Reserve and no further Trip assignment) 3.85 credit hours. See Scheduling Article, Rescheduling.
- (8) Vacation - See Article 10
 Scheduled line holder: Trip value
 Coverage line holder: 3.67 per Reserve Day
 (16.16 cr. hrs. weekly)
 Reserve line holder: 3.60 per Reserve Day

- (9) Sick Leave - See Article 8
 Scheduled line holder: Trip value
 Coverage line holder: Trip value or 3.67 per Reserve Day
 Reserve line holder: 3.60 per Reserve Day
- (10) 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

- 1. 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, check rides (see Side Letter 3) and proving runs performed on aircraft operating within the area of Horizon's scheduled flight operations.
 - b. Deadhead time for all IOE, check rides 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.
- 2. Additions to pay scale pay rates for performing assigned duties:
 - a. Instructors and Trainers shall receive the following additional compensation:

	Annual Override	Add-on for actual IOE/Check Ride Block Hours, Classroom Instruction or in-office preparation days performed are as follows:
a. Trainer	\$1000.00	\$6.00 per Block Hour*, or \$25.50 per day**
b. Instructor	\$1250.00	\$6.00 per Block Hour*, or \$25.50 per day**
*Hourly add-on for the actual IOE or Check Ride Block Hour(s) performed. ** Daily add-on for each day of instruction/preparation duty performed.		

3. Pay Schedule for Additional Trainer and Instructor Compensation:
 - a. The "annual override" will be paid in 26 bi-weekly installments at the same time as the Flight Attendant's guarantee pay.
 - b. 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, or for Trips picked up from another Flight Attendant in a one-way trade, worked on a Day Off, except where 2. below applies. A base turn trip will be paid as though the entire trip were worked on a Day Off.

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 1.
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. Pay Schedule

1. A Flight Attendant hired on or after December 21, 2009, will be paid by direct deposit into an account for that Flight Attendant with a financial institution of the Flight Attendant's choice. On or after January 17, 2010, no Flight Attendant may make a new election to be paid by paper check. 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 Attendant's 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.

3. 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 the Association; however, the Company retains the right to determine the suitability of layover accommodations. The Company will make prompt inquiries into complaints related to deterioration of service at any facility approved for layovers. Prompt remedial action will be taken in those cases where the Company affirms a deterioration of service.

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 use an alternate means of ground transportation and she/he may claim reimbursement for her/his expense by submitting a Company expense report. To the extent practicable, the crew shall be transported together, and one crew member will submit the expense report for the entire fare.

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.

E. 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:

Effective Date	Rate
September 25, 2005	\$1.75

2. Notwithstanding the above, Per Diem rates for Flight Attendants will not be less than \$1.50.
3. Per diem rates will not be increased as a result of an increase to the pilot's per diem rate to the extent that the increase in the pilots' per diem is directly related to the elimination of crew meals.

F. Reimbursement for Passport Renewal

The Company shall reimburse any U.S. citizen Flight Attendant for the renewal of her/his passport, on a non-expedited basis, if such passport is required by a foreign country where the Company has scheduled operations.

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 9, 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 Association, 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 Association, 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 Flight Attendant's Domicile, unless otherwise stated.

B. Association Scheduling Committee

1. The Association 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 Association Scheduling Committee shall meet with the Company each bid period when there is not an active Crew Planning Liaison. When there is an active Crew Planning Liaison, the parties shall meet each quarter, or more frequently by mutual agreement, to discuss scheduling issues. The Association shall be responsible for recording and distributing the minutes of the meetings. The Company and the Association must agree with and sign the minutes, which shall then be distributed to Crew Planning and the Flight Attendants
3. Crew Planning Liaison
 - 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 the Crew Planning Liaison.
 - b. The primary role of the Crew Planning Liaison shall be to promote the interests of the Flight Attendants in their Trip Pairings and Bidline schedules as indicated by the Association's Scheduling Committee. In addition, the Crew Planning Liaison shall communicate to the Flight Attendants through the Association's Scheduling Committee, the limitations on these interests, including the Company's interest in maximizing Flight Attendant productivity. The Crew Planning Liaison shall communicate regularly with the Scheduling Committee.
 - c. Since the contemplated role of the Crew Planning Liaison involves close and cooperative interaction with the Company's Crew Planning department, selection of a Crew Planning Liaison shall require the mutual agreement of the Company and the Association's MEC President.

- d. The Company, the Association's MEC President, and the selected Crew Planning Liaison will mutually agree to the Crew Planning Liaison's term of service. It is understood that the Crew Planning Liaison must have a long-term commitment to the position in order to be effective in her/his role.
- e. The Company shall educate the Crew Planning Liaison on pairing and line construction, including in-house training on the use of the Company's scheduling software as requested by the Crew Planning Liaison.
- f. The Crew Planning Liaison 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 Crew Planning Liaison 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 Crew Planning Liaison will be given reasonable consideration in the final construction of pairings.
- g. The Crew Planning Liaison will be afforded the opportunity to assist the Company in constructing the Flight Attendant lines, or upon request of the Association, may construct all of the Bidlines for one or more bidding groups in accordance with the parameters and timetable set forth by the Company. If the Crew Planning Liaison 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 Association why the lines were changed prior to publication.
- h. Upon request of the Association, and subject to flying requirements, the Crew Planning Liaison 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 Crew Planning Liaison 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)
 - c. An anticipated number of Coverage lines, which will be left blank.
 - d. An anticipated number of Reserve lines with Days Off, available days and scheduled reserve availability periods, as well as Airport Reserve lines with scheduled airport reserve periods and Days Off.
 - e. All awarded vacation time for that bid period.
 - 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, check rides, leaves of absence and Trips that are not in Scheduled lines. Coverage lines will also contain Days Off and may contain Reserve days, which will contain scheduled reserve availability periods and, if airport reserve days, the scheduled airport reserve periods.
- b. Coverage lines must contain some Trips and Reserve days or all Trips in addition to Days Off except that 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 and pay purposes.

- 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. The Reserve days will be designated with scheduled reserve availability periods or scheduled airport reserve periods, as applicable
- f. The numerically lowest Coverage line(s) will be those with the fewest (or no) Reserve days.
- g. Coverage lines will be awarded by seniority. The most senior Flight Attendant to be awarded a Coverage line will be awarded the numerically lowest Coverage line.

5. Reserve lines (straight Reserve lines) lines will be published in the bid package and constructed to show Reserve days, scheduled reserve availability periods or scheduled airport reserve periods, as applicable, 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 upon request to any Flight Attendant who requests the bid packet for her/his 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 7, below, are made) will be posted electronically as soon as they are ready for posting by Crew Planning but no later than forty eight (48) hours of the bid closing time as described in paragraph 3. above.
5. Final bid awards for all Flight Attendants will be posted electronically by 1700 hours on the fifth day following the date bids were due and remain posted for the duration of that bid.
6. The bid period opening and closing dates and times for the next bid period will be included with the final bid award.
7. 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.
8. 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.
9. 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 seniority order commencing with the lowest numbered line.
 10. 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 Periods
 - a. When posted for bid, Reserve lines will be designated with fourteen-hour reserve availability periods. The Company will also publish Airport Reserve lines with designated airport availability periods.

- b. On the first day of each reserve block, Flight Attendants on Reserve will be subject to call during the reserve availability period specified in their bidline. On the remaining days of the reserve block, the Company may change the fourteen (14) hour reserve availability period by notifying the Flight Attendant before the end of the reserve availability period on the day prior.
- c. Crew Scheduling will use its best efforts to maintain and, when operationally practical, to restore, the integrity of the awarded reserve block. The decision to switch (and to restore) duty availability periods will be based on operational needs (e.g., the trips that Crew Scheduling knows need to be covered at the time of the switch, balancing the reserve complement to better match anticipated needs). Upon request, the Company will make available to the Association and the affected Flight Attendant the information it relied on in making the decision.
- d. 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.
- e. 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. Only Days Off in the new bid will be adjusted. 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

Preliminary information regarding assignments will be provided by E-Crew no later than 1700 each day. Reserve Flight Attendants may 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 Crew Scheduling or view E-Crew during the designated window period shall either obtain her/his next assignment information from E-Crew or call Crew Scheduling upon completion of her/his Trip. A Flight Attendant who has been notified of her/his reserve availability period 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 two (2) hours of call out if based in Portland or Seattle. The report time for any new Domicile will be established after consultation with the Association but shall not be less than sixty (60) minutes and will be longer if there are factors (e.g. traffic, lack of housing near the airport) that would suggest a longer period is reasonable.

4. Reserve Contactability

Every Flight Attendant shall provide the Company one or two telephone numbers where she/he will be contactable during Reserve availability periods. 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. However, the Flight Attendant's time to report will be measured from the time that the message or page was left.

5. Reserve Assignment (Home Reserve)

- a. A Flight Attendant scheduled for Reserve may indicate a preference for being placed on first out or last out status for a block of Reserve days by contacting Crew Scheduling at least 48 hours prior to the beginning of the block.

b. Reserve assignments will be made according to the following criteria:

- (1) Days of availability within the 14-hour reserve availability period. If there is no Reserve with the same days of availability as the assignment, Crew Scheduling will next look at Reserves with greater days of availability, in ascending order of days of availability. Only if no Reserves with the same or more days of availability can be given the assignment will Crew Scheduling consider breaking the trip. A broken trip will be subject to the same days of availability criteria.
- (2) Within equal days of availability, Crew Scheduling will assign the trip:
 - (a) First, to the most senior of any Reserves who have preferenced first out;
 - (b) Then, if no Reserve has preferenced first out, or if all Reserves who have preferenced first out have already been assigned a trip, the trip will be assigned to the Reserve with the least credit accumulated as shown by the Credit Sort in AIMS, except to the extent to the extent that Reserve has preferenced Last Out and that preference can be honored;
 - (c) Then, to the most junior Reserve who has preferenced last out.
- (3) A Reserve assignment will be considered appropriately awarded by considering the Reserves available at the time the assignment was made. Crew Scheduling will make this information available upon request by the Association or an interested Flight Attendant.
- (4) The Company will post the credit sort list on E-Crew at least every six hours.

(5) Trips from Open Time will be assigned to Reserves no earlier than 48 hours prior to the check-in for the trip.

(6) If two (2) or more Reserves are called out for the same trip, the more senior Reserve(s) may choose the position she/he wishes to fly.

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, except that she/he does not need to be contactable while en route to an assignment during her/his reporting time prescribed in Paragraph E.3, above. The change will not be made for the purpose of circumventing the Order of Assignment criteria. Crew Scheduling will make this information available upon request by the Association or an interested Flight Attendant.

(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.

6. Airport Reserve Assignments

a. The purpose of Airport Reserve is to have a Flight Attendant immediately available in case there is a last-minute sick call, an irregular operation or other reason that does not provide sufficient time to call out a Home Reserve. However, Airport Reserves may also be used for assignments that could be

covered by home reserves. For instance, if there is no Home Reserve available with sufficient days of availability in her/his current block to cover an assignment, an Airport Reserve who does have sufficient days of availability may be assigned.

- b. In addition to the bid airport reserve positions, the Company may augment the Airport Reserve complement for periods of time by assigning Home Reserves to Airport Reserve for periods of days based on the Company's projected needs. For instance, if irregular operations are anticipated for three days on account of weather, the Company may elect to assign Home Reserves with at least three days of availability left in their Reserve block to Airport Reserve.
- c. The Company may also assign a Home Reserve to Airport Reserve as a short-term assignment to replace an Airport Reserve who has been given a short-term trip assignment. For purposes of Order of Assignment, an assignment to Airport Reserve will be considered a one-day trip, if the Airport Reserve being replaced was on her/his last day of availability, and a two-day trip if she/he had at least one more day of availability remaining in her/his block at the time of the trip assignment.
- d. Airport Reserve shall be for no more than seven (7) consecutive hours.
- e. The Duty period of a Flight Attendant on Airport Reserve shall begin when she/he checks in at the airport and shall end when she/he is released from airport reserve. Per diem will continue without interruption if the airport reserve is given a Trip assignment. Per diem will be paid for all time on airport reserve.
- f. 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. Per diem shall be paid for the time on Airport Reserve away from domicile, commencing with the deadhead leg, as if on a flight assignment.

- g. If she/he is not assigned to a flight Duty during the Airport Reserve period she/he shall check out and be automatically released and shall be free from all Duty for the remainder of the calendar day.
- h. 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.

7. Release following assignment

- a. A Reserve will be released into rest, and need not be contactable until her/his next reserve availability period, when returning from a multi-day trip, unless the trip was a CDO or unless the only duty on that day is a deadhead back to the Flight Attendant's domicile. A Flight Attendant with a potential reserve obligation (i.e., those returning from a CDO or deadhead), will review her/his schedule in the E-Crew system during the debrief period, or as soon thereafter as is practicable.
- b. A Reserve returning from a day trip may be assigned to further reserve duty if her/his reserve assignment and flight assignment that day, combined, do not exceed ten (10) hours. If the assignment equals or exceeds ten (10) hours, she/he will be released into rest and need not be contactable until her/his next reserve availability period. The Flight Attendant will check her/his schedule in E-Crew within her debrief period or as soon thereafter as is practicable.
- c. 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.

8. 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. In that event, the Reserve may elect between 150% pay or receiving a compensatory day off for each day she/he flew on a day off.

(1) If the Reserve elects to have compensatory day(s) off, she/he may opt to have the day(s) off restored in the current bid period or in the next bid period.

(a) In the current bid period: It is the Flight Attendant's responsibility to arrange mutually agreeable dates with the Director of Inflight or her/his 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 the consent of the Flight Attendant. If the current bid period does not contain enough Reserve Days to restore the Reserve's day(s) off, she/he must select days in the next bid period or receive 150% pay;

(b) In the next bid period: For every day that a Reserve is scheduled into a Day Off in 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) If the Reserve selects 150% pay, she/he will receive 150% pay as provided in the Compensation section for the credit hours on her/his Day(s) Off. Such pay will be paid and credited above her/his guarantee.

- d. A Flight Attendant assigned to a flight/Trip shall be given the Trip number and show-time information when the assignment is being made.

9. 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 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

1. After she/he has checked in for her/his trip, a Flight Attendant holding a Scheduled line or a Coverage line or any Flight Attendant (including a Reserve) who has picked up, traded into, volunteered for or been drafted to a trip, may be assigned to a rescheduled trip or to reserve duty, or may be released from duty. A Flight Attendant may also be

rescheduled prior to check-in or when the entire trip is cancelled. This Section G does not apply to a Reserve or Coverage Flight Attendant flying on a scheduled Reserve day(s).

- a. Any rescheduling decision affecting the work schedule on the day the decision is made, including a decision to place the Flight Attendant on reserve for the balance of the day, shall be communicated to the Flight Attendant within two (2) hours of the decision if the Flight Attendant is contactable on the ground, or, if then in the air, at the first time thereafter that the Flight Attendant is contactable on the ground.
 - b. When the Flight Attendant is rescheduled, she/he will be credited with the greater of the original assignment or the assignment she/he actually performs. If released from duty, she/he will be credited with the value of the original trip.
2. If assigned a rescheduled trip:
 - 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.
3. If assigned to Reserve for subsequent days, the Flight Attendant will be released from her/his reserve availability period on the last day no later than the release time for her/his originally scheduled trip, but may be assigned any trip with a check-in time that falls within the reserve availability period. Assignment of trips shall not be subject to the order of assignment provisions of Section E.5. The Flight Attendant may elect:
 - a. To request to be released from duty for the remaining days of the Trip, and receive credit only for the portion of the Trip worked; or
 - b. To sit reserve in the domicile of the Flight Attendant's choice for the number of days remaining in the original trip, and be

credited with the greater of the value of the original assignment or the assignment she/he actually performs; or

c. At Company discretion, to sit reserve in another Horizon city of her/his choice for the number of days remaining in the original trip and be credited with the greater of the value of the original assignment or the assignment she/he actually performs. If the Flight Attendants sits reserve in a city that is not a Domicile, any deadhead to the assignment will be unpaid (one-minute limo); or

d. To be assigned a new trip outside the parameters of Paragraph 2 and receive credit as set forth in Paragraph 6, below.

4. A Flight Attendant extended into the next day due to ATC, maintenance, or weather delays, must be returned to her/his Domicile and Bidline expeditiously, on the next scheduled flight, if possible, and she/he will be paid as set forth in the Compensation section. At her/his option, the Flight Attendant may request to be released at the outstation with no loss of credit.

5. When a Trip utilizing an aircraft with two Flight Attendants who are Scheduled or Coverage line holders (or a Reserve who has picked up a trip from Open Time or from another Flight Attendant) 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.

6. When Crew Scheduling notifies a Flight Attendant of her/his assignment to reserve pursuant to Paragraph 3, above, the Flight Attendant may ask Crew Scheduling if there are any trips available that do not meet the criteria for assignment under Paragraph 2, but that s/he may legally fly, including Trips that extend into any following Days Off. If the Flight Attendant accepts such a Trip, she/he will receive the credit for the greater of the original or new trip for that trip. In the case of a lineholder working on scheduled work days, the portion of the credit for working on a Day Off, calculated on the basis of the credit driver for the trip (block, duty or trip), shall be credited and paid above guarantee (See Article 3, Section E.2 (150% pay)).

7. If the Flight Attendant is released from Duty pursuant to Paragraph G.1, the remaining days of her/his trip will not become Days Off. The Flight Attendant may pick up or trade a Trip from Open Time or from another Flight Attendant; the Flight Attendant will be paid the greater of the original or picked up trip. If the trip continues into Day(s) Off, she/he will receive Day Off pay for the portion of the Trip worked on the Day(s) Off.

If both the trip that resulted in the Flight Attendant's release from duty and the replacement trip operated on her/his original Days Off, then the Flight Attendant will receive Day Off pay for the greater of the original or the picked up trip.

H. Trip Cancellations Prior to Check-in

If a trip is cancelled within twenty-four (24) hours of check-in time, and the Flight Attendant is not rescheduled pursuant to Paragraph G.1, above, she/he shall receive a minimum of four (4) credit hours for that Trip, even though no portion of the Trip is flown, and the days of the trip will become Days Off. If a Trip is cancelled twenty-four (24) or more hours before check-in time, and the Flight Attendants is not rescheduled pursuant to Paragraph G.1, above, at the time the trip is cancelled, the originally scheduled work days will become days off and the Flight Attendant will receive no credit for the Trip. In either scenario, Crew Scheduling will waive the 48-hour trading/adding deadlines until such time as the four-hour cut-off is implemented along with real-time trading.

I. 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 four (4) 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 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. Flight Attendants may waive their scheduled rest down to FAR minimums to facilitate trip adds. However, should the Flight Attendant waive rest to below the provisions of Article 5, and as a result become unable to fly her/his next bidline scheduled trip or reserve availability period, there will be a reduction in her/his bid period guarantee pursuant to the trip drop provisions of Article 6.J.2 of the Agreement.
- d. Base Turns. Flight Attendants may pick up a trip, or a portion of a trip, that begins on the same day another trip on her/his line terminates at the same domicile, or that ends on the same day another trip on her line begins at the same domicile. The Flight Attendant must allow two (2) hours between the trips, and the total duty day may not exceed fourteen (14) hours. Per diem will not accrue during the time between the trips, and the credit driver for each trip will be calculated as though there were two separate duty periods.

- 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 in real time.
- 4. Bidding and awarding of open time shall be done in real time 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 1.1. 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 1.7. 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. She/he may specify that she/he will fly only a specific trip(s) or only a trip meeting her/his parameters (i.e., length of trip, report time, release time). 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 1.1. above before Drafting. Flight Attendants who stated parameters for flying as permitted by Paragraph 6.a, above, will be called according to their seniority and will be offered any trip, but may decline a trip(s) that does not meet her/his stated

parameters without incurring the penalties contained in Paragraph 6.d, below.

- 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 contacts 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. 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).
- e. 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.

- f. The Company and the Association 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 Association 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 1.1. 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 1.6., 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 Association 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.

J. Trades, Giveaways and Drops

1. Trades/Giveaways between Flight Attendants

- a. Trip trade requests shall be submitted by electronic means through the password protected Company website established for such purpose no later than four (4) hours prior to the check-in time of the earliest Trip being traded.
- 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 or Coverage Line Holder may trade with another Reserve or Coverage 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 Flight Attendant 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 or Coverage 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 O.

- d. A Flight Attendant who loses time from her/his schedule because of a Trip trade, which causes her/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. Trip trades must not violate FAR's. Flight Attendants may waive their scheduled rest down to FAR minimums to facilitate trip trades. However, should the Flight Attendant waive rest to below the provisions of Article 5, and as a result become unable to fly her/his next bidline scheduled trip or reserve availability period, there will be a reduction in her/his bid period guarantee pursuant to the trip drop provisions of Article 6.J.2 of the Agreement.

2. Trades/Drops Involving Open Time

- a. A 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. This provision does not apply to trips assigned to Reserve or Coverage Flight Attendants flying on scheduled Reserve days.
- b. A Reserve or Coverage 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. A Flight Attendant may not pick up a trip posted in Open Time for 150% pay that operates on the same day(s) as the trip dropped pursuant to this Paragraph.

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, unless the split Trip flown is a base turn.
- 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 (including a reserve availability period) 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 or reserve availability periods 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 in accordance with the following procedures:
 - (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. The request will be granted unless unusual circumstances dictate otherwise (forecast poor weather, irregular operations, etc.)
 - (b) If the Trip has more than one Deadhead leg at the start of the Trip, the Flight Attendant may request to report at any intermediate stop prior to the first revenue leg.
 - (c) If the reporting point is any city that is not a Flight Attendant domicile, the Flight Attendant must confirm by telephone call to Crew Scheduling that she/he is in the vicinity at least one hour before the original show time of the Trip (first Deadhead leg).
- (3) If approved under Paragraph (2)(a), above, Crew Scheduling will then insert a 1-minute "LIMO" in

place of the scheduled Deadhead leg(s) for the Flight Attendant.

- (4) The Flight Attendant's Report time will change to one (1) hour prior to the first revenue leg (or second or subsequent Deadhead leg if the Flight Attendant requests option (2)(b)). The Flight Attendant will call Crew Scheduling to check in for the Trip one (1) hour before the departure of the first flight that she/he will work or deadhead. The call must be made from the airport from which that flight will depart.

Examples:

- (a) Trip begins with a Deadhead leg, PDX-LAX, then continues with a revenue flight, LAX-YYC. The report time in PDX is 05:00. The LAX-YYC leg departs at 09:30. The Flight Attendant will call Crew Scheduling at or before 04:00 (one hour prior to the original show time) to report that she/he is in the Los Angeles area. She/he will again call Crew Scheduling from the LAX airport at 08:30 (one hour prior to departure of the LAX-YYC leg) to check in for the Trip.
- (b) Trip begins with a Deadhead leg, PDX-SEA. This leg is followed by another Deadhead leg, SEA-GEG, which is followed by a revenue flight, GEG-PDX. The report time in PDX is 13:00. The SEA-GEG Deadhead leg departs at 15:30, and the GEG-PDX flight departs at 17:15.

Scenario One: The Flight Attendant desires to pick up the Trip in SEA. She/he does not need to call Crew Scheduling to report that she/he is in the Seattle area, because SEA is a Flight Attendant domicile. She/he will call Crew

Scheduling from the SEA airport at 14:30 (one hour prior to departure of the SEA-GEG leg) to check in for the Trip.

Scenario Two: The Flight Attendant desires to pick up the Trip in GEG. She/he will call Crew Scheduling at or before 12:00 to report that she/he is in the Spokane area. She/he will again call Crew Scheduling from the GEG airport at 16:15 (one hour prior to departure of the GEG-PDX leg) to check in for the Trip.

- (c) Trip begins with a Deadhead leg, PDX-BOI. This leg is followed by another Deadhead leg, BOI-LAX, which is followed by a revenue flight, LAX-SUN. The report time in PDX is 09:00. The BOI-LAX Deadhead leg departs at 13:20, and the LAX-SUN flight departs at 17:00.

Scenario One: The Flight Attendant desires to pick up the Trip in BOI. She/he will call Crew Scheduling at or before 08:00 PDX time to report that she/he is in the Boise area. She/he will again call Crew Scheduling from the BOI airport at 12:20 (one hour prior to departure of the BOI-LAX leg) to check in for the Trip.

Scenario Two: The Flight Attendant desires to pick up the Trip in LAX. She/he will call Crew Scheduling at or before 08:00 to report that she/he is in the Los Angeles area. She/he will again call Crew Scheduling from the LAX airport at 16:00 (one hour prior to departure of the LAX-SUN leg) to check in for the Trip.

- (5) 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.

- (6) Pay
- (a) Trip pay will be adjusted to reflect the amended Trip in accordance with Article 3.
 - (b) The Flight Attendant's minimum guarantee for the bid will also be adjusted.
 - (c) If a Trip changes in such a manner that the Flight Attendant is unable to meet the Trip as planned, she/he may be used for another flying assignment or relieved from duty. Trip and Duty time will commence at the Report Time established under Paragraph (h)(4), above. Credit hours for the Flight Attendant's assignment will be determined by the work the Flight Attendant performs. If relieved, she/he will receive the minimum four (4) hours credit for the day. If Crew Scheduling deadheads the Flight Attendant to rejoin her/his Trip, the Flight Attendant will be paid for that Deadhead leg(s).
- i. Scheduled ground time at the location where a Trip is projected to be split must be at least 5 minutes greater than the minimum boarding time for the applicable aircraft. The Company will meet and confer with the Association 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, or as in h, above, when reporting after a deadhead drop.
 - 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.

I. 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. Trip trade or Trip drop requests will be approved or rejected in real time, up to four (4) 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) may not be made with a Flight Attendant who has vacation scheduled during the first week of the next bid period. A trade involving a transition Trip that is submitted between bid closure and the publication of the final bid award will not be processed 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 will be made by electronic means through the password protected Company website for trades and drops.

K. Trades, Drops and Adds for Reserve Flight Attendants

1. A Flight Attendant with a Reserve bidline may, subject to the requirements of Paragraphs I and J, above, pick up a trip, or a portion of a trip, from Open Time or from another Flight Attendant who is seeking to trade away all or a portion of her/his trip, so long as the trip, and the required rest periods before and after the trip, falls within the Days Off of the Reserve's scheduled bidline. Once the trip has been picked up, the Flight Attendant will be able to trade all or a portion of it, or drop it into Open Time subject to the same restrictions as apply to Regular or Coverage lineholders. If the trip that has been picked up causes a rest deficiency or a block-hour overage (30 in 7, 100 per calendar month or 1,000 per calendar year), when Crew Scheduling attempts to assign a trip to the Reserve Flight Attendant on the start of her/his next reserve block, the picked-up trip will be modified and/or shortened so that the Flight Attendant will be legal to work the trip assigned to her/him on her/his regular reserve block. A Reserve Flight Attendant whose trip is modified and/or shortened to prevent rest or overage illegalities will not be paid for any flying dropped.
2. A Reserve may pick up a Base Turn after being released on the last day of her/his Reserve block. The trip add may not be requested until after the Reserve has been released.
3. The credit for trip adds and trades will be paid above guarantee. Should the Reserve Flight Attendant later drop all or a portion of the trip, her/his minimum guarantee will not be affected.

L. Transition Period

1. If a Flight Attendant's bid schedule for the new bid period contains a Trip that cannot be flown as scheduled due to the carry-in Trip from the prior bid period, the conflicting Trip will be removed from the new bid period Bidline. In this event, the Company may place other flying only on originally scheduled Duty days. Only if removing the conflicting trip(s) would cause the Flight Attendant to fall below the minimum guarantee value as provided in Article 3.B.1, may the Company place AVL days on the originally scheduled duty days.
2. A Flight Attendant who has been assigned an AVL ("available") day(s) during the interface period may:

a. Pick up a trip(s) from Open Time. If the trip also spans a scheduled Day Off, the Flight Attendant will receive Day Off pay pursuant to Article 3.E.4 for the portion of the trip worked on the Day Off; or

b. Request day-at-a-time vacation pursuant to Article 10.B.8.

3. If assigned an AVL day, and if she/he has neither picked up a trip from Open Time nor been approved for day-at-a-time vacation, the Flight Attendant may contact Crew Scheduling after 1900 Domicile time on the evening prior to the AVL day for assignment or Crew Scheduling will notify her/him before the end of the duty period preceding the AVL day.
4. An AVL day cannot become a Reserve day.
5. If not assigned a specific flight assignment at the time of the contact, the AVL day will be converted to an additional Day Off.

M. 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.

N. 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.

O. 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 Crew Planning Liaison 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, pursuant to Sections I and J of this Article, trade Trips with another Flight Attendant(s) or with Open Time, drop Trips to Open Time or to another Flight Attendant(s), or pick up Trips from Open Time or from another Flight Attendant(s), provided, however, that in no case shall the Flight Attendant adjust her/his schedule to result in more than eleven (11) duty periods during the bid period.

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/TSA-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 Association 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 Association 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 Association, normally prior to implementation unless the Company is unable to do so. The Association 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 Full-Time 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. A Part-Time Flight Attendant, or a Flight Attendant who is ineligible for benefits, will receive one-half (0.5) of these credit values for recurrent training.

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 5.A) 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 \$75 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 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 Check Ride reports.

ARTICLE 8

SICK LEAVE

A. Sick Leave

1. ACCRUAL. Full-Time Flight Attendants will accrue sick leave at the rate of 3.0 hours for every month in Active Working Status. Part-Time Flight Attendants, and Flight Attendants who are ineligible for benefits, shall accrue sick leave at the rate of 1.5 hours for every month in Active Working Status.
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 for an initial period of time not to exceed seven (7) consecutive calendar days, and again, if needed, upon exhaustion of STD, 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 Reserve or Coverage Flight Attendant 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. Full-Time Flight Attendants will accrue STD leave at the rate of 1.5 hours for each month in Active Working Status. Part-Time Flight Attendants, and Flight Attendants who are ineligible for benefits, will accrue STD leave at the rate of 0.75 hours for each month in Active

Working 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 when a Flight Attendant's absence that exceeds seven (7) consecutive days in duration measured from the first day of missed work is due to illness, injury, pregnancy or other reason under applicable Federal or state Family Medical Leave Acts that entitles the Flight Attendant to payment from sick leave. 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 consecutive calendar 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 consecutive calendar 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 128% = \$ 2627.88

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

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

- When a Flight Attendant's service with the Company is terminated, either voluntarily or involuntarily, including furlough, and expiration of leave of absence status, there will be no payment for accrued 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)

- 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 six consecutive bid periods, provided that no part of that six-bid period may include a bid period for which another PDO is earned: 1 PDO
 - A bid period during which a Flight Attendant is not in Active Working Status will not be counted, but it will also not break a string of consecutive bid periods.
 - A Flight Attendant with a part-time line will be credited with one half of a bid period for a part-time bid period with no sick leave usage.
- 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.
- 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.
 - A Flight Attendant requesting a non-emergency PDO at least three (3) days prior to the date requested shall be granted the PDO if there is adequate Reserve coverage.
 - If a Flight Attendant requests a PDO at least six weeks before the bid period containing the desired Day Off, she/he will be granted the PDO if there are guaranteed availability days available. Requests may be submitted up to 12 months prior to the date requested, and will be granted in the order received. For this purpose the Company will set aside and guarantee the availability of one PDO per day in Domiciles

with ten (10) or more Flight Attendants. For each additional 50 Flight Attendants in the Domicile, an additional guaranteed day will be set aside.

c. Guaranteed availability days may not be used:

- (1) The day before, the day of, or the day after the following holidays: New Years Day, Mothers Day, Fathers Day, Labor Day, Thanksgiving or Christmas.
- (2) More than two days in a row (except to cover one Trip series)

4. PAYMENT. A Flight Attendant with a Bidline will be credited for Trips, or portions thereof, missed and have the value of Trips, or portions thereof, missed (determined the same way as in A.3.a, b, c, or h above) deducted from her/his STD accrual. A Flight Attendant on a guaranteed availability day PDO (in which case her/his line was built without Duty on that day) will be credited and charged with 4.0 credit hours. If there are insufficient hours in a Flight Attendant's STD bank, she/he may elect to take the PDO without pay or have it paid from and charged to her/his Sick Leave bank.
5. PAYOUT OF PDO UPON EMPLOYMENT TERMINATION. When a Flight Attendant's service with the Company is terminated, either voluntarily or involuntarily, including furlough, and expiration of leave of absence status, all accrued PDO will be paid at her/his then current hourly rate, 4.0 credit hours per PDO, up to the number of hours accrued in her/his STD and Sick Leave banks.

D. Notifications

1. A Flight Attendant will notify Scheduling as soon as she/he is aware of her/his unavailability for work.
2. The Company may use a telephone recorder that a Flight Attendant must call and alert the Inflight Supervisor's office as soon as possible, but not later than noon of the same day.
3. A Reserve lineholder or a Coverage lineholder on Reserve who is unable to resume her/his original Reserve availability on successive days of an originally scheduled Block must notify Crew Scheduling by

1700 local time. In the absence of a call, she/he will be placed back on Reserve for the remainder of the originally scheduled Reserve availability Block, subject to the rules for Reserve availability periods as set forth in the Reserve section 1.a.

4. If the Company requires medical certification for a Flight Attendant's absence, the Company will pay for the cost of the doctor it has authorized to provide the certification. The Company's cost will be limited to only those services required to verify the condition of the Flight Attendant. The requirement for medical certification is an exception procedure and shall be only used when appropriate to the circumstance.

E. General

1. Flight Attendants may use sick leave for the purpose of avoiding Loss of Pay. Sick leave will not be paid for any days of absence if the Flight Attendant is actively working for another employer on the same days, except to the extent that:
 - a. The work does not occur during hours the Flight Attendant was scheduled to work for the Company; and
 - b. The work is consistent with the Flight Attendant's illness or injury.
2. Where the Company believes there may be a pattern of excessive absence that may result in discipline, it may advise the Association of its concern. The Association will review such concern and discuss the matter with the Flight Attendant. The peer review provided for by this paragraph is a supplement to, and not a replacement for, other appropriate Company corrective actions. Excessive absence may result in termination of employment, if it is unlikely that the Flight Attendant will be able to regularly work her/his schedule on an ongoing basis.
3. A Flight Attendant's sick leave balance and STD Leave balance will be reflected separately on her/his pay stub.

ARTICLE 9

PHYSICAL EXAMINATIONS

- A. The Company may require a Flight Attendant to submit to a physical examination any time it believes that her/his health or physical condition is impaired or that she/he has a medical condition(s) that causes or contributes to it being unlikely that she/he will be able to regularly perform the essential functions of a Flight Attendant schedule on an ongoing basis. When a physical examination is required, the Flight Attendant will be notified in writing of the reason. A Company required physical examination shall be performed by a Company physician or by a physician designated by the Company. Any physical examination or tests required by the Company shall be paid for by the Company. The physician's report of such examination shall state whether the Flight Attendant is medically fit to perform her/his Flight Attendant duties, or whether it is unlikely that she/he will be able to regularly perform the essential functions of a Flight Attendant schedule on an ongoing basis.
- B. Access to medically privileged information obtained during physical examinations shall be limited to the physician(s) performing the examination(s), the Company's departments that handle confidential medical information and such others as the Flight Attendant may designate in writing. Except as provided in the previous sentence, medical confidentiality between the Flight Attendant and examining physician shall be maintained.

ARTICLE 10

VACATION

- A. **Accrual**
 1. While employed as a full-time Flight Attendant, a Flight Attendant shall accrue vacation credit hours in accordance with her/his Company service as follows:

Years of Service	Accrual rate per pay period	Accrual rate per year
5 Years or less	2.0	52 hrs
Over 5 years	3.0	78 hrs
 2. While employed as a Part-Time Flight Attendant, or when ineligible for benefits, a Flight Attendant shall accrue vacation credit hours in accordance with her/his Company service as follows:

<u>Years of Service</u>	<u>Accrual rate per pay period</u>	<u>Accrual rate per year</u>
<u>5 Years or less</u>	<u>1.0</u>	<u>26 hrs</u>
<u>Over 5 years</u>	<u>1.5</u>	<u>39 hrs</u>

Should a Part-Time Flight Attendant achieve Full-Time status during the year, her/his accrual rate will change beginning with the first pay period after she/he achieves Full-Time status.
 2. Vacation hours accrued under the agreement in effect prior to November 21, 2003, shall be credited under this Agreement at the rate of 19 vacation credit hours for every 40 hours accrued under the prior agreement.
 3. Vacation only accrues while on the payroll. Flight Attendants may accumulate vacation credit hours up to 150% (one and one half times) of their maximum yearly accrual (e.g. a Flight Attendant with five years of Company seniority or less is limited in her/his total vacation accrual to 78 hours, a Flight Attendant with more than five years is limited to 117 hours). Each year, on December 31, vacation accrual in excess of the maximum accumulation permitted will be forfeited except as provided for in paragraph B.11.b.2 below.

B. Vacation Scheduling

Vacation periods will be made available only as calendar weeks. Flight Attendants may bid for vacation periods designated by the Company in accordance with procedures set forth below. If more Flight Attendants bid for a vacation period than the number designated as available for bid, then Flight Attendant Seniority shall be used to determine which Flight Attendants may take vacation during the period. A Flight Attendant may not use vacation until she/he has completed her/his initial probationary period with the Company. The process described below may be accomplished either electronically (web-based) or manually (paper-based).

1. By 0900 local time on October 1 of each year, the Company shall post at each Domicile the number of vacation hours that each Flight Attendant has accrued as of the end of the most recent pay period and a projection of each Flight Attendant's hours of accrued vacation as of the end of the year (December 31). A Flight Attendant who is in Part-Time status or who is ineligible for benefits as of the end of the most recent pay period prior to October 1 will have her/his vacation hours for the remainder of the year projected as if she/he would remain in her/his current status.
2. At the same time, the Company will post all of the vacation periods available for bid at each Domicile during the following year.
3. Preference sheets for bidding vacation shall be distributed at all Domiciles. Completed preference sheets should be turned in by each Flight Attendant to her/his supervisor no later than 1700 local time on October 21.
4. The vacation awards shall be posted at the Domiciles no later than 1700 local time on November 1.
5. A Flight Attendant may bid all, part, or none of her/his vacation in one, two, or three continuous periods.
6. For every 17 hours of accrued vacation, a Flight Attendant will be eligible to bid for one week of vacation. A Flight Attendant may bid for as many weeks of vacation as the number of 17-hour weeks she/he will have accrued by December 31 of that year.
7. After the vacation awards, Flight Attendants will be awarded any remaining available vacation periods on a "first come, first served"

basis; however, a Flight Attendant may not request a vacation unless she/he has an uncommitted 17 hours of vacation time accrued at the time she/he makes the request and the request must be submitted to the Director of Inflight/designee at least thirty (30) days prior to the bid period containing the vacation period.

8. A Flight Attendant may also request "day-at-a-time" vacation, which will be granted on a "first-come, first served" basis by the Director of Inflight/designee if there are sufficient crews and Reserves available for all days of Duty affected by the request. Any such vacation request will be approved or denied no later than the sixth (6th) day before the first day of Duty affected (e.g., the decision shall be made no later than Monday for a Trip beginning the following Saturday).
9. A Flight Attendant may change an awarded vacation period by dropping it or exchanging it for any available period. However, the drop or exchange must be submitted to the Director of Inflight/designee for approval at least thirty (30) days prior to the bid period containing: (a.) the drop; or, (b.) the earlier of the vacation periods involved in the exchange.
10. If a Flight Attendant changes Domiciles she/he may be required to select other vacation periods if the ones she/he has selected are not still available at the new Domicile; however, the Director of Inflight will attempt to accommodate vacation plans if staffing permits.
11. Vacation Postponement
 - a. The Company may not cancel a Flight Attendant's vacation. When necessary, in order to avoid the cancellation of flights, the Company may postpone awarded vacations and/or cancel unawarded open vacation periods. Should postponement of awarded vacations be required it will be accomplished as follows:
 - (1) The Company will provide 15 days advance notice;
 - (2) If it is not necessary that all vacation within a given time period be postponed, the Company will first solicit volunteers in seniority order.
 - (3) If there are insufficient volunteers, the Company then will postpone only the required number of

vacation awards from non-volunteers in inverse order of seniority.

- b. Flight Attendants with postponed vacations may:
- (1) Select a non-postponeable vacation period from open vacation periods in the current year; or
 - (2) Carry over the non-postponeable vacation period to the following year; or
 - (3) At the Flight Attendant's discretion, she/he may be paid for the vacation based on the Credit Hours for the period when she/he would have taken the vacation as scheduled.

- c. Expenses for postponed vacation will be reimbursed as follows:

If the Company postpones a vacation of a Flight Attendant who has made a non-refundable deposit, bought nonrefundable tickets, etc., in reliance on her/his established vacation schedule, the Company will reimburse the Flight Attendant for such non-refundable expense. The Company will be entitled to attempt recovery of the deposit, ticket expense, etc. or apply it to some other person or purpose.

C. Payment for Vacation Time

Vacation shall be paid at the Flight Attendant's hourly rate in effect at the time the accrued vacation is used, or is paid for. The number of hours credited for pay and deducted from the Flight Attendant's vacation accrual shall be determined as follows:

1. In the case of a Scheduled line holder, vacation hours credited for pay and deducted from a Flight Attendant's vacation accrual account will equal the value of the credit hours dropped from her/his Bidline.
2. In the case of a Reserve line holder, vacation hours credited for pay and deducted from a Flight Attendant's vacation accrual account will equal 3.6 hours times the number of Reserve Availability Periods dropped from her/his Bidline.

3. In the case of a Coverage line holder, vacation hours credited for pay and deducted from a Flight Attendant's vacation accrual account will be 16.16 credit hours per week of vacation.
4. For vacation taken day at a time, the daily credit, pay and charge will be as follows:
 - a. 3.60 hours for a Reserve day dropped by a Reserve Line holder.
 - b. 3.67 hours for a Reserve day dropped by a Coverage Line holder.
 - c. For vacation day at a time that results in a Scheduled or Coverage Line holder flying a portion of a scheduled Trip, the Flight Attendant will be credited and paid the originally scheduled credit value of the Trip. The charge against her/his Vacation accrual will be the difference between the credit value of the Trip, as originally scheduled, and the Block Hours (Hours Flown as defined in Article 3, Section C.2.a.(1.)) for the portion of the Trip flown by the Flight Attendant.
5. The Flight Attendant's account will reflect the accumulation effective the last day of the previous pay period. If a Flight Attendant has less vacation credit hours accrued than the number needed to cover the credit of the Trip dropped due to vacation, the deficit will reduce her/his credit hours and guarantee for the bid period.
6. Upon termination of employment (including death, or transfer to a position other than as a full-time or part-time employee of the Company), a Flight Attendant will be paid for accrued vacation not taken or forfeited, except that a Flight Attendant who terminates employment during her/his initial probationary period with the Company shall forfeit and not be paid for any accrued vacation.

D. Vacation Schedule Adjustments

The vacation week shall start on Sunday and end the following Saturday. All Trips in the Flight Attendant's Bidline that begin or end within the vacation period will be dropped unless the Flight Attendant elects to slide vacation as spelled out in paragraph E below.

Example:

VACATION WEEK											
FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	
				874 BOI	---> TUS	----> DEN	----> PDX	891 PDX			

All five days of Trips will be dropped. The Flight Attendant will receive credit for and have her/his vacation accrual reduced by 24:55 hours (17:58 credit hours for Trip 874 plus 6:57 credit hours for Trip 891).

1. If a Flight Attendant has vacation scheduled during the first week of a bid period and is scheduled for a Trip in the fifth week of the prior bid period that will conflict with the vacation period, that Trip will be dropped from her/his Bidline unless the Flight Attendant elects to make a "blind vacation slide" to the right in accordance with paragraph E. 5 below. The amount of vacation for which she/he will be charged will be determined by the number of originally scheduled credit hours, calculated on the basis of the credit hour driver for the Trip (Block, Duty or Trip) on the Duty days in the week prior to the vacation period that are dropped from the Bidline if the Flight Attendant does not slide her/his vacation to the right, thereby requiring the carry-in Trip to be dropped. Additional credit hours will be charged based on the Trips or Reserve days dropped from the first week of the awarded Bidline for the next bid period, as published for bid.

Example:

VACATION IN THE FIRST WEEK OF THE BID PERIOD																	
TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU
811 _GB	---> _GB	----> _YYC	----> PDX				820 TUS	---> _GB	----> >	----> PDX							

All four days of Trip 820 in the prior month will be dropped. The Flight Attendant will receive credit for and have her/his vacation accrual reduced by 15:00 hours (the credit value of the first three days of Trip 820, calculated on the basis of the credit hour driver for the Trip (Block, Duty, or Trip) unless she/he blind slides her/his vacation one day to the right to remain on Trip 820. In that case the value of Trip 820 would not be deducted from her/his vacation accrual.

2. If a Flight Attendant has vacation scheduled during the fifth week of a bid period and has a Trip that conflicts with the first day(s) of the next bid period, that Trip will be dropped from her/his Bidline unless the Flight Attendant elects to slide her/his vacation to the left in accordance with paragraph E.7.b. below. The amount of vacation for which she/he will be charged will be determined by the number of originally scheduled credit hours, calculated on the basis of the credit hour driver for the Trip (Block, Duty, or Trip), on the Duty days in the vacation period that are dropped from the Bidline. The Flight Attendant will not incur any vacation charge for credit hours from a carry-over Trip that are dropped in the subsequent bid period, nor will the fact that the carry-over Trip has been dropped prevent assignment of Duty on those carry-over Duty days if the Flight Attendant is awarded a Bidline that contains Duty on those days.

Example:

VACATION IN THE LAST WEEK OF THE BID PERIOD																	
TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU
811 _GB	---> _GB	----> _YYC	----> PDX				820 TUS	---> _GB	----> >	----> PDX							

All seven days of Trips 811 and 820 that fall in the first bid period will be dropped. The Flight Attendant will receive credit for and her/his vacation accrual for that bid period will be reduced by 36:04 hours (21:04 credit hours for Trip 811 plus 15:00 credit hours for the credit value of the three days of Trip 820, calculated on the basis of the credit hour driver for the Trip (Block, Duty or Trip) that fall in the first bid period).

3. If a Flight Attendant has vacation scheduled during the fifth week of a bid period AND during the first week of the following bid period, the provisions of paragraphs 2. will be applied first, so that any portion of a dropped carry over Trip from the fifth week will be disregarded in determining the credit hours dropped from the first week of the following bid period.

E. Vacation Slides

The purpose of a vacation slide is to allow the Flight Attendant to reduce the amount of vacation credit hours deducted from her/his accrual by remaining on Trips that would otherwise be dropped from her/his schedule and charged against

her/his accrual. A Flight Attendant may move (or "slide") a scheduled vacation period provided that as a result of such slide, she/he will remain responsible to fly on at least an equal or greater number of her/his originally scheduled Duty days and does not increase the total amount of vacation credit hours deducted from her/his accrual. Following is an explanation of the rules with examples of the application of the slide provisions of this Agreement and how such slides effect the charge made against a Flight Attendant's vacation accrual and the credit a Flight Attendant receives:

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

Example one:

VACATION WEEK										
FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO
868 PDX			823 YYC	---->	----> PDX			825 LGB	----> BOI	----> PDX

All six days of Trips 823 and 825 will be dropped. The Flight Attendant will receive credit for and her/his vacation accrual will be reduced by 27:26 hours (12:59 hours for Trip 823 plus 14:27 hours for Trip 825), unless she/he slides her/his vacation one day to the left to remain on Trip 825. In that case he/she would receive credit for and have her/his vacation accrual reduced by 12:59 hours (the credit value of Trip 823).

Example two:

VACATION WEEK										
TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU
832 BVI	----> TUS	----> PDX	809 LGB	----> PDX			255 LWS	----> YVR	----> PDX	

All five days of Trips 809 and 255 will be dropped. The Flight Attendant will receive credit for and her/his vacation accrual will be reduced by 23:05 hours (8:39 credit hours for Trip 809 plus 14:26 credit hours for Trip 255), unless she/he slides her/his vacation as follows:

- (a) two days to the right to remain on Trip 809. In that case, he/she will receive credit for and her/his vacation accrual will only be reduced by 14:26 hours (the credit value of Trip 255), or
- (b) three days to the left to remain on Trip 255. In that case, he/she will receive credit for and her/his vacation accrual will only be reduced by 20:46 hours (12:07 credit hours for Trip 832 plus 8:39 credit hours for Trip 809). This slide would not be permitted if the credit hours for Trip 832 were greater than the credit hours for Trip 255, because the slide would have increased the total vacation credit hours used in comparison with the credit hours used without any slide. A slide may not increase the total amount of vacation credit hours used.

Example three:

VACATION WEEK										
TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU
884 FAT	----> BOI	----> BOI	----> PDX				834 FAT	----> PDX	828 FAT	----> YYC

All nine days of Trips 884, 834 and 828 will be dropped. The Flight Attendant will receive credit for and her/his vacation accrual will be reduced by 39:27 hours (18:45 credit hours for Trip 884 plus 7:44 credit hours for Trip 834 plus 12:58 credit hours for Trip 828), unless she/he slides her/his vacation as follows:

- (a) one day to the right to stay on Trip 884. In that case, he/she will receive credit for and her/his vacation accrual will only be reduced by 20:42 hours (7:44 credit hours for Trip 834 plus 12:58 credit hours for Trip 828) or
- (b) one day to the left to remain on Trip 828. In that case, he/she will receive credit for and her/his vacation accrual will only be reduced by 26:29 hours (18:45 credit hours for Trip 884 plus 7:44 credit hours for Trip 834) or

- (c) three days to the left to remain on Trips 828 and 834. In that case, he/she will receive credit for and her/his vacation accrual will only be reduced by 18:45 hours (the credit value of Trip 884).

Example four (Mixed Bidline):

VACATION WEEK													
TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE
Off	Off	RA	RA	RA	834 FAT	-----> PDX	Off	Off	RA	RA	891 PDX	Off	Off

All five Duty days (three Reserve days and Trip 834) will be dropped. The Mixed Bidline holder will receive credit for and her/his vacation accrual will be reduced by 18:45 hours (3 X 3.67 plus 7:44 credit hours from Trip 834), unless she/he slides her/his vacation as follows:

- (a) one day to the left. In that case, he/she will receive credit for and her/his reduction of vacation accrual will remain at 18:45 hours (3 X 3.67 plus 7:44 credit hours for Trip 834), or
- (b) four days to the right. In that case, he/she will receive credit for and her/his vacation accrual will only be reduced by 14:07 hours (2 X 3.67 for the Reserve days plus 6:47 credit hours for Trip 891).

Note: The flight attendant would not be permitted to slide two days to the right. In that case, the credit would be 21:51 hours (2 X 3.67 for the Reserve days plus 7:44 credit hours for Trip 834 plus 6:47 credit hours for Trip 891). A slide may not increase the total amount of credit hours used.

- 2. If a Reserve Bidline holder has a continuous series or "block" of scheduled Reserve Duty, that penetrates her/his scheduled vacation period, she/he may move her/his vacation period the minimum number of days necessary in either direction (earlier or later), but not to exceed four days, in order to place the entire block of scheduled Reserve Duty outside of the moved vacation period, thus making the Flight Attendant available to perform Duty on all the scheduled Reserve Duty days in the block.

Example:

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

All five Reserve days will be dropped. The Reserve Flight Attendant will receive credit for and her/his vacation accrual will be reduced by 18:00 hours (5 X 3.60), unless she/he slides her/his vacation as follows:

- (a) one day to the left (in which case her/his credit and reduction of vacation accrual will remain at 18:00 hours (5 X 3.60), or
- (b) two days to the right (in which case her/his credit and reduction of vacation accrual will remain at 1800 hours (5 X 3.60), or
- (c) four days to the right (in which case her/his credit and reduction of vacation accrual will only be reduced by 10.8 hours (3 X 3.60).

- 3. A vacation slide may not result in any new partial conflict with another Trip or Block of Reserve days that did not exist with the scheduled vacation period.

Example one:

VACATION WEEK													
WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	
866 TUS	---> PDX	887 BOI	---> TUS	---> PDX				840 LGB	---> BOI	---> TUS	---> PDX		

All seven days of Trips 887 and 840 will be dropped. The Flight Attendant will receive credit for and her/his vacation accrual will be reduced by 32:58 hours (15:19 credit hours for Trip 887 and 17:39 credit hours for Trip 840), unless she/he slides her/his vacation one day to the right to stay on Trip 887. In that case, the Flight Attendant will receive credit for and her/his vacation accrual will be reduced by 17:39 credit hours (the value of Trip 840). Sliding the vacation period three days to the left would result in a partial Trip conflict which did not

already exist prior to the original vacation period being moved and would therefore not be allowed.

Example two:

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

All five Reserve days will be dropped. The Reserve Flight Attendant will receive credit for and her/his vacation accrual will be reduced by 18:00 hours (5 X 3.60). If she/he slides her/his vacation two days to the left her/his reduction of vacation accrual will remain at 18:00 hours (5 X 3.60). However, if she/he attempts to slide her/his vacation three days to the right, it would result in a new conflict with a series of Reserve days which did not already exist prior to the original vacation being moved and would therefore not be allowed.

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

Example:

VACATION THAT BEGINS IN ONE BID PERIOD AND ENDS IN THE NEXT																		
TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO
811 LGB	---> GB	----> YYC	----> PDX				820 TUS	---> LGB	---->	----> PDX								
										801 BOI	----> SMF					822 TUS	---> DEN	---->

All seven days of Trips 811 and 820 that fall in the first bid period will be dropped. The Flight Attendant will receive credit for and her/his vacation accrual for that bid period will be reduced by 36:04 hours (21:04 credit hours for Trip 811 plus 15:00 credit hours for the

portion of Trip 820 that falls in the first bid period), unless she/he slides her/his vacation period one day to the right in accordance with paragraph E.5, in which case, the Flight Attendant will receive credit for and her/his vacation accrual for that bid period will only be reduced by 15:00 hours (the portion of Trip 820 that falls in the first bid period). As a result of her/his bid award for the subsequent bid period, the Flight Attendant will have all five days of Trips 801 and 822 in the subsequent bid period that are encompassed by the vacation period dropped. The Flight Attendant will receive credit for and her/his vacation accrual will be reduced by an additional 32:04 hours (13:59 credit hours for Trip 801 plus 18:05 credit hours for Trip 822).

5. A Flight Attendant with scheduled vacation in the first week of a bid period, either as a single week or as part of a multiple week vacation starting in the prior bid period, may slide her/his vacation to the right at the time slides are being considered for the prior bid period without knowledge of her/his bid award for the subsequent bid period (a "blind slide"). However, a blind slide may not be exercised if it would result in the last day of the new vacation period being July 2,3, or 4; December 23, 24, or 25; December 30, 31 or January 1; or the Tuesday or Wednesday before Thanksgiving.
6. Vacation slide options by Flight Attendants shall be exercised in accordance with the following procedures:
 - a. A Flight Attendant who has scheduled vacation in a bid period shall have the right to slide unless she/he waives that right by so indicating on the bid triangle for that bid period.
 - b. During the period ending at 0800 hours Portland time of the second calendar day after publication of the preliminary bid awards, a Flight Attendant who has not already waived her/his right, may leave a message directing the Company to slide her/his vacation in the phone mail box reserved by the Company for that purpose. If the Flight Attendant fails to provide slide directions for a slide that is permissible under this section by the deadline hour, she/he shall forfeit the right to slide for that vacation period.
7. Vacation movement directions by a Flight Attendant shall be either: "Slide left", which means move the vacation period earlier to avoid interference with a Trip (or continuous Reserve day block) that penetrates the end of the vacation week, or "Slide right", which means move the vacation period later to avoid interference with a Trip (or

continuous Reserve day block) that penetrates the beginning of the vacation week.

- a. Vacations scheduled for the first week of a bid period may only be slid to the right except when vacation is scheduled for two weeks with the first week at the end of one bid and the second week at the beginning of the following bid, per the Example in E.4.

she/he slides her/his vacation three days to the left., in which case, she/he will receive credit for and her/his vacation accrual will only be reduced by 21:04 hours (the value of Trip 811). (Because this vacation week falls on the last seven days of the bid period, the Flight Attendant does not have the option of sliding the vacation period to the right into the next bid period.)

Example:

VACATION DURING THE FIRST WEEK OF THE BID PERIOD										
TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU
820 TUS	--> LGB	-->	--> PDX							

All three days of Trip 820 from the preceding bid period will be dropped. The Flight Attendant will receive credit for and her/his vacation accrual will be reduced by 15:00 hours (the portion of Trip 820 that falls in the first bid period) in the preceding bid, unless she/he slides her/his vacation one day to the right in accordance with paragraph E.1. so as to remain legal to fly all of Trip #820. (Because this vacation week falls on the first seven days of the bid period, the Flight Attendant does not have the option of sliding the vacation period to the left. Further, the remainder of her/his vacation accrual reduction will only be determined once her/his bid award has been determined for the bid period in which the vacation period falls.)

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

Example:

VACATION DURING THE LAST WEEK OF THE BID PERIOD										
TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU
811 LGB	----> LGB	---->	----> PDX				820 TUS	----> LGB	---->	----> PDX

All eight days of Trips 811 and 820 will be dropped. The Flight Attendant will receive credit for and her/his vacation accrual will be reduced by 36:04 hours (21:04 credit hours for Trip 811 plus 15:00 credit hours for the portion of Trip 820 that falls in the first bid period), unless

ARTICLE 11

UNIFORMS

A. A Flight Attendant shall wear the standard uniform(s) as prescribed in Company regulations at all times while on Duty.

B. From time to time, the Company shall set the standard uniforms to be worn by Flight Attendants, including the items supplied by the Company, those furnished by Flight Attendants, and any optional items. The Company will notify the Association of any change in uniform items. As of December 21, 2009, the uniform items are as set forth below.

1. Items supplied by the Company are as follows:

- 4 shirts or blouses (any combination of short and long sleeve)
- 2 skirts or slacks/pants/skorts
- 1 pair shorts
- 3 pair socks (for use with shorts uniform, men)
- 1 "Ike" jacket (men)
- 1 mock turtleneck sweater (men)
- 1 Audrie jacket (women)
- 1 coat (raincoat with zip in/out lining)
- 1 apron (with embroidered first name)
- 2 ties (men)
- 1 zip-up vest (women)
- 2 scarves (women)
- 1 belt
- 2 name tags
- 1 insignia wings
- 1 suitcase
- 1 daybag

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

- shoes
- socks (or stockings)
- wristwatch

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

- eyeglasses
- jewelry
- gloves (black)
- wool scarf (black)
- garment bag (black)
- tote bag (black)
- umbrella (black)
- hat
- wool coat
- Company designation optional purchase items

4. Initial Issue: Until the Flight Attendant has paid the Initial Issue Uniform Fee in full (see Section C.1. below), the Company may provide a limited or modified issue of initially provided uniform items. Any limited list, or modified initial issue items, or procedure for limiting the initial issue, shall be approved by the Association.

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

1. INITIAL ISSUE UNIFORM FEE. As a condition of its initial employment offer to a Flight Attendant, the Company shall require payment of an amount that approximates the Company's cost of the initial-issue new items provided. As of December 21, 2009, the initial-issue new Uniform fee is \$500. The Company may allow the Flight Attendant to pay a portion of the initial-issue fee by payroll deduction after she/he is employed, provided the Flight Attendant signs a written agreement allowing the Company to deduct any amount still owing on termination of employment from her/his final paycheck. When payroll deduction is used, the deduction may not exceed \$25.00 per bi-weekly pay period.

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

estimate of costs in advance, and the submission of an invoice or paid receipt for payment or reimbursement.

3. UNIFORM MAINTENANCE EXPENSES. A full-time Flight Attendant shall be paid \$18.46 bi-weekly for the maintenance of her/his uniform. A Part-Time Flight Attendant, or a Flight Attendant who is ineligible for benefits, shall be paid \$9.23 bi-weekly for the maintenance of her/his uniform.
4. UNIFORM REPLACEMENT. The Company will exchange items of initial-issue at no cost to the Flight Attendant when replacement is necessary due to normal wear or defective manufacture, as determined by the Director of Inflight, or in case of uniform style change.

D. RETURN OF UNIFORMS. All uniform replacement items furnished by the Company without cost to the Flight Attendant shall remain the property of the Company. Flight Attendants shall retain their uniforms while on furlough or leave of absence; however, upon termination of employment, all uniform items paid for by the Company shall be returned. The Company may require each Flight Attendant to sign an agreement allowing the Company to withhold from the Flight Attendant's final paycheck 50% of its cost for any issued item not returned. No part of the initial issue uniform fee shall be refunded upon termination; however, initial issue uniform items may be retained.

ARTICLE 12

SENIORITY

A. Flight Attendant Seniority

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

1. A Flight Attendant who transfers to a supervisory/management position within the Inflight Department shall continue to accrue seniority for a period of six months. Thereafter, she/he shall retain, but not accrue, seniority for an additional six months.
2. A Flight Attendant who transfers to any other position within the Company shall retain, but not accrue, seniority for one year.
3. Flight Attendant seniority shall be used for computing pay, determination of bidding rights, order of furlough and recall, vacation preferences and Domicile assignments in accordance with the provisions of this agreement and as otherwise stated in this agreement. In accordance with Article 6, Bidlines shall be awarded in order of Flight Attendant seniority at each Domicile.

B. Company Seniority

Company seniority is length of service with the Company determined in accordance with Company policy of general applicability.

1. The Company may compute Company Seniority differently for purposes such as for awards of service pins as compared to total sick leave accrual.
2. Company Seniority shall be used by the Company for computing years of service for determining vacation accrual rate, total accrued sick leave, eligibility for on-line and interline reduced rate travel benefits, and for

any other purpose that is not inconsistent with any specific provision of this Agreement.

3. The Company shall not compute Company Seniority more favorably for any other recognized group of Horizon employees.

C. Probationary Period

The regular probationary period for a Flight Attendant shall be six (6) full bid periods (210 days), after completion of her/his I.O.E. Any period of thirty (30) consecutive days or more during which a Flight Attendant performs no Flight Attendant duties during the probationary period shall be added on to the probationary period. The Company shall have the unilateral right to extend the probationary period for up to four (4) additional bid periods (140 days) for performance-related reasons, provided that the Flight Attendant is given written notice of such extension prior to the conclusion of her/his regular probationary period. Such notice shall contain the specific performance-related reasons for the extension, the length of the extension, and the date on which the extended probationary period is to be completed.

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

D. Correction of Flight Attendant Seniority

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

ARTICLE 13

LEAVES OF ABSENCE

A. General

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

1. Except when authorized as described below, a Flight Attendant may not work for another employer while on Leave of Absence. Unauthorized work will result in termination of the leave of absence.
 - a. Any work while on a leave of absence must be consistent with the purpose of the leave of absence when it was granted and may not be inconsistent with the requirement that her/his Flight Attendant job is her/his primary work commitment. Except when the work is within the express purpose of the leave (as in a Military Leave of Absence or a medically approved rehabilitation job while on a Medical Leave), a Flight Attendant must inform the Company in a timely way of such other employment and provide enough detail about the nature of such other employment to allow the Company the ability to determine whether or not it is consistent with the reason or purpose for the Leave of Absence. Information that routinely will be required includes:
 - (1) Description of job, including job title
 - (2) Name of employer and address of workplace
 - (3) Hours of work (number of hours per week and how scheduled)
 - (4) Benefits provided (e.g. medical) including Company provided descriptions of the applicable benefit plans
 - (5) Name and telephone number of contact person with other employer who can confirm information regarding the job

b. Examples when working for another employer while on a leave that likely will be approved shall include, but shall not be limited to:

- (1) A Flight Attendant who already has secondary employment at someplace other than the Company prior to being granted an authorized Leave of Absence shall be permitted to continue in such other employment while on the leave provided her/his secondary work schedule does not exceed her/his secondary work schedule that existed prior to obtaining the Leave of Absence, except to the extent such job meets the requirements of paragraphs (2) or (3) below.
- (2) A Flight Attendant who is only occupationally disabled while on a Medical or Workers Compensation Leave of Absence may work to compensate for lost income from the Company, provided her/his work load does not cause her/him to exceed any work limitations that justified granting the Leave of Absence in the first place.
- (3) A Flight Attendant on a personal leave may have a job that supports the purpose for which the leave was granted. For example, a Flight Attendant on a personal leave to go to school may have a part-time job that does not conflict with her/his school schedule.

c. In no case shall a Flight Attendant who is working while on a Leave of Absence be eligible to use sick leave, vacation, salary continuation or medical benefits from Horizon Air and her/his other employer at the same time.

2. Reinstatement from a Leave of Absence shall be at the Flight Attendant's last Domicile, but may be delayed until the beginning of the next bid period by the Director of Inflight. If a Flight Attendant has not been awarded a Bidline, she/he may be assigned Reserve for the remainder of the bid period.
3. If a Flight Attendant does not return to work on her/his scheduled return date, she/he shall be terminated unless appropriate arrangements for

an alternate return date have been made in writing with the Director of Inflight prior to the scheduled return date. In any case, the Company may reassign the remainder of her/his current Bidline and require her/him to be available for Reserve assignment for the remainder of the bid period.

4. Administration of the Company's Leave of Absence Policy is currently the responsibility of the Safety and Health Department's Leave and Disability desk. All requests for leaves of absence should be submitted by the Flight Attendant on the form prescribed by the Company, together with any supporting documentation to the Director of Inflight or the Leave and Disability Desk, as appropriate. The Director of Inflight or the Leave and Disability desk, as appropriate, will respond to the Flight Attendant's request by informing the Flight Attendant of the type of leave that will be granted, the length of the leave and any benefits that the Company will make available during the leave.
5. The Flight Attendant's Company and Flight Attendant Seniority and years of service for pay purposes shall be retained and continue to accrue during a leave of absence, unless otherwise outlined in this Article.
6. If possible, Flight Attendants must provide 30 days advance notice of an intended Leave of Absence. If 30 days notice for a foreseeable leave is not given, the leave may be delayed until 30 days after notice is given.

B. Medical Leave of Absence

A Medical Leave of Absence shall be granted in accordance with Paragraph 1 below to a Flight Attendant who is unable to perform her/his Flight Attendant duties due to illness, injury or any other temporary disabling condition, provided such illness, injury or other disabling condition did not arise out of her/his employment with the Company. The period of the leave shall coincide with the duration of the disability and, except for pay purposes, Flight Attendant seniority shall continue to accrue during a Medical Leave of Absence. Sick leave and Vacation shall continue to accrue while the Flight Attendant remains on the payroll. If the Flight Attendant returns to work within one year from the first date of missed work due to illness or injury, her/his Company seniority and years of service for pay purposes shall be restored. If the leave exceeds one year, she/he will be regarded as a new hire for these purposes.

1. A Medical Leave of Absence will be granted if a Flight Attendant provides medical documentation from a physician that indicates she/he is expected to be disabled for two consecutive weeks or more. A Flight Attendant who has not otherwise arranged for a Medical Leave of Absence and who has been out of work due to illness, injury or any other disabling condition for a period of two consecutive weeks or more will be placed on a Medical Leave of Absence, pending receipt of medical documentation, beginning on the fifteenth day.
2. When a Flight Attendant is placed on a Medical Leave of Absence, the remainder of her/his awarded bid line shall be reassigned. Once she/he is able to return to work, available Trip and/or Reserve assignments, as mutually agreed upon between the Company and the Flight Attendant, will be arranged until the next bid period for which she/he is able to bid.
3. Sick leave and STD leave will be paid during a Medical Leave of Absence until it is exhausted, unless or until the Flight Attendant elects that it not be paid. Once discontinued, sick leave may not be resumed during the Leave. Vacation pay may be requested in conjunction with the start of the Leave of Absence, or upon exhaustion of sick/STD leave. Requests for vacation pay to begin (after sick/STD leave exhaustion) must be received in writing by Crew Pay Services at least 10 days prior to the date the bi-weekly check is paid in order to be effective for that biweekly check.

Example: The next bi-weekly check for Flight Attendants will be issued 3/28 for the pay period that ends 3/22. Crew Pay would have needed notification by 3/19 in order for it to make next week's check.

4. A Flight Attendant on Medical Leave of Absence shall continue to be covered by the Horizon Air group insurance plan and may continue dependent coverage by paying the employee portion of the coverage cost, so long as timely payment is made therefore, for up to six months, or until the Flight Attendant has other employment under which she/he is able to obtain coverage for illness or injury related medical costs. Thereafter, the Company will process an administrative payroll separation and the Flight Attendant may continue group insurance coverage to the extent provided by COBRA, provided she/he complies with all COBRA requirements. When more than one Medical Leave of Absence is granted for the same condition, the six months' of group insurance coverage referenced above shall be cumulative and will not start anew with a subsequent related Medical Leave of Absence.

"Same condition" includes a related condition, treatment for the condition, a complication arising out of the condition or an aggravation of the condition.

5. A Medical Leave of Absence is expressly intended to afford a Flight Attendant with sufficient time to fully recover from an illness, injury or other temporary disabling condition so that upon her/his return to work, she/he will be able to regularly work her/his Flight Attendant schedule on an ongoing basis. Excessive absence (other than authorized Family Leave of Absence granted in accordance with Paragraph E below) may result in termination of employment if it is unlikely that the Flight Attendant will be able to regularly work her/his schedule on an ongoing basis, even if a medical condition is all or a part of the reason, and notwithstanding whether a Flight Attendant is eligible for a Medical Leave of Absence or whether her/his prior absences have been covered by one or more Medical Leave(s) of Absence. Any disagreement over whether the Flight Attendant is medically fit to perform her/his Flight Attendant duties or whether it is unlikely that the Flight Attendant will be able to work her/his schedule on an ongoing basis for medical reasons shall be settled by use of a Physical Examination pursuant to Article 9 of this Agreement.

C. Workers Compensation Leave of Absence

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

1. A Flight Attendant will be paid any accrued sick leave during the statutory waiting period and may request the Company to deduct an amount equal to all or a portion of the temporary total disability (time-loss) payments she/he receives for the waiting period if the combined sick leave and time-loss payments exceed her/his regular pay. If so, an equivalent amount of sick leave will be restored to the Flight Attendant's sick leave accrual. Other sick/STD leave use will be governed by Article 8, Section B.3.
2. A Flight Attendant on a Workers' Compensation Leave of Absence shall continue to be covered by the Horizon Air group insurance plan and may continue dependent coverage by paying the employee portion of the coverage cost, so long as timely payment is made therefore, for up to six months. Thereafter, the Company will process an administrative payroll separation, and the Flight Attendant may continue group

insurance coverage to the extent provided by COBRA, provided she/he complies with all COBRA requirements.

D. Recuperative Leave of Absence

A Flight Attendant may be granted a Leave of Absence for a period not to exceed 90 days for the purpose of rest or recuperation after a disabling medical condition, such as pregnancy. Except during any period she/he remains on the payroll, neither sick leave nor vacation shall accrue.

1. A Flight Attendant may utilize accrued vacation during a Recuperative Leave of Absence provided a request is made in conjunction with the request for the Leave of Absence or upon exhaustion of sick/STD leave. Requests for vacation pay to begin (after sick/STD leave exhaustion) must be received in writing by Crew Pay Services at least 10 days prior to the date the bi-weekly check is paid in order to be effective for that biweekly check.

Example: The next bi-weekly check for Flight Attendants will be issued 3/28 for the pay period that ends 3/22. Crew Pay would have needed notification by 3/19 in order for it to make next week's check.

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

E. Family Leaves of Absence

1. Family Leaves of Absence are leaves that are legally required by Federal and some State's laws to be granted for reasons such as the following:
 - a. for the birth of a son or daughter and care of the newborn child;
 - b. for the placement with the employee of a son or daughter for adoption or foster care;
 - c. to care for the employee's spouse, son, daughter or parent with a serious health condition; or

d. because of a serious health condition that makes the employee unable to perform the functions of her/his job.

2. When these laws specify conditions related to the number of employees working at the employee's work site be met, it is the intent of the Company that the Family Leaves available in accordance with this Family Leave policy be made available to all Flight Attendants who qualify under the policy, even if the federal or applicable state law would not require the granting of the leave in the case of a particular employee because the number of employees working at or near her/his work site location are too few. However, no intermittent leave will be granted unless all the legal requirements for such leave are met, including the applicable state or federal requirement regarding the number of employees working at the Flight Attendant's worksite.
3. Flight Attendants eligible for Family Leaves of Absence may also be eligible for Medical and Recuperative Leaves of Absence under which greater benefits are provided. A Flight Attendant who is eligible for both a Family Leave and a Medical or Recuperative Leave shall be granted both leaves concurrently and shall be provided the benefit of the more liberal leave benefit provisions while eligible for that leave.

F. Personal Leave of Absence

When the requirements of the service permit, as determined by the Company, a Personal Leave of Absence may be granted to a Flight Attendant who has successfully completed her/his probationary period. A Flight Attendant shall retain and continue to accrue Flight Attendant seniority while on a Personal Leave of Absence for all purposes except pay. Notwithstanding Article 12.A.3., when determining the date that a pay scale step increase is due, time on a personal leave of absence shall not be counted. Neither sick leave nor vacation shall accrue.

1. A Personal Leave of Absence may be granted for reasons such as family illness or education. A Personal Leave of Absence may not be granted for the purpose of seeking or engaging in other employment.
2. A request for a Personal Leave of Absence must be submitted in writing and requires approval of the Director of Inflight. The request must state the reason for the leave.
3. The minimum period for which a Personal Leave of Absence will be granted is two weeks. The maximum period is six months.

- a. Except when needed because of an emergency, if the length of the requested leave is five weeks or more, the commencement and expected date of return must coincide with the beginning of a bid period. The request for such a leave should normally be submitted prior to the closing date for bids for the bid period that the leave will commence.
- b. Personal leaves requests for less than one bid period in length must be submitted prior to the closing dates for bids for the bid period during which the time off is requested. If more than one leave request for the same time period is received they will be considered in order of seniority of the requesters. If the leave is granted, the Flight Attendant shall be assigned, as appropriate for her/his seniority for that bid, a Coverage line with Trip and Reserve assignments, or a Reserve line, for the other weeks in the bid period.

- 4. A Flight Attendant desiring to return to work prior to the date of expiration of the leave must give at least two weeks notice prior to the new expected date of return and may only return to work early with Company approval.
- 5. A Flight Attendant on a Personal Leave of Absence may continue group insurance coverage to the extent permitted by COBRA, provided she/he complies with all requirements of COBRA.
- 6. A Flight Attendant on a Personal Leave of Absence may maintain currency by attending recurrent training without compensation. If she/he has not maintained currency, she/he will be placed in the first recurrent training class after she/he returns from leave and shall be reinstated to pay status as of the first day of training.

G. Military Leave of Absence

- 1. A Military Leave will be granted as required by Federal law and regulations applying thereto. A Flight Attendant's right to return to employment, seniority, and benefits shall be governed by and limited to the protection afforded in the Uniformed Services Employment and Reemployment Rights Act (USERRA) as currently in effect or as hereafter amended.
- 2. A Flight Attendant participating in Reserve or National Guard training is required to give the Company notice and is encouraged to submit

written notification indicating the inclusive dates of anticipated duty accompanied by military orders, as early as possible. Although Military Leave is unpaid, a Flight Attendant may elect to collect any vacation pay to which she/he is entitled during the period of her/his absence.

H. Leaves of Absence for Maternity

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

- 1. In the case of a combined Maternity Leave of Absence, or if a Flight Attendant wants to plan her Medical Leave of Absence before she is disabled, the Company will presume the Flight Attendant is disabled commencing with the 19th week of pregnancy and ending four weeks after the actual date of childbirth or miscarriage and will treat that period as a Medical Leave of Absence; however a Flight Attendant shall be entitled to a Medical Leave for any period (not to exceed one year) that she is disabled and not medically fit to perform her Flight Attendant duties.
- 2. A Flight Attendant is encouraged to notify her supervisor upon discovering that she is pregnant, but shall not be required to do so until she enters her 4th month of pregnancy. Provided that she remains medically fit to perform her work, a Flight Attendant who is pregnant may continue to work through the 31st week of her pregnancy. The Company will loan a Flight Attendant who continues to work two maternity uniforms which must be returned in useable condition, cleaned and pressed, when the Flight Attendant goes on maternity leave.

I. Bereavement Leave/Pay

A Flight Attendant will be granted four, and subject to staffing limitations, up to ten consecutive Days Off when needed in connection with the death of a family

member or friend. The Director of Inflight's determination, based on staffing limitations, of the additional time off shall be final. If the death is of the Flight Attendant's parent, grandparent, spouse, domestic partner, child, brother or sister or her/his spouse's or domestic partner's parent or child, the Flight Attendant will be credited with four Trip or Reserve days. The four days credited will be the first four consecutive working days that fall within the Bereavement leave. Bereavement pay must be approved by the Director of Inflight. The Director of Inflight may require proof of relationship be provided if she/he has a concern with the legitimacy of the bereavement pay. Credit value for any unpaid Trips, or portions thereof, or Reserve days dropped may be restored from a Flight Attendant's vacation accrual, at her/his option and discretion.

J. Jury Duty

1. A Flight Attendant who is summoned for Jury Duty will not suffer any Loss of Pay, seniority or position (Domicile or extra pay classification) as a result of performing Jury Duty. A Flight Attendant who is called for Jury Duty must advise her/his supervisor as soon as possible after being notified of her/his call for Duty so that coverage of her/his Bidline may be arranged. A Flight Attendant is expected to report her/his availability for work if she/he is released from Jury Duty during any day that she/he was scheduled to work (including weekends and other days the court is not in session), except that the Flight Attendant will not be required to work on the weekend if she/he has served jury duty for the entire week preceding the weekend or is scheduled for jury duty for the entire following week. As an alternative to reporting availability to work on weekends and other days the court is not in session, the Flight Attendant may trade, with the agreement of her/his supervisor, any such scheduled work days for alternative work days that the court is in session.
2. During any day that the Flight Attendant was originally (or alternatively) scheduled to work and has been excused from Jury Duty, she/he may be assigned to be on Reserve or to a Trip so long as she/he is scheduled to be released from any Duty no less than ten (10) hours prior to her/his next scheduled reporting time for Jury Duty. So long as the Flight Attendant provides a record of her/his actual jury service, pays to the Company all pay received for performing Jury Duty, and reports her/his availability for work as required, the Company will continue to pay her/his guarantee while the Jury Duty continues. Any reimbursement for expenses related to Jury Duty (such as mileage, parking, and meals) that is provided shall not be regarded as pay for performing Jury Duty and may be retained by the Flight Attendant.

ARTICLE 14

FURLOUGH AND RECALL

A. Furlough

1. When the Company plans to reduce the net headcount of Flight Attendants system wide, the Flight Attendant(s) with the least Flight Attendant seniority system-wide shall be tentatively selected for furlough at the time it puts out the Bidlines for a bid period. For any furlough not coinciding with the beginning of a bid period, tentative notification will be provided no less than 15 days prior to the furlough date.
2. Prior to any net reduction in system-wide Flight Attendant headcount, the Company will first offer voluntary furloughs. (See A.4, below.) In the event there are an insufficient number of requests for Voluntary Furlough, the most junior Flight Attendant system-wide shall be furloughed. After consideration of requests for Voluntary Furlough, written notification of furlough shall be sent no later than 10 days before the furlough date by certified mail, with delivery confirmation, to all those finally selected.
3. A furloughed Flight Attendant shall retain her/his Flight Attendant seniority for a period of eighteen (18) months from the date of the furlough. Except as described in A.4., below, there shall be no coverage under the Horizon Air medical dental plan for the Flight Attendant and her/his dependents except as provided by COBRA, and air travel benefits after being furloughed are limited. (Current policy and agreement with Alaska Airlines provides for a single termination pass on the Horizon Air-Alaska Airlines route system.)
4. Voluntary Furlough
 - a. Any Flight Attendant who is in Active Working Status or on a leave of absence offered by the Company solely for the purpose of reducing excess staffing (CLOA), and who is senior to the most senior Flight Attendant tentatively selected for involuntary furlough may submit a bid for a voluntary furlough. Voluntary furloughs will be awarded in system seniority order, up to the number of Flight Attendants tentatively selected for involuntary furlough.

- b. A voluntarily furloughed Flight Attendant will have a one-time opportunity to elect to return to Active Working Status after ten bid periods, if she/he has not already been recalled. Notice of such election must be provided to the Company no later than the end of the eighth bid period of the voluntary furlough.
- c. Flight Attendants will be provided the following benefits while on voluntary furlough:
 - (1) Pass privileges on Alaska and Horizon for up to twelve (12) months.
 - (2) Active service credit for retirement for up to twelve (12) months.
 - (3) Company paid COBRA coverage (employee only; dependent coverage may be paid by the Flight Attendant) up to twelve (12) months for Flight Attendants with five (5) years of Seniority or more.
 - (4) Flight Attendant seniority, except for pay, will continue to accrue during the eighteen month seniority retention period provided for in Section A.3., above.

B. Recall

- 1. Recall shall be in order of seniority of the furloughed Flight Attendants.
 - a. An involuntarily furloughed Flight Attendant may be recalled to any Domicile at which a vacancy exists. If there are vacancies at more than one domicile at the time of recall, and more than one Flight Attendant is being recalled, Flight Attendants will be allowed to select their Domicile in seniority order. If a Flight Attendant is unable to select the Domicile from which she/he was furloughed the first time she/he is offered recall, she/he may decline the offer of recall.
 - b. A voluntarily furloughed Flight Attendant may decline recall to a Domicile other than the one from which she/he was furloughed until there is no Flight Attendant junior to her/him still on furlough who is awaiting recall to the same Domicile.

- c. Unless previously recalled, a voluntarily furloughed Flight Attendant will be recalled at the end of eighteen (18) months from the date of furlough, even if doing so would result in additional involuntary furloughs.
- 2. A written recall notice shall be sent to each Flight Attendant entitled to recall by certified mail, with delivery confirmation, to the last address provided by the Flight Attendant. A Flight Attendant must notify the Company within ten (10) days after delivery of any written recall notice of her/his intent to return to work on the date specified in the recall notice. It is the Flight Attendant's responsibility to keep the Company informed of her/his correct address and provide coverage of her/his mail in case a recall notice is sent while she/he is away from her/his address.
- 3. If a Flight Attendant has not accepted recall by the tenth day, the Company shall recall the next most senior furloughed Flight Attendants in accordance with the preceding paragraph by certified mail, with delivery confirmation.
- 4. A Flight Attendant who is recalled shall not be furloughed again for at least one full bid period after accepting recall. However, a Flight Attendant who accepts a recall offer and fails to report for work on the date specified, or who does not respond to a written recall notice by the required tenth day may be terminated.

C. Emergency Service

Notwithstanding Section B above, the Company may ask the furloughed Flight Attendants in a Domicile with a temporary staffing shortage to return to work for a period of time that does not exceed one bid period. When doing so, it shall place telephone calls to the furloughed Flight Attendants in order of seniority until a sufficient number who respond have accepted. If the vacancy is a continuing one, it shall be filled in accordance with Section B, above, at the beginning of the next bid period. No Flight Attendant shall be terminated for failure to respond to an Emergency Service request under this Section C.

ARTICLE 15

TRANSFERS BETWEEN DOMICILES

A. Filling of Vacancies

1. When a Domicile vacancy requiring ten or more Flight Attendants occurs or a new Domicile is established, the Company will post a notice at each other Domicile indicating the number of vacancies, the date the Flight Attendant will be required to be available for Duty at the new Domicile and the date by which all bids must be received by the Director of Inflight.
2. If there are bids for the vacancy(ies), the Company will transfer those bidders with the greatest Flight Attendant Seniority. A Flight Attendant may withdraw her/his bid at any time prior to the time she/he is offered an opportunity to transfer.
3. A Flight Attendant transferred to fill a vacancy shall be available to begin the assignment on the date set by the Company. Prior to but no more than nine (9) months following the commencement of her/his assignment at her/his new Domicile, her/his work schedule shall include a period of no less than four consecutive Days Off to relocate to be taken in accordance with the procedures of Article 16 (Moving Expenses). However, a Flight Attendant that voluntarily transfers shall not be entitled to any moving expense reimbursement under such Article.

B. Voluntary Transfers Between Domiciles

Attrition, through employee terminations, resignations, retirements, deaths, leaves of absence and the voluntary transfer of other Flight Attendants, is used to reduce or move staffing while minimizing the need for furloughs and/or involuntary displacements. Therefore, such attrition will not necessarily create a vacancy. The Company will facilitate requests for Domicile transfers and trades in accordance with the following:

1. Voluntary Transfer Procedures:
 - a. Requests for voluntary transfers shall be made on the form provided by the Company for that purpose.

- b. A Request for Transfer must be received by the 40th day before the first day of the bid period for which the transfer is requested and will only be effective for the one bid period.
- c. A Request for Transfer may be withdrawn at anytime before the submission deadline; however, a Flight Attendant may not decline her/his transfer request after it has been approved.
- d. Transfer Requests will be awarded to eligible Flight Attendants in seniority order of the requesters at each Domicile. Equal transfers between Domiciles will be awarded provided they do not adversely affect the Company's staffing requirements.
- e. Flight Attendants will be notified if their Requests for Transfer were approved no later than the 23rd day before the first day of the bid period for which the transfer would be effective.

2. Limitations on Domicile Bidding

- a. After accepting a Domicile assignment, a Flight Attendant may not bid for another Domicile assignment that will begin sooner than the beginning of the 4th bid period after the beginning of the first bid period at the Domicile.
- b. Notwithstanding the foregoing limitation, the Director of Inflight may approve the early transfer of a Flight Attendant in case of a hardship caused by changed circumstances that were not foreseeable at the time she/he chose the Domicile, or whose initial Domicile assignment after completion of IOE was not her/his first choice.

C. Involuntary Transfer

1. If there are vacancies at a Domicile that have not been filled by bidding, the Company may fill these vacancies by hiring additional Flight Attendants, or by transferring Flight Attendants from other Domiciles. However, the Company will not hire a new Flight Attendant for a vacancy while any Flight Attendant remains on furlough, other than for a vacancy at a Domicile that has been declined by all those on furlough who are able to decline recall pursuant to Article 14, or transfer pursuant to this Article.

2. When Flight Attendants at any Domicile are involuntarily transferred to another Domicile for any reason, they shall be displaced in reverse order of seniority of the Flight Attendants at the affected Domicile. Those selected will be provided the opportunity to select among the Domicile vacancies in order of seniority. Involuntarily transferred Flight Attendants shall be considered transferred at Company request for purposes of Moving Expenses reimbursement (Article 16).

D. Vacancies Caused by Furlough

1. If a furlough results in excess staffing at one or more domiciles, and a shortage of Flight Attendants at other domiciles, the Company shall first offer voluntary transfers for the vacancies so created to Flight Attendants at domiciles with excess staffing. The number of voluntary transfers from a domicile shall be limited to the number of excess positions at that domicile. Voluntary transfers from a Domicile will be awarded in system seniority order.
2. If there are insufficient requests for voluntary transfer to fill the furlough-caused vacancies, the Company will involuntarily transfer the least senior Flight Attendant(s) from domiciles with excess staffing, with those selected provided the opportunity to select among the domicile vacancies in system seniority order.

E. Domicile Closure

1. If the Company closes a Domicile, it will notify the affected Flight Attendants in writing at least 60 days prior to the effective date of the closing of the Domicile.
2. In the event of a domicile closure with no reduction in system-wide Flight Attendant headcount, no Flight Attendant will be furloughed unless she volunteers to avoid an involuntary transfer.
 - a. Flight Attendants from the domicile that is closing may choose to transfer among available domicile vacancies by seniority.
 - b. If a Flight Attendant volunteers to be furloughed, rather than to transfer immediately, she/he may delay exercising her/his right to fill a vacancy for up to eighteen (18) months.
 - c. A Flight Attendant who has elected to delay exercising her/his right to fill a vacancy may notify the Company at any time

during the eighteen (18) months that she/he now elects to transfer. After the Company receives the notice of election, it will transfer the Flight Attendant provided that an opening exists at the requested domicile(s). It will not hire any new Flight Attendants at those Domiciles before transferring the Flight Attendant who made the election. If the Flight Attendant has not transferred to a new Domicile by the end of eighteen (18) months, her/his seniority-retention period will be extended until an opening at another Domicile exists. At that time, she/he will be offered a transfer opportunity and must accept it or have her/his employment terminated. If the seniority retention period of more than one Flight Attendant ends on the same date, openings will be offered in system-seniority order, and if there are openings at more than one domicile at the same time, the choice of domiciles will be offered in system seniority order.

- d. All transferees in a domicile closing shall be considered as moving at Company request (involuntary transfer) and will be eligible for moving expenses under Article 16.

3. In the case of a simultaneous Domicile closure and furlough, the procedures described in Paragraph 2 of this section will be followed after the necessary number of vacancies are created at other domiciles pursuant to a furlough under Article 14.

F. Transportation Furnished to Transferred Flight Attendants

The Company will provide on-line, space-available transportation to a Flight Attendant, her/his spouse and dependent children as necessary to move from her/his old Domicile to her/his new Domicile. If the move is an involuntary transfer, Company business (W-4) or its equivalent) priority will be authorized.

ARTICLE 16

MOVING EXPENSES

A. Qualifying for Expenses and Time Off

A Flight Attendant shall be eligible to receive Company paid moving expenses and time off under this Article if she/he moves to another Domicile at Company request pursuant to Article 15 (Transfers Between Domiciles) prior to but no more than nine (9) months following the commencement of her/his assignment at her/his new Domicile. A Flight Attendant shall not be eligible for moving expenses or time off under this Article for her/his initial Domicile assignment.

B. Time Off for Relocation

A Flight Attendant's schedule shall be reduced, as necessary to include a period of no less than four consecutive Days Off to relocate. If the Flight Attendant was involuntarily transferred, she/he will suffer no loss of pay. A Flight Attendant may select the time to relocate provided there are adequate crews and Reserves then available as determined by the Director of Inflight. If the time the Flight Attendant selects results in her/him being relieved from Duty more days than if the Company selected the most advantageous time to it, then the Company may assign the Flight Attendant Duty for the number of excess Days Off.

C. Allowable Expenses

1. Truck or trailer rental of a total capacity not to exceed 15,000 pounds plus necessary moving accessories, pads and hand carts. The Company may specify the Company from which the equipment will be rented.
2. Automobile mileage for 1 (one) vehicle used by the Flight Attendant and/or her/his immediate family for the distance between the Domiciles, at the rate of \$.225 (twenty-two and one half cents) per mile. In establishing the mileage the Company may use the shortest road distance specified in the Rand McNally road atlas or other similar mileage source.
3. A relocation allowance of \$200.00 to cover miscellaneous expenses incidental to moving, such as motels and meals.

ARTICLE 17

HOSTAGE BENEFITS

A. If a Flight Attendant, while in uniform and engaged in the course of duties for the Company is interned, captured or held as a prisoner or hostage as a result of hostile action, she/he shall not suffer any Loss of Pay until she/he is released or until her/his death, whichever first occurs, but in no event longer than 12 months. Such compensation shall be in lieu of any other compensation to which she/he might otherwise be entitled under this Agreement. The Company may offset from the amount paid any compensation provided for by any law, Workers Compensation or otherwise, which the Flight Attendant is paid as a result of the hostile action. If the Company does not exercise any alternative for compensation to the Flight Attendant under any law, then its payment to the Flight Attendant of her/his regular guarantee (or greater number of credit hours earned and/or projected for the bid period during which she became interned, captured, or held as a prisoner or hostage) during any period she/he is held shall be in lieu of all compensation provided for by any such law.

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

ARTICLE 18

BENEFITS

A. Full Time Benefits

1. For purposes of this Article, Full-Time coverage applies to a Flight Attendant currently in Active Working Status who has been credited with at least 550 hours for pay (or constructively, as defined in Section A.1.a of this Article) during the last ten bid periods ending in the previous calendar year.
 - a. A Flight Attendant who was not in Active Working Status every day during the last ten bid periods ending in the preceding calendar year (e.g., because of leave of absence, furlough, newly hired during the year) will be assigned constructive credits at the rate of 550/350 (1.571) per day in which she/he was not in Active Working Status. These constructive credits will be used only for determining eligibility for the benefits in this Article; and for accruals of vacation, sick leave and STD; uniform maintenance allowance; and recurrent training pay.

Examples:

Assume the following 10 bid periods;

1. 12/13-1/16
2. 1/17-2/23
3. 2/24-3/27
4. 3/28-5/1
5. 5/2-6/5
6. 6/6-7/10
7. 7/11-8/14
8. 8/15-9/18
9. 9/19-10/23
10. 10/24-11/27

(New count would begin with the bid period 11/28-1/1)

Flight Attendant A worked bids 1 and 2 and was furloughed for bids 3, 4 and 5. Following recall, she worked bids 6-8 and was again furloughed for bids 9 and 10. She therefore worked five bids out of the year, and was credited with 410 hours for pay. To determine her

eligibility for benefits for the "year" beginning November 28 (effective date December 1), we take her 410 credit hours. This is not at least 550 hours, so we then consider that she was on furlough for 5 bids, or 175 days. We multiply 175 x 1.571= 274.93. Add that to 410, and we get 684.93. Since that number is at least 550, the Flight Attendant is eligible for Full-Time benefits.

Flight Attendant B was hired effective on October 24 (the first day of the last bid period). He was credited with 82.8 hours for the bid period. This is less than 550, so we take the number of days in the nine bid periods before he was hired = 315 (35 x 9). Multiply 315 x 1.571 = 494.9 constructive credits for the previous nine bid periods. Add that to his 82.8 = 577.7. This is more than 550, so he is eligible for Full-Time benefits for the following year.

Flight Attendant C was on maternity leave from January 15 through August 31 (232 days). She was credited with 270 hours for pay for the time she worked. Since this is less than 550, we multiply the 232 days of her leave by 1.571 = 364.5. Add that to the 270 = 634.5. This is more than 550, so she is eligible for Full-Time benefits for the following year.

Flight Attendant D was on maternity leave from January 15 through August 31 (232 days). She was credited with 174 hours of pay. Since this is less than 550, we multiply the 232 days of her leave by 1.571 = 364.5. Add that to the 174 = 538.5. This is fewer than 550, so she is not eligible for Full-Time benefits for the following year. (She will receive Part-Time benefits until she is credited with 550 hours, see below)

- b. A Flight Attendant who has lost Full-Time coverage will be eligible for Full-Time coverage as soon as she/he has received 550 credit hours, measured by completed bid periods, starting with the first bid period beginning after the last bid period ending in the prior calendar year.

Example: The tenth bid period of the prior calendar year ended on December 12. The 550 credit hours will begin to be counted effective with the bid period beginning December 13. If the Flight Attendant has earned or has been constructively credited with 550 hours during the seventh bid period (counting from the bid period beginning December 13), s/he will again become eligible for full-time benefits at the beginning of the first month after the completion of the seventh bid period. In this case, the seventh bid period would end on August 14, so s/he would again be eligible for full-time benefits effective September 1.

2. The Company shall provide each of the following benefits to Full-Time Flight Attendants on the same terms, conditions and employee cost as it does to its Full-Time Administrative Employees, so long as it provides such benefit to such employees:
 - a. Group Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance.
 - b. Life and Accidental Death and Dismemberment Insurance coverage for full-time Flight Attendants shall be equal to 900 times her/his credit hour rate, up to the maximum amount of life insurance that can be provided as a non-taxable employee fringe benefit under the US Internal Revenue Code. The policy shall contain no exemption for the death of a flight-crew member while working as such for the Company. This method of determining premium and coverage amounts is adopted for administrative simplicity only and is not intended to result in a reduction of Life and AD and D Insurance coverage for full-time flight attendants.
 - c. Medical, Dental and Vision Care Benefits (for employees and dependents).
 - d. Long Term Disability (LTD) Insurance.
 - e. On-line and interline non-revenue and reduced rate travel privileges (for employees and certain eligible dependents).
 - f. Savings Investment (401k) Plan.
 - g. Performance Based Pay Plan.
 - h. IRC Section 125 (Cafeteria) Plan.
 - i. Flexible Spending Accounts (Health Care and Dependent Care Reimbursement).
 - j. Retiree on-line and interline non-revenue and reduced rate travel privileges (for retirees and certain eligible dependents).

B. Part-Time Benefits

1. For purposes of this Article, Part-Time coverage applies to a Flight Attendant currently in Active Working Status who has been credited with between 350 and 549 hours for pay during the last ten bid periods ending in the previous calendar year.
 - a. A Flight Attendant who was not in Active Working Status every day during the last ten bid periods ending in the preceding calendar year (e.g., because of leave of absence, furlough, newly hired during the year) will be assigned constructive credits at the rate of 550/350 (1.571) per day on which s/he was not in active status. These constructive credits will be used only for determining eligibility for the benefits in this Article; and for accruals of vacation, sick leave and STD; uniform maintenance allowance; and recurrent training pay.
 - b. A Flight Attendant who has lost Part-Time coverage will not again be eligible for part-time coverage until she/he has received 350 credit hours, measured by completed bid periods, starting with the first bid period beginning after the last bid period ending in the prior calendar year.
2. The Company shall provide benefits to Part-Time Flight Attendants on the same terms, conditions and employee cost as it does to its Part-Time Administrative Employees, so long as it provides such benefits to such employees. Currently Part-Time employee benefits are the same as Full-Time employee benefits, except for the following reductions:
 - a. Group Life and Accidental Death and Dismemberment Insurance (Maximum insurance coverage for a Part time employee is \$5,000).
 - b. Group Medical, Dental and Vision Care Plan [Dependent coverage is only available following transfer to part time status for a maximum period equal to the legal limits of COBRA (18 months as of date of ratification)]. The dependent coverage cost to employee may be deducted post-tax while in this status. Employee cost following transfer to part time status is the same as a full-time employee.

- c. Long Term Disability (LTD) Insurance There is no LTD insurance coverage for Part-Time employees.
- d. Pass Benefits (Certain carriers have restricted benefits for part-time employees).

C. Changes in Benefits

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

D. Ineligible for Benefits

A Flight Attendant in Active Working Status who has been credited with fewer than 350 credit hours during the last ten bid periods ending in the prior calendar year (including constructive credits as described in Sections A.1 and B.1 of this Article) shall be classified as ineligible for the benefits described in Section A and/or B, until she/he has received sufficient credits for eligibility as described in Paragraph A.1.b and/or Paragraph B.1.b, above. Flight Attendants who are ineligible for benefits have limited pass privileges equivalent to those of the Company's Variable-Time employees (on-line only and restricted travel on Alaska Airlines—see On Your Horizon for a full explanation).

E. Reinstatement of Benefits

A Flight Attendant who has regained eligibility for Full-Time or Part-Time benefits in accordance with Section A.1.b or Section B.1.b of this Article will be reinstated as of the first day of the month following the end of the bid period in which she/he reaches the necessary eligibility threshold.

ARTICLE 19

MANAGEMENT RIGHTS

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

ARTICLE 20

ASSOCIATION ACTIVITIES

A. Bulletin Boards

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

B. Transportation

The Company shall allow pass travel for Association business on Horizon Air as follows:

1. The MEC President (or his/her designee) may authorize up to ten positive space trips (one-way) for travel by Flight Attendants or AFA International Representatives for Association business each month. If a trip is by an employee eligible for pass travel, the employee is authorized to use the "T1" positive space priority when listing for the trip in the Paperless Employee Travel (PET) system.
2. In addition, Flight Attendants may be authorized by the MEC President (or her/his designee) to travel on space available business ("W4") priority for meetings with the Company or to attend Association committee meetings and Horizon Association officers may use the "W4" priority for any Association business travel.
3. Pleasure Passes ("X1" priority) may be used for other Association business trips by Flight Attendants.

4. The Association shall provide to the Director of Inflight a summary of all Association business travel monthly, listing the persons who traveled, the date of travel, and the business conducted.

C. Furnishing of Company Information

1. The Company shall provide to the MEC President/designee each bid (a) the names of Flight Attendants who have resigned, had their probationary period extended, transferred, discharged, furloughed, recalled, or placed on leave of absence; (b) changes in Flight Attendant names, addresses, and telephone numbers; (c) names, addresses and telephone numbers of new hires.
2. The Company shall provide timely notification to the Association of:
 - a. Planned Domicile closings if a final decision has been made
 - b. Changes in aircraft that significantly affect Inflight service

D. Time Off for Association Business

1. UNPAID (LONG TERM) LEAVE. A Flight Attendant shall be given an unpaid leave for Association business for whole bid periods (one or more) provided that a request is submitted at least four weeks prior to the beginning of the bid period for which the leave is requested to the Director of Inflight by the MEC President. Such request shall include the name(s) of the Flight Attendant(s), the date and time of release from Duty, the date and time of return to Duty, if known, and the specific business for which release is requested. If not provided when the leave was requested, the return to Duty date must be provided to the Company at least forty (40) days prior to the planned beginning of the bid period date return date.
 - a. During an unpaid Association leave, coverage under the Horizon Air medical, dental, and vision plan for the Flight Attendant and her/his dependents shall continue, provided all required employee contributions for such coverage are timely made, and the Flight Attendant shall be eligible for air travel benefits, to the extent provided other employees, excluding any interline prohibitions.
 - b. The maximum number of weeks of a Flight Attendant's schedule during which leave for Association business will be

granted in any calendar year pursuant to this section shall be 26. The Company may limit the number of Flight Attendants on unpaid Association Business Leave to two being on such leave at the same time.

2. PAID (SHORT TERM) LEAVE. Requests for paid Association business leaves involving the Company shall be approved when staffing levels permit. Requests shall be submitted to the Director of Inflight by the MEC President at least ten days prior to the date of the first Trip, or first Trip in a series of Trips, that would be dropped. Such requests shall include the name(s) of the Flight Attendant(s), the specific Trips for which release is requested, and the specific business for which release is requested.
 - a. Approval of such requests shall be on a "Trip by Trip" basis, given no less than five days prior to the Trip. However, if the Association notifies the Company that it wants any or all of the Trips dropped, without regard to staffing considerations, then the Company's approval shall include all Trips so designated; provided that no more than two Flight Attendants may be on leave without regard to staffing considerations at the same time.
 - b. When a Flight Attendant is excused, the Company shall invoice the Association, and the Association shall pay the Company as described in Section 4. below.
 - c. If scheduled Association business is of short duration, and if the Flight Attendant requests, Crew Scheduling will attempt to drop a portion of a conflicting scheduled Trip so that the Flight Attendant may fly a portion of it.
 - d. If the Association business is canceled, or if the excused Flight Attendant is able to return to work, the following provisions will apply:
 - (1) If the Trip, or portion of the Trip, has not been reassigned, the Flight Attendant will have her/his Trip restored.
 - (2) If her/his original Trip has been reassigned, she/he 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 work with Crew Scheduling. If the Trip was assigned to a Reserve Flight Attendant, 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).

3. CONTRACT NEGOTIATION LEAVE. During the period during which amendments to this agreement are being negotiated pursuant to Article 25, the following shall apply at the option of the Association:
 - a. Notwithstanding the provisions of paragraph 2.& 2.a above, three (3) Flight Attendants designated by the Association shall be awarded paid Association business leave on any days specified by the Association for the purpose of negotiation or negotiation preparation provided the total length of any period of time during which any (or all) of the Flight Attendants perform no Duty for the Company does not exceed five consecutive weeks. Additional Flight Attendants may similarly be excused from work for contract negotiation purposes upon request, if staffing levels permit.
 - b. Unless the leave is requested for a meeting scheduled with less than two weeks notice, Association business leave requests shall be made at least two weeks prior to the first day of leave requested.
4. FLIGHT PAY LOSS
 - a. Company Paid Flight Pay Loss
 - (1) The Company shall absorb flight pay loss for Association officials as outlined below:

- (a) Association representatives released to attend up to one monthly meeting of official Company Committees, such as the Safety and Scheduling Committees, up to 4 credit hours per day.
 - (b) Joint meetings between the Company and the Association called by the Company, excluding Section 6 negotiations.
 - (c) Association participation in NTSB accident site investigations as identified in Article 24, Section C.
- (2) When a Flight Attendant is able to perform some portion of a Trip, the Flight Attendant will be credited with the value of the original Trip or the Block Hours (Hours Flown as defined in Article 3, Section 2.C.a.(1) and with no single day minimum credit) that the Flight Attendant worked plus 4 credit hours per day of Association activity, whichever is less.
- b. Association Paid Flight Pay Loss
- (1) The Company shall invoice the Association for the credit value of the Trip(s) dropped plus an additional charge of 20% of the foregoing total to cover payroll based taxes, and benefits. The Association shall pay the Company within 30 days of receipt of the Company's invoice. The Company shall provide the MEC President copies of the invoices.
 - (2) When a Flight Attendant is able to perform some portion of a Trip, the Flight Attendant will be credited for the value of the original Trip and the credit value for the Company invoice will be the difference between the original Trip value and the value of the Block Hours (Hours Flown as defined in Article 3, Section 2.C.a.(1) and with no single

- day minimum credit) that the Flight Attendant worked.
- 5. Flight Attendant and Company seniority shall be retained and continue to accrue during a leave for Association business. For any leave of more than five consecutive weeks, the Flight Attendant shall not be paid or retained in an active employment status and no reimbursement shall be due from the AFA.
- 6. Nothing in this section will preclude Trip-trading/dropping in accordance with the provisions of this agreement for the purpose of allowing a Flight Attendant time for Association business.

E. Distribution of Material

The Association may distribute an Association newsletter through the Company's Flight Attendant mail boxes once each calendar quarter during the term of the Agreement. Other Association information may be distributed through the mail boxes upon request and subject to Company discretion. All materials proposed for distribution must be approved by the Director of Inflight or her/his designee prior to being placed in the mail boxes.

F. Association Committees

The Inflight Services Department will recognize the activities of committees designated by the Association and will meet with and consider recommendations of such Committees concerning matters affecting Flight Attendants.

G. Association Introduction to New Flight Attendants

The Company will provide a period of no more than one (1) hour during its initial training program for new hire Flight Attendants for the Association to explain its role at Horizon Air and how Association dues are needed and used to provide services for the Flight Attendants. The explanation will include an introduction of the Association's local officers and indicate a time and place designated by the Association where such officers will be available to discuss the Association, dues, membership and various Association programs. The explanation shall stress the positive benefits of the Association for the Flight Attendants and the commitment of the Association and the Company to working together to maintain a positive working relationship between Flight Attendants, the Company, and the Association. Neither the Company nor the Association will in any way use threats or coercion on Flight Attendants to join (or not join) the Association or to maintain (or discontinue) Association membership.

H. Copies of the Agreement

The Association will prepare the master copy of this Agreement. The Association will be responsible for printing sufficient copies of the Agreement for distribution to the Flight Attendants. The Company will pay one half of the cost of printing upon presentation of the invoice by the Association. The Company will provide a copy of the Agreement from the stock provided by the Association to any Flight Attendant during initial training and, at other times, upon request. All side letters of agreement will be provided by the Company to each Flight Attendant in the same size and format as the Agreement within forty-five (45) days of signing.

I. Association Pegasus Project

The Company will continue to offer the opportunity for Flight Attendants to contribute through payroll deduction to the Association's Pegasus Project through Horizon's United Way Campaign. If the Company should discontinue its annual participation in the United Way Campaign, it shall provide a means for payroll deductions for voluntary Flight Attendant contribution to the Project.

J. Association Pins

If a Flight Attendant so chooses, she/he may wear the official AFA pin in one of the following areas:

1. The right side of the blazer, sweater, jacket or dress;
2. On the uniform blouse collar;
3. As a tie tac.

ARTICLE 21

ASSOCIATION SECURITY AND DUES COLLECTION

A. Dues Collection Assistance

The Company shall assist the Association in the collection of monthly dues or service fees and periodic assessments from Flight Attendants in amounts that are now or may hereafter be established in accordance with the Constitution and By-laws of the Association in the following ways:

1. Dues Collection

During the life of this Agreement, the Company will deduct from the pay of each Flight Attendant and remit to the Association monthly membership dues or service fees levied in accordance with the Constitution and Bylaws of the Association, provided such Flight Attendant voluntarily executes the agreed form, which is hereinafter included in this Agreement to be known as "Check-Off Form", which shall be furnished by the Association. Initiation fees or initial service fees will be deducted at the rate of \$5 per pay period, beginning with her/his first pay. The Company will not be required to deduct monthly membership dues or service fees unless the Company has received a Check-Off Form and has not received a notice of revocation thereof as provided in the Check-Off Form. The wording of the Check-Off Form shall be as follows:

ASSIGNMENT AND AUTHORIZATION CHECK-OFF OF ASSOCIATION DUES AND SERVICE FEES

TO: HORIZON AIR

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

I agree this authorization shall be effective from the date set forth below and shall continue for a period of one quarter (3 months) and shall continue in full force and effect from quarter to quarter unless I give the Company and the

Association a written notice of revocation within the seven (7) day period at the beginning of each calendar quarter, and as provided by law, and if not so revoked by me, this authorization shall continue to be irrevocable except in the manner above during subsequent periods of revocation.

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

Amount _____ Date _____

Flight Attendant's Name _____

Flight Attendant's Signature _____

Employee Number _____

2. All Check-Off Forms or signed written revocations, if any, will be submitted through the Secretary/Treasurer of the Association who will forward the original signed copy to the payroll manager of the Horizon Air Accounting Department. A properly executed Check-Off Form will become effective not later than two (2) weeks after it is received by the payroll section of the Accounting Department. Improperly executed forms will be returned to the Association. A signed, written revocation of a Check-Off Form shall take effect the first pay period of the next quarter after it is received.
3. The Association may also provide a Dues and Service Fee Check-Off Form which a Flight Attendant may use to have Association dues or service fees automatically deducted from her/his bank or credit union account for direct transmittal to the Association's account.
4. The Company will remit to the Association all dues and service fees collected on a given payday, on or as soon after the payday as possible. To expedite the remission of the dues and service fees to the Association, the dues and service fees will be electronically transferred to a bank designated by the Association not later than five (5) business days after the date of such deduction, unless precluded by unforeseen circumstances. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company will promptly provide the Association an electronic list of names of the employees for whom deductions have been made in that particular period.

5. No deductions of Association dues or service fees will be made from the wages of any employee who has executed a Check Off Form and who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay. Upon return to work within the classification covered by the Agreement, whether by transfer, termination, leave without pay, or recall from furlough, deductions shall be automatically resumed, provided the employee has not revoked the assignment in accordance with the other appropriate provisions of this Article and of the Railway Labor Act, as amended.
6. An employee who has executed a Check-Off Form and who resigns or is otherwise terminated (other than by furlough) from the employ of the Company, shall be deemed to have automatically revoked her/his assignment, and if she/he is reemployed, further deductions of Association dues or service fees will be made only upon execution and receipt of a new Check Off Form.
7. Collection of any back dues or service fees owed at the time of starting deductions for any employee, and collection of dues or service fees missed because the employee's earnings were not sufficient to cover the payment of dues or service fees for a particular pay period, will be the responsibility of the Association and will not be subject to payroll deductions.
8. Deductions of membership dues or service fees shall be made in equal installments from each regular paycheck, provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues or service fees shall not extend beyond the monthly period in which her/his last day of work occurs.

B. Dues and Service Fees

1. It shall be a condition of employment, that all Flight Attendants of the Company covered by this Agreement who are members of the Association in good standing on May 1, 2003, shall remain members in good standing, and those, who have completed their probationary period and who are not members on May 1, 2003, shall, on or before May 1, 2003, become and remain members in good standing or, in the alternative, tender to the Association a monthly sum set by the Association, such sum to be recognized as a "Service Fee".

2. It shall be a condition of employment that all Flight Attendants of the Company covered by this Agreement who have not completed their probationary period on May 1, 2003, and those hired on or after May 1, 2003, shall, on or before the completion of their probationary period, become and remain members in good standing in the Association, or in the alternative, tender to the Association a monthly sum set by the Association, such sum to be recognized as a "Service Fee". Should a new Flight Attendant elect not to become a member of the Association but only to pay the Service Fee, she/he shall also be required to pay an Initial Service Fee which shall be the equivalent of the standard initiation fee.

C. Leave of Absence

Flight Attendants shall pay membership dues or service fees as set forth herein except that payment for membership dues or service fees shall not be required as a condition of employment during leaves of absence without pay in excess of ninety (90) days, or during periods of permanent transfer to a classification not covered by this Agreement.

D. Indemnifying the Company

The Association agrees that it shall indemnify the Company and save the Company harmless from any and all claims which may be made by the Flight Attendant or Flight Attendants against the Company by virtue of the wrongful application or misapplication of any of the terms of this Article.

E. Termination

In the event of termination of employment, there shall be no obligation upon the Company to collect dues or service fees until all other deductions have been made.

F. Removal of a Flight Attendant From the Payroll

The Association agrees notice shall be given the Company at least thirty (30) days before the Company is required to remove a Flight Attendant from employment by reason of her/ his failure to maintain his membership or service fee status in good standing in the Association accordance with Paragraph B. of this Article.

ARTICLE 22

GRIEVANCE PROCEDURE AND BOARD OF ADJUSTMENT

A. Disciplinary Matters

1. A Flight Attendant shall not be disciplined or discharged without written notice of the specific reason(s). A Flight Attendant may only be held out of service without pay for three (3) days pending preparation of such written notice. If the Flight Attendant is ultimately exonerated, she/he will be made whole for this loss of pay. Thereafter, if the Company continues to hold the Flight Attendant out of service pending preparation of such notice, she/he shall be returned to pay status.
2. A Flight Attendant is entitled to have an Association representative who is a Company employee represent her/him at any meeting concerning discipline or the possibility of discipline, or to take part in the conference call if that is how the meeting is conducted. If a meeting is requested, the Flight Attendant may choose between: (1) meeting in person during nonworking time; (2) a conference telephone call; or (3) dropping a Trip, or portion thereof when approved by the Director of Inflight, (and the associated pay for it) and meeting during her/his scheduled Trip time. A meeting will not be scheduled before or after a scheduled duty period if the meeting time would reduce the Flight Attendant's scheduled rest period below FAR requirements. All meeting times must be agreed to by all parties to the meeting. However, if the Company has determined that the Flight Attendant may not work again until the meeting is conducted, it will be scheduled for a time during the Flight Attendant's next scheduled Trip unless the Flight Attendant is able to find a time satisfactory to all participants in the meeting before her/his next scheduled Trip.
3. A probationary Flight Attendant may not grieve a disciplinary or discharge action against her/him.

B. Filing the Written Grievance Worksheet

If the Flight Attendant disputes the Company's disciplinary action, or believes that the Company has violated the terms of this Agreement, the Flight Attendant may put her/his complaint in writing on a Grievance Worksheet form, and submit a signed copy to the Association.

1. DISCIPLINARY MATTERS. In disciplinary cases, where written notification to the Flight Attendant is required, the worksheet shall set forth a statement of the facts, and an explanation of the Flight Attendant's reason(s) for disagreement with the discipline issued.
2. NON-DISCIPLINARY MATTERS. When a non-disciplinary violation is alleged, the Flight Attendant shall set forth the event, the date of the event, the facts surrounding the event, and explain why she/he feels she/he was wronged.
3. FILING THE WORKSHEET WITH THE COMPANY. As a requirement for a Step 1 grievance, the Association must file the Grievance worksheet form with the Company within thirty (30) days after the Flight Attendant has, or should have had, knowledge of the matter or event giving rise to the grievance. In disciplinary cases, where written notification to the Flight Attendant is required, the thirty (30) day period shall start on the date the Flight Attendant receives the written notification. The Company will respond to the grievance worksheet within twenty-one (21) days. Should the Association not receive a response within twenty-one (21), the time period for filing a Step One Grievance shall begin on the expiration of the twenty-one (21) day period.
4. ASSOCIATION INVESTIGATION. If the Association requests information from the Company, or seeks to review documents, with respect to a Grievance worksheet, the Company shall respond to the request within seven (7) days and provide an estimated availability date for any information or documents that the Company is unable to provide within the seven (7) day period. All information or requests to review documents should be submitted through the Director of Inflight. If the Flight Attendant wants to waive her/his confidentiality rights so that the Company may provide the Association confidential information from the Company's files with respect to a matter under investigation, she/he shall so indicate on the Grievance worksheet.

C. Step 1

For any matter for which a written Grievance Worksheet has been timely filed, the Association may file a grievance. The Association shall submit the written grievance setting forth the reason(s) it supports the Flight Attendant's complaint (e.g., disagreement with the Company's reason for discipline imposed or with the penalty assessed therefore, or, in the case of a contractual matter, reference to the provisions of the contract which the Association believes have been violated)

and relief sought. Grievances shall be submitted to the Director of Inflight or her/his designated representative.

1. DISCIPLINARY MATTERS. Disciplinary grievances must be submitted no later than twenty-one (21) days following the date of receipt of the Company's response to the Grievance Worksheet.
2. OTHER NON-DISCIPLINARY MATTERS. In order to be timely such grievance must be filed within thirty (30) days following the date of receipt of the Company's response to the Grievance Worksheet.
3. The Director of Inflight shall evaluate the grievance or complaint and render a decision as soon as possible, but not later than fourteen (14) days after receipt. Failure to answer within such time shall constitute a denial of the grievance, which may then be processed to the next step described in paragraph D. However, if the Flight Attendant or the Association requests further investigation or a meeting, and the Director of Inflight agrees to take such action, then the Flight Attendant shall be so notified within the fourteen (14) day period for answering and the Director of Inflight shall then have thirty (30) additional days to investigate, conduct such meetings as she/he deems appropriate, and render her/his decision before the Flight Attendant may appeal as described in the next paragraph.

D. Board of Adjustment

1. Failing settlement at an earlier step, any grievance may be forwarded in writing to the Board of Adjustment within thirty (30) days of its denial at the previous step, or, by mutual agreement, directly to Arbitration. By mutual agreement of the Company, the Association and, with respect to disciplinary grievances, the grievant(s), any grievance may be referred to grievance mediation in lieu of the two (2) member Board of Adjustment. At the Association's option, a discharge case may be forwarded directly to Arbitration.
2. The Board and/or Arbitrator shall have jurisdiction only over any dispute which arises out of a grievance filed by a Flight Attendant concerning either (1) discipline (including discharge) of the grievant(s), or (2) interpretation or application of any of the terms of this Agreement as it affects the grievant(s).

3. Neither the Board nor the arbitrator may modify the terms of this Agreement or any other agreement between the Company and the Association.

E. Mediation

Either the Company or the Association may propose that a grievance that has been timely submitted to the Board of Adjustment be referred to mediation at any time before a decision has been rendered by the Board of Adjustment, or Arbitrator.

1. A group of grievances involving interpretation of the same provision of the Agreement may be consolidated in a single mediation proceeding. Other grievances, involving different collective-bargaining provisions or other disputes, may be added to a mediation proceeding at any time before the mediation commences, if both the Company and the Association agree upon the addition(s).
2. The parties are encouraged to communicate their proposals and responses in time to avoid unnecessary Board of Adjustment preparation work by either the Company or the Association.
3. Before the commencement of any Mediation Conference, a document setting forth the agreement of the parties with respect to the disputes subject to mediation shall be prepared and provided to the Mediator.
4. Where possible, the services of the National Mediation Board will be requested. With the advice and assistance of the Mediator, the parties will establish a timetable and location for the Mediation Conference.
5. Should the services of additional Mediators be needed, selections shall also be made by mutual agreement along with all necessary arrangements for such Mediation Conferences.
6. Mediation Procedures
 - a. If more than one (1) day is needed, Mediation Conferences will be scheduled for up to three consecutive days in a single week.
 - b. The representatives of the parties will, no later than five (5) days prior to the scheduled date of the Mediation Conference, present the Mediator with a brief written statement (not to

exceed three (3) pages, plus exhibits) of the facts, the issue, and the arguments in support of their position. The parties will also provide copies of their statements and exhibits to each other. By mutual agreement, the parties may alter the requirement for written statements, or the time for filing of such statements for any or all disputes scheduled for a Mediation Conference.

- c. In the case of a disciplinary grievance filed on behalf of an individual Flight Attendant, the grievant may attend the Mediation Conference, or portion thereof dealing with her/his grievance. In the event the grievant elects not to be personally present she/he will provide the Association with a signed request that the Association appoint an authorized representative to act on his behalf with full authority to agree to a final and binding settlement of the case.
- d. In the case of non-disciplinary grievances, including consolidated grievances, the designated Association Representative present shall represent the Association and all Flight Attendant parties to such grievances.
- e. Both parties acknowledge the importance of having participants at the Mediation Conference who have complete authority to resolve the grievances. Association Representatives shall have the full authority to resolve grievances submitted to the Mediation Conference. Similarly, Company representatives will be authorized to resolve all such grievances. In addition, every effort will be made to insure that there are Association and Company Representatives present at each Mediation Conference who are knowledgeable of the subject matter pertaining to the grievances to be considered at the Conference.
- f. The Company and the Association shall each appoint a principal spokesperson for each mediated case.
- g. Proceedings before the Mediator will be informal in nature and the rules of evidence will not apply. The presentation of evidence, documentation, arguments, etc., will not be limited to that which was presented at the prior stages of the grievance procedure.

- h. Other than a settlement document resulting from a successful mediation, no record in any form or medium of the Mediation Conference will be made. Any material that is presented to the Mediator will be returned to the party presenting that material at the termination of the Mediation Conference, and no copy will be retained by the Mediator or any other person or party.
 - i. The Mediator will have the authority to meet separately with either the Association or the Company in the Mediation Conference, but will not have the authority to compel the resolution of the grievance.
 - j. If no settlement is reached during the Mediation Conference, and only at the joint request of both parties, the Mediator will provide an immediate oral advisory decision. When rendering an oral advisory decision, the Mediator will state the grounds for such decision. Unless accepted by both parties, this decision will not be binding.
 - k. The parties will write a settlement agreement to document grievances that are settled during a Mediation Conference. The parties shall mutually agree as to whether the settlement will constitute precedent, and this understanding will be included in the written settlement document.
 - l. If no settlement is reached during the Mediation Conference, the grievance may be submitted to Arbitration pursuant to Section F below.
 - m. The Company, the Association, and the grievant will refrain from posting, publishing or otherwise publicly disseminating information on the outcome of mediation with regard to specific cases, unless the parties have jointly agreed on the content and method of such dissemination. In the absence of such agreement, information on mediation outcomes will be disseminated only to mediation participants, grievants, other directly affected parties, Association representatives and Company employees with a need for this information.
7. In the event that a grievance, which has been the subject of a Mediation Conference, is subsequently heard before the System Board of Adjustment, court or administrative agency, the Mediator may only

serve as the arbitrator upon the mutual request of the Company and the Association.

- a. During the Arbitration proceeding on such a grievance:
 - (1) no reference will be made to the fact that the grievance was the subject of a Mediation Conference or to any statements, discussions, offers, or admissions which were made during the Conference; and
 - (2) neither the Company nor the Association may offer statements, documents or similar material that has been used by the other party at the Mediation Conference, unless obtained independently or through appropriate discovery.
 - b. No written statements, documents or similar materials made or used at the Mediation Conference will be referred to, offered or admitted in evidence or otherwise disclosed in any court or administrative proceeding except to the extent the party offering such would have had access or entitlement to them outside of the Mediation Conference.
8. The fees and expenses for the Mediator and conference facilities will be shared equally by the Association and the Company.

F. Arbitration

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

G. Procedural Rules

1. All grievances shall be in writing, and shall be accompanied by a Grievance worksheet that has been signed by the Flight Attendant, and all decisions on said grievance shall be in writing.
2. All references to "days" in this Article refer to calendar days. When a time limit in this procedure is measured from the date of receipt of a document and the document is sent by U.S. mail, the date of receipt shall be five (5) days after the date the document was placed in the U.S. mail, postage prepaid, to the address of the addressee last provided to the party who is doing the mailing. The Company and the Association may mutually agree to waive any timeline in this Article.
3. Each Board of Adjustment ("Board") shall be composed of two (2) members: one (1) selected by the Company; and one (1) selected by the Association.
4. The members of the Board shall continue to serve until such time as the party selecting the member shall select a successor, which may be done at any time except during the consideration of a case.
5. The Board shall meet in a location that is alternatively selected by the Company and the Association at such times as may be agreed upon by the Company and the Association, but at least, during the first weeks of April and October (respectively) of each year, providing that at such times there are cases filed with the Board for consideration, and shall continue in session until all matters before it have been considered, unless otherwise agreed upon. In addition, the Company and Association agree that the Board will meet within 60 days of the request of either party to consider a case in which a Flight Attendant is protesting her/his discharge by the Company.
6. A grievance submitted to the Board shall be in the form of a written petition stating the position of the party submitting the grievance with a full statement of the facts and supporting data bearing on the dispute.
7. Two (2) copies of each petition shall be delivered to the Board. Upon receiving a submission or petition, the Board shall set a date for hearing which shall be mutually acceptable to both the Company and the Association. The parties may be heard either in person, by counsel, or by other representatives as they may respectively select, and the Board

shall give reasonable notice of all hearings to all parties involved in any dispute submitted.

8. A majority vote of the Board shall be competent to make a finding or a decision with respect to any dispute properly submitted to it, and such finding or decision shall be final and binding upon the parties to such dispute.
9. Findings and decisions of the Board shall be stated in writing and in each case a copy of the findings and decision shall be furnished to the Company, the Association, and such Flight Attendant or Flight Attendants as are parties to the dispute. If a dispute arises as to the interpretation of the findings or decision, then upon request of the Company, the Association, or such Flight Attendant or Flight Attendants as are parties to the dispute, the Board shall interpret the findings or decision in light of the facts stated as evidence presented in connection with its record and hearing in the case.
10. The Board shall keep a complete and accurate record of all matters submitted for its consideration and of all findings and decisions made.
11. Expenses of the Board for meeting places, if any, and those expenses incurred by reason of the participation of the arbitrator shall be borne one-half by the Company and one-half by the Association. The salary or compensation and expenses of the members of the Board, if any, shall be paid by the party selecting such member or members.
12. Each party shall bear its own respective expenses in the presentation of any case to the Board or arbitrator, except that if the Company requires a grievant's physical presence at any two (2) member Board proceeding, it will be responsible to ensure the grievant suffers no Loss of Pay.
13. The respective parties shall have the option of using teleconferences for the purpose of receiving testimony from any witness(es) at any grievance mediation or two (2) member Board proceeding. The option of using teleconferences for any witness(es) at an arbitration proceeding shall be subject to mutual agreement between the Company and Association.

ARTICLE 23

NO STRIKES OR LOCKOUTS

A. No Strikes

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

B. No Lockouts

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

ARTICLE 24

GENERAL

A. Personnel File(s)

1. File Inspection

Upon request and by appointment, a Flight Attendant may inspect and copy all or any portion of her/his personnel file(s). Documentation used to substantiate any discipline will be included in the personnel file(s). These personnel files are retained at the Corporate personnel office located in Seattle, and the hard copy working file located at the Inflight Services department office. An Association representative, with written authorization from a Flight Attendant, may also make an appointment to review and copy that Flight Attendant's personnel file(s). Documents originally addressed to the Flight Attendant or relating to disciplinary action against a Flight Attendant may be duplicated upon request. A Flight Attendant may photocopy a few pages (up to fifteen) of her/his file at no cost. However if a Flight Attendant requests a larger number of copies or her/his complete file, the Company may charge \$0.25 per page for pages in excess of 15 up to a maximum of \$50.00.

2. Critical Material in Personnel File

a. Nothing of a derogatory nature (customer or employee complaint letters, critical material, warnings, suspensions and other discipline) shall be entered into a Flight Attendant's personnel file(s) without first:

(1) Providing a copy of the material to the Flight Attendant, giving the affected Flight Attendant the opportunity to sign such material acknowledging that she/he has received it; and

(2) Affording the Flight Attendant the opportunity to provide a written response to any critical or unfavorable material placed in her/his file and have such become part of her/his permanent record. The written response must be provided within twenty one (21) calendar days of the date the copy of the material was provided to the Flight Attendant.

- b. In the event that such a document identifies a passenger, another Company employee, or contains information not related to the disciplinary action or derogatory comments about an employee other than the Flight Attendant, that information may be redacted before the document is provided to the Flight Attendant. If a grievance is filed which involves the redacted document, redacted information will either be provided to the Association at the step preceding submission of the grievance to arbitration or it may not be used in the current or any subsequent disciplinary action.
- c. The Company shall consider any derogatory information (complaint letters, critical material and warnings) as cleared from the file(s) after an eighteen (18) month period of Active Working Status from the date of issuance if no further similar derogatory information has been filed during that period. The Company may not take into account any such "cleared" material in determining whether a Flight Attendant should be disciplined or how severely she/he should be disciplined or in a System Board or Arbitration proceeding.

B. Flight Attendant Cleaning Responsibilities

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

C. Safety, Health and Security

- 1. In order to identify hazards and unsafe work practices, remove obstacles to accident prevention, and recommend safety and health improvements in the workplace, the Company Safety Committee, which will include at least two (2) Association representative members, shall meet monthly or at other times by mutual agreement to study, evaluate and attempt to resolve matters relating to Flight Attendant safety.
- 2. The Company shall notify the Association as soon as possible of an incident or accident that is known at the time to be reportable to the NTSB. The Association may designate an individual to receive this notification as part of the Company's initial emergency response notification procedure. The Company shall also provide the Association

with copies of Flight Attendant written reports of such incident or accident.

- 3. The Company shall request the necessary credentials required for Association access to an accident site involving Company aircraft as part of its accident investigation procedure. Satisfaction of any eligibility requirements for such access (e.g. certification of training on blood-borne pathogens) for an Association representative shall be the responsibility of the Association. Upon receipt of notice by the Company that AFA representative(s) will be designated by the National Transportation Safety Board (NTSB) as a party to an NTSB investigation involving a Company aircraft accident or incident, such representative(s) will be excused from work to participate.
- 4. The Association's designated representative shall be allowed to attend government-required emergency evacuation demonstrations or partial demonstrations for any new aircraft type that the Company plans to operate.
- 5. The Company shall provide the Association's designated representative copies of all Flight Attendant OSHA reportable injury reports and reports of current aircraft accidents or incidents during the Company Safety Committee meeting. Where such reports are available in an electronic format, they will be transmitted via electronic medium. Material Safety Data Sheets for all chemicals used to clean, disinfect, exterminate, seal or otherwise treat aircraft interiors shall be available to the Association for review upon request. Material Data Safety Sheets for all chemicals approved for use by the Company are available on-line via the On Your Horizon website. The Company will provide the results of its investigation of any hazard reported by a Flight Attendant with the Association.
- 6. The Company will make every effort to ensure escort access for MEC and LEC representatives to secure areas for the exclusive purpose of dealing with safety, health and security incidents involving Company Flight Attendants.
- 7. A Flight Attendant shall, upon request, be released from the remainder of her/his Duty Period if she/he has been involved in (a) an aircraft accident as defined by the NTSB, or (b) a serious incident onboard a Horizon aircraft involving any of the following:
 - a. serious injury to a Flight Attendant.

- b. emergency evacuation of an aircraft.
- c. inflight fire.
- d. fire or smoke onboard resulting in injuries to a Flight Attendant.
- e. aircraft decompression.
- f. severe turbulence resulting in injuries or interior damage.
- g. death onboard.
- h. bomb threat on an aircraft on which the Flight Attendant is working, while in flight

If appropriate, the Flight Attendant will be deadheaded to her/his Domicile as soon as possible following debrief of the situation, if necessary, and any required participation in an agency or law enforcement investigation.

8. Professional Standards

- a. When a conflict between Flight Attendants, or between a Flight Attendant and another co-worker, is brought to the Company's attention, the Company may, in lieu of discipline, refer the issue and the Flight Attendant(s) involved to the Association's EAP/Professional Standards. The Flight Attendants will be encouraged to settle the dispute in a reasoned, no-fault manner.
- b. The traditional authority and responsibilities regarding proficiency and safety will in no way be altered by this Paragraph. The Company will not refer to a Flight Attendant's involvement with Professional Standards in any subsequent disciplinary proceeding or in her/his personnel file.

9. Drug and Alcohol Testing

- a. The Company shall conduct only such drug and alcohol testing of Flight Attendants as is required by the DOT/FAA regulations or permitted by Company policy.
- b. A Flight Attendant who fails a drug or alcohol test may be eligible for continued employment, depending on the opinion of the Substance Abuse Professional with respect to the likelihood of recidivism, and the Company's evaluation of the Flight Attendant's prior work record.

- c. The Company will provide the Association with a copy of the annual statistical report that is submitted to the Department of Transportation (DOT) with respect to the Flight Attendant Work Group DOT drug and alcohol tests.

D. Commuter Policy

1. General

- a. Flight Attendants are responsible for reporting to assignments in a timely manner and rested for a full duty period. The following provisions are not intended to relieve Flight Attendants of that responsibility.
- b. A Flight Attendant who is unable to report for Duty as a result of a delay or cancellations due to flight schedule disruptions or the unanticipated unavailability of a non-revenue seat and who has complied with the Listing and Travel provision of 2 and 3, below, shall not be subject to any disciplinary action as a result of his inability to report on time.
- c. This commuter policy applies only if the Flight Attendant commutes on Horizon Air or Alaska Airlines, carriers for which the Company has direct access to their computer reservation systems, has listed herself/himself with the Inflight Services Department as a commuter and has designated an airport served by the Company or Alaska Airlines as her/his point of commuter origination. A Flight Attendant who commutes on any other carrier is governed solely by 1.a above.

2. Listing for Travel

- a. Any Flight Attendant commuting to an assignment must list herself/himself in the Paperless Employee Travel (PET) reservation system. The Flight Attendant must be listed on an appropriate flight, not more than forty-eight (48) but not less than twenty-four (24) hours in advance of the scheduled departure time for the flight she/he expects to use to commute to work. This flight is designated by the Flight Attendant as her/his primary flight.
- b. Flight Attendants may only list for travel on flights which have seats available when the listing is made.

- c. The primary flight on which the Flight Attendant elects to list must be scheduled to arrive at her/his Domicile (or other airport at which her/his duty will commence) at least 30 minutes before her/his show time. There must also be at least one "back-up" flight scheduled to depart from the same airport later than the primary flight on which she/he is listed. (For Flight Attendants commuting between Seattle and Portland, there must be three "back-up" flights). This back-up flight (or flights in the case of Seattle-Portland) must also be scheduled to arrive prior to her/his show time and must also have seats available. The Flight Attendant must provide evidence in the form of PET printout that the flights were not overbooked at the time she/he listed as specified in paragraph 2.a above. The PET system provides a date/time stamp on the print-out of its seat availability display screen.

3. Travel Procedures

- a. Flight Attendants commuting to an assignment must arrive at the designated gate for the primary flight on which they are listed at least thirty (30) minutes prior to the scheduled departure time of that flight.
- b. After arriving at the departure gate, if the Flight Attendant becomes aware of a delay/cancellation or the unavailability of a non-revenue passenger seat on her/his primary flight, she/he will immediately notify crew scheduling. The Flight Attendant will provide the flight number and departure time of her/his back-up flight(s) and discuss any other possible travel alternatives, including the scheduled back-up flight.
- c. Following the delay or cancellation of, or the unavailability of a non-revenue passenger seat on, her/his primary flight, the Flight Attendant will report to the departure gate of her/his back-up flight at least thirty (30) minutes prior to the scheduled departure of that flight, unless impossible due to the time of closing of the primary flight and distance to the new departure gate.
- d. As soon as the Flight Attendant becomes aware that she/he will not be able to report for Duty at or before her/his show time due to flight delays, cancellations or non-revenue seat availability of her/his primary and back-up flights, she/he will

immediately contact crew scheduling which will replace the Flight Attendant on her/his scheduled Trip unless the Flight Attendant assures crew scheduling that she/he has other travel alternatives that will enable her/him to report in a timely manner.

- e. The Flight Attendant will make every effort to report to the location at which she/he was scheduled to begin her/his pairing as soon as possible following her/his contact with crew scheduling unless the Flight Attendant and crew scheduler mutually agree to an alternate location to which the Flight Attendant will report, or to cancel the Flight Attendant's current reporting requirement.

4. Reassignment Following a Missed Report Time

- a. When a Flight Attendant reports for Duty following a missed report time pursuant to the terms and conditions of this commuter policy, crew scheduling will reassign the Flight Attendant to her/his original Trip if the Flight Attendant's original pairing returns to the location at which she/he was scheduled to report for Duty on that day.
- b. If the Flight Attendant's original pairing does not return to the location at which she/he was scheduled to report for Duty on that day, she/he shall be assigned to Airport Reserve. The minimum Airport Reserve assignment shall be four hours and the maximum shall be seven hours. During that time, she may be assigned to any other pairing (including a pairing that begins after the end of the airport Reserve period) that is scheduled to be completed at the same location and no later than her/his original pairing, or the Flight Attendant may voluntarily agree to be placed on Reserve beginning the next day, for the remaining days of her/his original pairing.

5. Compensation

Flight Attendants who are unavailable for Duty pursuant to the terms and conditions of this Section will be considered to be on time off without pay. The Flight Attendant's bid period guarantee will be reduced by, and her/his time off without pay shall be, an amount equal to the scheduled credit hours for the missed Trip, less the Credit Hours Flown

(Block Hours or any Reserve credit) for any Duty performed if reassigned pursuant to paragraph 4. above.

- E.** Should any part or provision of this Agreement be rendered invalid by existing or subsequently enacted legislation or regulation, the balance of the Agreement shall remain in full force and effect.
- F.** The Company will meet with and consider recommendations of the Association regarding the amenities for crew lounges.
- G.** The Company will enter into reciprocal jumpseat/cabin seat agreements with other carriers if such agreements are consistent with Company policy and allowed by law. The Association may make recommendations with respect to carriers with which it would like the Company to negotiate an agreement. The Company will post all reciprocal jumpseat/cabin seat agreements on FDDS or its equivalent.

ARTICLE 25

DURATION

- A.** This Agreement shall become effective on December 21, 2009, and shall continue in full force and effect until December 21, 2011, and shall renew itself without change each succeeding December 21st thereafter, unless notice of intended change is served in accordance with Section 6, Title 1 of the Railway Labor Act, as amended, by either party hereto, not sooner than sixty (60) days nor later than thirty (30) days prior to December 21, 2011, or any subsequent December 21st.
- B.** The Company and the Association may mutually agree to open the next contract negotiations on an expedited basis.

IN WITNESS WHEREOF, the parties have signed this Agreement this 21st day of December, 2009.

WITNESS:
For the Flight Attendants
in the service of Horizon Air:

WITNESS: For Horizon Air, Inc.

/s/ Patricia A. Friend
Patricia A. Friend
International President

/s/ Andrea L. Schneider
Andrea L. Schneider
Senior Vice President, Customer
Services & People

/s/ Kathleen Bruni
Kathleen Bruni
MEC President

/s/ Arthur E. Thomas
Arthur E. Thomas
Vice President, Legal & Labor

/s/ Kirk Hansen
Kirk Hansen
Negotiations Committee Member

/s/ Beverly Gilstad
Beverly Gilstad
Director, Inflight Services

/s/ Edward Hawes
Edward Hawes
Negotiations Committee Member

/s/ Christiane Korman
Christiane Korman
Manager, Base Operations and
Contract Affairs

/s/ Kimberley Chaput
Kimberley Chaput
AFA Senior Staff Attorney/Negotiator

Sideletter No. 1

**LETTER OF AGREEMENT
Between
HORIZON AIR INDUSTRIES INC.
and
ASSOCIATION OF FLIGHT ATTENDANTS**

IMPLEMENTATION AGREEMENT

This Letter of Agreement is made and entered into accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Horizon Air Industries, Inc. (hereinafter the "Company") and the Association of Flight Attendants (hereinafter the "Association").

WHEREAS: The Company and the Association have negotiated amendments to the collective bargaining agreement covering the Company's Flight Attendants (the "Agreement"):

WHEREAS: The Agreement will require a substantial number of changes be made to the practices currently in effect, including the adoption of new automated crew scheduling programs and revisions of the automated crew pay program; and

WHEREAS: the Company and the Association agree that it is in the best interests of Flight Attendants for there to be an orderly implementation of the Agreement;

NOW, THEREFORE: the Company and the Association establish the following Agreement implementation schedule:

A. General Effective Date ("GED")

The GED shall be the first day of the bid period that begins after the date the Agreement is ratified. (January 17, 2010). Except as specified below, or as may be specifically provided in the Agreement, all provisions of the Agreement shall be effective on the GED. If there is a conflict between dates in this agreement and the Agreement, the provisions of this agreement shall apply.

B. Provision-specific Effective Dates

Notwithstanding the provisions of Section 25 of the Agreement, certain provisions of the Agreement shall become effective on dates other than the GED, as specified in the chart below:

Section	Title	Effective Date	Comment
3.E.1.	Pay for Working on a Day Off	The beginning of the 5 th bid period following the GED June 6, 2010	New pay rule for Tips Adds picked up from other Flight Attendants in one way trades requires reprogramming of Crew Pay system
6.C.4.e. 6.C.5.	Reserve scheduled RAP and scheduled airport reserve periods	For the bid packet for the second bid period after GED (Bid 221) February 21, 2010	
6.E.2.	Reserve Period Notification provided by E-Crew	No later than the beginning of the 7 th bid period following the GED August 15, 2010	Requires AIMS programming
6.E.5.b.	Home Reserve Assignment Procedures	The beginning of the 3 rd bid period following the GED. March 28, 2010	Paragraphs b.2.b. and b.4. require AIMS programming
6.E.7.	Release following assignment	The beginning of the 3 rd bid period following the GED. March 28, 2010	Application of pilot release procedures to Flight Attendants requires AIMS programming change
6.G.	Rescheduling	The beginning of the 5 th bid period following the GED. June 6, 2010	The new Trip Guarantee payment provisions, 1.b., and 6., require reprogramming of the Crew Pay System
6.H.	Trip Cancellations prior to check in	The beginning of the 2 nd bid period following the GED. Feb 21, 2010	The new Cancellation payment provisions, require reprogramming of the Crew Pay system

6.I.1.	Assignment of Open Time (AIMS automated trip assignment module)	The beginning of the 11 th bid period following the GED. January 2, 2011	The ability to pick up open time until 4 hours before check in time for a trip, 1. And the waiver of rest requirement, 1.c., requires AIMS automation programming, and the Base Turn provisions 1.d., require reprogramming of the Crew Pay system
6.J.	Trades, Giveaways and Drops (AIMS automated trip assignment module)	The beginning of the 11 th bid period following the GED. January 2, 2011	Automated trading, 1.a. & 4., requires AIMS programming, as does the waiver of contractual rest requirements, 1.g.
6.K.	Reserve Flight Attendant Trades, Drops and Adds (AIMS automated trip assignment module)	The beginning of the 3 rd bid period following GED, on line processing part of AIMS automated trip assignment module March 28, 2010	Undo blocking of Reserves from current limitations 1. Reprogramming of trip drop pay consequences in Crew Pay system
6.L.2.a.	Transition Period Pick up trip from open time	The beginning of the 3 rd bid period following the GED. March 28, 2010	Will be manual process at first, time for scheduler training
6.O.5.	Limitation of PT lineholder work days	The beginning of the 3 rd bid period following the GED. March 28, 2010	Will be manual process at first, time for scheduler training

The parties will form a Joint Contract Programming Oversight Committee to ensure that these deadlines are met, with the goal of achieving programming prior to the stated deadlines. Crew Pay will generate a schedule showing the items involved and the days required to complete the individual tasks (*i.e.* Critical Path). The schedule will be provided

and explained to the JCPOC. Any variances from the schedule during the course of programming will be explained to the satisfaction of the JCPOC.

If any deadline affecting Flight Attendant compensation is not met, the Flight Attendant will be retroactively compensated in the paycheck following the completion of programming, provided that she/he submits her/his claim as a Crew Pay Question within two weeks of receiving her/his adjustment check for the applicable bid period.

IN WITNESS WHEREOF, the Company and the Association have executed this Letter of Agreement effective the 21st day of December, 2009.

FOR THE COMPANY
Horizon Air

FOR THE ASSOCIATION
AFA-CWA

By /s/ Arthur E. Thomas

By /s/ Kathleen Bruni

Sideletter No. 2

**LETTER OF AGREEMENT
Between
HORIZON AIR INDUSTRIES INC.
And
ASSOCIATION OF FLIGHT ATTENDANTS**

**Vacation Provisions Applicable to Flight Attendants
with Seniority Date of February 1, 1991, and earlier**

This Letter of Agreement is made and entered into accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Horizon Air Industries, Inc. (hereinafter the "Company") and the Association of Flight Attendants (hereinafter the "Union").

WHEREAS: during the course of negotiations regarding amendments to the Agreement between Horizon Air Industries, Inc. (the Company) and the Association of Flight Attendants (the Union) that became amendable on January 24, 2003, the Company and the Union agreed to eliminate the special Vacation provisions currently applicable to the nineteen Flight Attendants on the attached list; and

WHEREAS: these special provisions would be even more out of alignment with what is provided to other Flight Attendants under the credit pay system being adopted than they were under the former salary system; and

WHEREAS: the Company recognizes that these Flight Attendants value their vacation options under the special provisions and the Union has insisted that the rights of these Flight Attendants be respected.

NOW THEREFORE: the Company will provide the Flight Attendants on the attached list 54 additional vacation credit hours upon conversion to the Credit Hour pay system. These vacation credit hours will not be subject to the annual December 31 vacation accrual limit as set forth in Section A.3 of the Vacation Article (Article 10). Rather, they will be maintained and will only be used when vacation is taken and no other accrual is available to provide credit hours for the time.

IN WITNESS WHEREOF, the Company and the Union have executed this Letter of Agreement effective the 17th day of October, 2003.

FOR THE COMPANY

/s/ Andrea L. Schneider
 Andrea L. Schneider
 Senior Vice President, Customer Services

/s/ Art Thomas
 Art Thomas
 Vice President and General Counsel

/s/ Teri Anthony
 Teri Anthony
 Director, Inflight Services

/s/ Christiane Korman
 Christiane Korman
 Manager, Contract Affairs

/s/ Howard Thiersch
 Howard Thiersch
 Associate General Counsel

/s/ Gerhard Dupont
 Gerhard Dupont
 Director, Flight Control

FOR THE UNION

/s/ Patricia A. Friend
 Patricia A. Friend
 International President

/s/ Bev Moss
 Bev Moss
 MEC President

/s/ Todd Anderson
 Todd Anderson
 Negotiations Committee Member

/s/ Connie Wardlow
 Connie Wardlow, MEC VP
 Negotiations Committee Member

/s/ Guy Bosworth
 Guy Bosworth
 AFA Staff Negotiator

<u>Name</u>	<u>Department DOH</u>	<u>Sen. No.</u>
Donna Christiansen	1/11/82	2016
Jodey Amsbary	5/16/83	5135
Louise Evans	5/25/84	2604
Marcella Oswald	5/5/85	2535
Kathleen Turner	12/2/85	2652
Theresa Captain	2/11/86	2623
Joann Billings	5/16/86	4109
Terry Ballestrazze	8/17/86	5546
Kimberly Qualls	8/19/86	2685
Sandra Troutman	9/9/86	2661
Susan Warner	11/9/86	2694
Jolene Vallelunga-Heller	6/1/87	2722
Jenelle Hiemer	6/1/87	2731
Dale Ashcraft	3/14/88	2740
Kimberly Jordan	8/2/89	2853
Carey Fox	10/18/89	2866
Debbie Irving	3/12/90	2895
Jacqueline Countryman	3/19/90	2898
Amy Medley	12/26/90	2959

Sideletter No. 3

December 21, 2009

Ms. Kathi Bruni
MEC President
Association of Flight Attendants
1275 K Street, N.W., Suite 500
Washington, D.C. 20005

Dear Ms. Bruni,

During the negotiation of the agreement between Horizon Air (the Company) and the Association of Flight Attendants (AFA) effective December 21, 2010, the Company and AFA discussed ways to reduce the number of Trips that are not built into the Bidlines made available for Flight Attendant bidding under Article 6.B because they are assigned to Inflight Trainers, or because they are dropped from the lines bid by Inflight Trainers to accommodate their other duties.

The Company and AFA agree that it is the preference of Flight Attendants to maximize the use of Bidlines as the method of Trip assignment. The Company and AFA also agree that the efficient accomplishment of Initial Operating Experience (IOE) training is important and that IOE is most efficiently accomplished by the assignment of Trips that minimize the time required to complete all the required training for each individual Flight Attendant.

As soon as possible after graduation, Inflight Trainers provide each newly trained prospective Flight Attendant with the necessary IOE to qualify them to perform Flight Attendant duties. Occasionally, Inflight Trainers also perform various other Inflight Training Department duties.

Besides their Trainer duties, Inflight Trainers are also expected to perform regular Flight Attendant Duty; flying regular Trips not only benefits the Company by the actual work performed but also helps to maintain the proficiency that is necessary for them to perform their Trainer duties.

Following are the current guidelines with respect to assignment of IOE Trips to Inflight Trainers:

TRAINER SCHEDULING GUIDELINES

1. All trainers must bid every bid unless directed otherwise by the Training Supervisor. When bidding, a Trainer will be awarded a line according to her/his seniority.
2. The Bidlines are awarded and posted the day after bids close and can be accessed via the FDDS system. The trainer may call or email the Inflight Training Supervisor by 0800 Pacific Time on Wednesday after initial bid awards are posted indicating schedule adjustment preferences if adjustments will be necessary to accommodate IOE.
3. If no message is received by the Inflight Training Supervisor, any adjustments that are necessary will be at the supervisor's discretion.
4. As far as is practical, the IOE assignment that is placed on a trainer line will reflect the Duty days in the Bidline awarded. For example, if you bid a line that has you flying Tuesday through Friday, the IOE assigned will reflect that, if possible.
5. The Trainer will be paid and credited with the greater of the awarded Trip or the IOE trip.
6. There will be no more than three (3) original IOE Trips scheduled on an individual Trainer's line within a bid period.
7. Trainer Meetings
 - a. Attendance is required at trainer meetings unless on a leave of absence, on vacation or permission is granted by the Training Supervisor.
 - b. A trip may be split at the Trainer's Domicile, or dropped to accommodate a Trainer meeting. If only a single day is dropped, the Trainer will be credited with the greater of the original scheduled Trip credit, or the credit earned for the duty performed (Block hours flown plus Admin Day credit).
 - c. If two days or more of a Trip are dropped to accommodate a Trainer meeting, and if no Trainer duty has been assigned by the Training Supervisor, the Trainer may opt to drop the remaining duty day(s) without pay, or use credit from her/his vacation accrual to retain the credit value of the Trip.

8. IOE

a. The Training Supervisor is responsible for informing Crew Planning of the number of IOE Trips needed and the trainers assigned to IOE.

b. IOE Trips are selected before the Bidlines are built and made available for bidding. Turbo prop and turbo jet Trips are selected because IOE training is required on both types of equipment. Trips are selected that allow fulfillment of the FAA approved training program and that also meet all of the following additional Company criteria, in so far as possible:

- (1) No international flying.
- (2) To the extent practicable, Trips of varying flight time lengths will be selected so as to provide the student a realistic portrayal of the types of duties associated with each.
- (3) Minimum of one scheduled overnight stay.
- (4) If IOE is required on two aircraft types, the Trips selected must accommodate all FAR and contractual rest requirements and duty time limits as the student moves from one aircraft type to the next over the training period.

If the Company plans to change its Trip Trainer Scheduling Guidelines, the Company will notify AFA and describe the reason(s) for the proposed changes. Upon request, the Company will meet to discuss and consider any AFA concerns.

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

Sincerely,

AGREED:

ASSOCIATION OF FLIGHT ATTENDANTS

Beverly Gilstad
Director, Inflight Services

By: /s/ Kathleen Bruni

Sideletter No. 4

December 21, 2009

Ms. Kathi Bruni
Horizon MEC President
Association of Flight Attendants

Subject: Transition to new Benefits Procedures

Dear Ms. Bruni:

During the course of negotiations regarding amendments to the Agreement between Horizon Air Industries, Inc. (the Company) and the Association of Flight Attendants (the Association) that became amendable on November 21, 2007, the parties agreed to an annual, rather than monthly, procedure for determining eligibility for Full-Time and Part-Time benefits; sick, STD and vacation accruals; uniform-maintenance allowance; and recurrent training pay. In order to effect the transition to this new system, the Company will classify all Flight Attendants as Full-Time employees effective December 13, 2009. Any changes to their status will be effective November 28, 2010, based on credit hours for pay (including constructive credits) earned during the last ten bid periods ending in 2010.

Sincerely,

Arthur E. Thomas
Vice President, Legal and Labor

Agreed for AFA-CWA:

By: /s/ Kathleen Bruni
Kathleen Bruni
MEC President

Sideletter No. 5

**RATIFICATION AGREEMENT
Between
HORIZON AIR INDUSTRIES INC.
and
ASSOCIATION OF FLIGHT ATTENDANTS-CWA**

AFA-CWA

Horizon Air

By: /s/ Kathleen Bruni

By: /s/ Arthur E. Thomas

This Ratification Incentive Agreement is made and entered into accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Horizon Air Industries, Inc. (hereinafter the "Company") and the Association of Flight Attendants -CWA (hereinafter the "Association").

WHEREAS: The Company and the Association have negotiated amendments to the collective bargaining agreement covering the Company's Flight Attendants that became amendable on November 21, 2007 (the "Tentative Agreement"); and

NOW, THEREFORE: the Company and the Association agree as follows:

1. Each Flight Attendant who is on the System Seniority List on the Tentative Agreement ratification date, shall be allotted additional compensation in the gross amount of \$500.00. Additional compensation amounts shall be paid no later than six weeks after the date used for purposes of eligibility to those Flight Attendants who are then on the payroll. Flight Attendants not then on the payroll (leave of absence or furlough) shall be paid the additional compensation when they return to active working status, if they return to active working status with retained seniority.
2. In addition, all Flight Attendants who are on the System Seniority list on the Tentative Agreement ratification date shall be advanced, for pay purposes only, one step on the DOS pay scale effective the date that scale is effective and will be paid as shown on Attachment A.
3. Flight Attendants will participate in the Performance Based Pay plan, rather than the Profit Sharing Plan, for the 2009 plan year.

The benefits accruing from this Ratification Agreement are all contingent upon the ratification of the Tentative Agreement on or before December 21, 2009. Notification of ratification shall be provided in writing to the Senior Vice President of Customer Services and People.

IN WITNESS WHEREOF, the Company and the Association have executed this Letter of Agreement this 21st day of December, 2009.

ATTACHMENT A

Seniority	Pay rate on Dec 12	Pay rate on Dec 13
New Hire	\$20.00	\$20.00
After 6 BP	\$20.25	\$20.25
2nd	\$22.25	\$22.47
3rd	\$23.75	\$23.99
4th	\$24.75	\$25.00
5th	\$26.00	\$26.26
6th	\$27.00	\$27.27
7th	\$27.75	\$28.03
8th	\$28.50	\$28.79
9th	\$29.25	\$29.54
10th	\$30.50	\$30.81
11th	\$31.25	\$31.56
12th	\$31.75	\$32.07
13th	\$32.25	\$32.57
14th	\$33.00	\$33.33
15th	\$33.75	\$34.85
16th	\$33.75	\$35.35
17th	\$33.75	\$35.86
18th	\$33.75	\$36.36
19th	\$33.75	\$36.87
20th	\$33.75	\$36.87

Sideletter No. 6

December 21, 2009

Kathleen Bruni
MEC President, Horizon Air
Association of Flight Attendants
501 Third Street, NW
Washington, DC 20001

Subject: Implementation of Real-Time Trading

Dear Ms. Bruni:

During the course of negotiations regarding amendments to the Agreement between Horizon Air Industries, Inc. (the Company) and the Association of Flight Attendants (the Association) that became amendable on November 21, 2007, the parties agreed to shorten the trade/drop/add deadlines to four (4) hours prior to check-in of the earlier trip. We amended the collective-bargaining agreement to reflect that change.

The Company agrees to implement real-time electronic trading by January 2, 2011. It is understood that the new deadlines in the collective-bargaining agreement will not come into effect until the earlier of January 2, 2011, or the implementation of real time trading. Until such time, the deadlines and procedures contained in the 2003-2006 agreement will remain in effect.

Please indicate your acceptance with the foregoing by signing the copy of this letter and returning it to me.

Sincerely;

Arthur E. Thomas
Vice President, Legal and Labor

Agreed:

By: /s/ Kathleen Bruni

APPENDIX

Note: These provisions will apply until the agreement implementation of real-time trading, unless specifically superseded by the new collective bargaining agreement.

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 contacts 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 I.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 her/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.

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